



City of Salisbury

**Municipal Officers
Workplace Agreement 2007**

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1. Application and Operation of Agreement

1.1. Preliminary

This document supersedes, rescinds and replaces the existing certified Agreement - City of Salisbury Municipal Officers Agreement No 7, 2005.

1.2. Title

1.2.1. This Agreement shall be known as the City of Salisbury Municipal Officers Collective Workplace Agreement No 8, 2007.

1.2.2. This Agreement expressly excludes any protected award conditions, including but not limited to allowances, penalties and loadings.

1.3. Parties Bound

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

1.3.2. This agreement will not be binding on the following officers, provided they have agreed to accept a contract of employment that provides for their salary to be adjusted on a basis other than as a result of a negotiated Workplace Agreement.

- The City Manager
- Departmental Directors

1.4. Definitions

For the purposes of this Agreement:

‘Act’	The <i>Workplace Relations Act 1996</i> (Cth), as amended from time to time.
‘Commission’	The Australian Industrial Relations Commission.
‘Consultation’	Seeking advice and comment from Employees who may be affected by

	proposed changes and taking into account those discussions before any decisions are made to implement any changes.
‘Council’ and ‘Employer’	shall mean the City of Salisbury
‘Employee’ and ‘Officer’	Any employee of Council who performs work covered by this Agreement, excluding the City Manager and Directors who may be subject to individual contracts.
‘Immediate family or household member’	This term includes the following: <ul style="list-style-type: none"> • Partner (married or de-facto), including same-sex partners; • Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child); • The employee’s parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee’s partner
‘Level’	The Classification Level under the classification structure provided as Appendix 2.
‘Mutual Agreement’	Consent for an action between two or more parties, one of whom will be a management representative of Divisional Head status or their delegated nominee, the other will be the affected employee member or where they choose, their nominated representative.
‘Representative’	A person who is a member of the JCC, or a Representative of the Employee’s choice.
‘Redundancy’	Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee.

'Union'

Australian Municipal Administrative
Clerical & Services Union (ASU)

1.5. Period of Operation

This Agreement shall remain in force from the time of the agreement to the terms of the Agreement and has a nominal expiry date of 30 June 2011.

1.6. Intent

The objective of this agreement is to

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

1.7. Joint Consultative Committee

- 1.7.1. The employer and employees are committed to an ongoing consultative framework that will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (JCC).
- 1.7.2. The JCC which will meet at least four times per year or more frequently, as determined by the Chairperson. Members of the JCC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision making process.
- 1.7.3. This committee shall consist of:
 - 1.7.3.1. A management representative who will act as Chairperson.
 - 1.7.3.2. Three other management representatives as determined by the City Manager.

- 1.7.3.3. Up to seven staff representing employees who are elected by employees.
- 1.7.3.4. Other persons, which may include an ASU official, by invitation of the Chairperson for a specific meeting, following recommendations from any member of the Committee.
- 1.7.4. The role of the JCC shall be to:
 - 1.7.4.1. Review and monitor the operation and implementation of the Agreement.
 - 1.7.4.2. Assist in the resolution of concerns and/or disputes arising from the application of the Enterprise Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures as set out in Clause 3.4.
 - 1.7.4.3. Provide the forum for consultation in relation to the introduction of any change to workplace practices, deemed “significant” by a member of the JCC and the Chairperson.
 - 1.7.4.4. Provide a forum for consultation in relation to any matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.
 - 1.7.4.5. Make recommendations to the Management Executive Group (MANEG) in relation to any policy initiatives or changes to work practices.

1.8. Competitive Practices

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

Accordingly:-

- 1.8.1. Council confirms its commitment to its employees in the provision of services which are viable, cost competitive and effective whilst recognising its obligation to manage its services by the most effective and efficient means.
- 1.8.2. Subject to other statutory obligations, the Employer and Employees are committed to ensuring that all parts of the Council

are operating at a level of efficiency and cost which compares favourably, for the same level and standard of service, with providers of similar services in the community at large.

- 1.8.3. Comparisons between internal and external providers should be based on a true comparison of all relevant factors taking into account direct and indirect costs, quality, responsiveness, accountability and documented service needs.

1.9. Legislative Status

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

2. Fair Treatment at Work

2.1. Anti-Discrimination

- 2.1.1. It is the intention of this Agreement to achieve the principal object in Section 3(m) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 2.1.2. Accordingly, in fulfilling their obligations under clause 3.4 (Dispute Avoidance/Settlement Procedure), the Employer and Employees must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.1.3. Nothing in this clause is to be taken to affect:
 - 2.1.3.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

2.1.3.2. an employee, the employer or a representative of the employee's choice pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

2.1.3.3. the exemptions in ss.659(3) and (4) of the Act.

3. Communication, Consultation and Dispute Resolution

3.1. Introduction of Change

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

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

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

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

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

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

3.2. Notice Boards

The employer shall permit a notice board to be utilised at the workplace, or at each discrete part of the workplace, to facilitate communication between the employer and the employees.

3.3. Employee Representatives

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

Employees who are elected to a representative role shall: -

- 3.3.1. Be treated with respect and without discrimination.
- 3.3.2. Negotiate, when appropriate, on behalf of employees in the workplace.
- 3.3.3. Be permitted access to the Council Intranet for posting authorised information pertaining to the employment relationship.
- 3.3.4. Act in a constructive and positive way to further the objectives of this Agreement as set out within Clause 1.6.

3.4. Dispute Avoidance/Settlement Procedures

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

- 3.4.1. During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions. The provisions of the Occupational Health and Safety Act 1986 apply independently of this clause.
- 3.4.2. At each stage of this procedure a record should be made of the time and date of discussions and relevant outcomes. Such records should be signed off as accurate by the employee/s and management.

Stage One

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

Stage Two

If the issue is not settled at Stage One, the employee/s and, if requested, a representative of the employee's choice, will meet with the Manager, the Human Resource Manager and the relevant Director.

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

Stage Three

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

Stage Four

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

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

4. Employment Relationships

4.1. Tenure

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

4.2. Appointment and Qualifying Period

- 4.2.1. All appointments shall be subject to a qualifying period of employment of six (6) months from initial engagement with the employer.
- 4.2.2. If at the three month point, an employee is viewed as not satisfying their position requirements, the employee should receive a written assessment of where improvements are required.
- 4.2.3. In the event that an improvement in performance is required, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the employer.
- 4.2.4. At the conclusion of the term of six (6) months, the performance of the said employee shall be assessed.

4.3. Casual Employment

- 4.3.1. The Employer and Employees recognise that from time to time specific circumstances occur which warrant the extended use of casual employees in a particular position.
- 4.3.2. Council will not use casual employees on an ongoing basis as an alternative to the direct employment of full-time or part-time employees.
- 4.3.3. Casual employees who have been in continuous employment with Council for a period exceeding 3 months shall be given the opportunity to apply for internally advertised positions.
- 4.3.4. Casual employees shall be entitled to be paid a loading of twenty percent in addition to the appropriate ordinary time hourly rate for the normal duties involved.
- 4.3.5. The twenty percent loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 4.3.6. A casual employee shall be entitled to overtime or penalty payment in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for in this Agreement. Overtime and penalty rates for casual

employees shall be applied to the hourly rate which includes the twenty percent loading.

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

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

4.5. Fixed Term Employment

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

Where the position is:

4.5.1.1. funded by an external body, or is directly engaged by the Council to support such funded positions

4.5.1.2. for a specific project of defined duration or for work of limited duration including traineeships and cadetships.

4.5.1.3. necessary to replace an employee who is on secondment or extended leave for a period greater than three months

4.5.1.4. for new appointments to positions classified at or above a Level 7 classification.

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

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

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

4.6. Relationship to the National Training Wage Award 2000

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

4.7. Workers Eligible for a Supported Wage

4.7.1. Eligibility Criteria

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

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

4.7.2. Supported Wage Rates

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

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

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

4.7.3. Assessment of Capacity

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

4.7.4. Review of Assessment

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

4.7.5. Other Terms and Conditions of Employment

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

4.7.6. Workplace Adjustment

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

4.7.7. Trial Period

4.7.7.1. In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

4.7.7.2. During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.

- 4.7.7.3. The minimum amount payable to the employee during the trial period shall be no less than ten per cent (10%) of Level 1 Step 1 per week.
- 4.7.7.4. Work trials will include induction or training as appropriate to the job being trialled.
- 4.7.7.5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

4.8. Notice of Termination by an Employer

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

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

- 4.8.2. In addition to the notice in clause 4.8.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.
- 4.8.3. Payment in lieu of the prescribed notice in clause 4.8.1 and 4.8.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 4.8.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of

notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

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

4.8.5. Job Search Entitlement

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

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

- 4.8.6.1. employees dismissed for serious misconduct;
- 4.8.6.2. apprentices;
- 4.8.6.3. employees engaged for a specific period of time or for a specific task or tasks;
- 4.8.6.4. trainees whose employment under a traineeship agreement or an approved traineeship, is for a specified period or is, for any other reason, limited to the duration of the agreement;
- 4.8.6.5. redundancies under clause 4.14;
- 4.8.6.6. casual employees; or
- 4.8.6.7. probationary employees.

4.9. Notice of Termination by an Employee

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

4.10. Transmission of Business

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

4.11. Continuous Service

4.11.1. Maintenance of Continuous Service

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

- 4.11.1.1. absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- 4.11.1.2. absence of the employee from work, for any cause, by leave of the employer;
- 4.11.1.3. absence from work on account of illness, disease or injury;
- 4.11.1.4. absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- 4.11.1.5. interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or *Long Service Leave Act 1987* (SA);

4.11.1.6. interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute; or

4.11.1.7. transfer of the employment of an employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA).

4.12. Calculation of Period of Service

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

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

4.13. Income Protection Exclusion of Entitlements

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

4.14. Redundancy

4.14.1. No Forced Redundancies

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

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

4.14.2. Voluntary Separation Package - Redundancy

Any employee whose position has been made redundant or substantially changed may choose to accept a voluntary separation package to be calculated on the following basis:-

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

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

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

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

4.14.3. Redeployment

- a) It is the primary aim to place redeployed employees into a position of equal classification and status as their pre-redeployment position.
- b) If, after examining all options, redeployment to such a position is not possible, an employee may be redeployed into a position not more than one classification lower than their previous classification level.
- c) An employee redeployed to an alternative job with a lower classification level shall maintain their current salary for a minimum period of 12 months.
- d) At the end of this period, the salary level for the employee will be frozen until such time as the salary increases applicable to the redeployment position match that of the redeployed employee.

- e) For the purposes of this clause "current salary" shall refer to the salary level applicable to the current classification exclusive of any penalty arrangements pertaining to the redundant position.
- f) Training to be mutually agreed between the employee and the Council, shall be made available to assist a redeployed employee in taking up their new position.
- g) The employee has up to six weeks from commencement in the redeployed position to confirm acceptance of that position or choose a Voluntary Separation Package.
- h) At all times employees will be treated with respect and dignity and any redeployment option will be treated as a high priority with due regard given to the personal situation of the employee.

4.14.4. Clause 4.14 does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- employees during a qualifying period;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

5. Rates of Pay and Related Matters

5.1. Classification and Rates of Pay

- 5.1.1. The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Appendix 1 of this Agreement and will include, for salary purposes, the relevant prescribed allowances.
- 5.1.2. The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to

assign to that employee and shall notify the employee in writing of their classification.

- 5.1.3. In classifying an employee, the employer shall observe the procedure contained in Appendix 2 of this Agreement to apply the appropriate salary level. On initial appointment, the employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 5.1.4. An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the provisions of clause 5.1.3 above. Where an employee disagrees with the classification assigned by the employer, he/she may lodge an appeal under the terms provided for under clause 5.2.
- 5.1.5. Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

5.2. Reclassification Principles

- 5.2.1. All Departmental Directors have a responsibility to ensure that positions within their Departments are appropriately classified.
- 5.2.2. The City Manager has sole authority to approve reclassifications. Departmental Directors have a responsibility to notify the City Manager of a position whose duties have changed to warrant reclassification and the date on which the new duties became operative.
- 5.2.3. Employees may also initiate the reclassification process by requesting in writing that their Departmental Director review the classification of their position. Such applications will need to provide a sound justification as to why the position should be reclassified.
- 5.2.4. The Departmental Director will acknowledge all applications. Successful applications will be backdated to the date of the application provided higher-level duties were clearly an operational requirement at the time.

- 5.2.5. It is an expectation of the Employer and Employees to this agreement that a request to review a classification will be determined within a period of 8 weeks from the time of lodgement.
- 5.2.6. Employees whose applications are unsuccessful have the right to appeal against a decision if they are dissatisfied with the reasons given. The provisions of the Dispute Resolution Procedure shall be used for this purpose.

5.3. Payment of Wages

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

5.4. Higher Duties

- 5.4.1. An employee, who is directed by the employer to perform duties of higher value, outside or exceeding those of the classification to which the employee has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while performing such duties not less than:
 - 5.4.1.1. the minimum salary rate for the higher paid classification if the employee substantially performs the duties thereof; or
 - 5.4.1.2. a salary rate commensurate with the value of the duties the employee is so directed to perform.
- 5.4.2. Provided that the employee is directed to perform such duties, the employee shall perform them on the first occasion for a continuous period of five (5) working days or more.
- 5.4.3. On subsequent occasions:
 - 5.4.3.1. employees classified at Level 5 and above – five (5) days;

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

5.5. Availability Allowance

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

- 5.5.1. For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.
- 5.5.2. Where a lesser state of readiness is required by the employer, the provisions of clause 6.8 (Call Out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- 5.5.3. An employee instructed to carry out availability duty, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

5.6. First Aid Allowance

- 5.6.1. Where an employee is required to hold and act upon a first aid certificate, an allowance of \$9.70 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.
- 5.6.2. The payment shall be paid to casual and regular part-time employees on a pro-rata basis, providing that such payment cannot exceed the amount of \$9.70 per week in any one (1) working week.
- 5.6.3. Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 5.6.4. Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

5.7. Meal Breaks and Meal Allowance

- 5.7.1. An employee required to work overtime for more than one (1) hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.7.2. An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
 - 5.7.2.1. after three (3) hours of continuous work if that period includes a recognised meal hour; or
 - 5.7.2.2. after four (4) hours of continuous work in any other case; and
 - 5.7.2.3. to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee
- 5.7.3. When an employee is entitled to a meal break as provided by this clause, and such employee is unable to return to their home for a meal, a meal allowance of \$14.60 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- 5.7.4. Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal, an allowance of \$13.50 shall be paid.

5.8. Motor Vehicle Allowance

- 5.8.1. Where an employee is required by the employer to take their vehicle to their headquarters for official use on that day, the employee shall be entitled to payment in accordance with clause 5.8.2 for the trip from their home to their headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between their home and their headquarters is more than 24 km.

5.8.2. Where an employee is directed or authorised to use their motor vehicle on, or in connection with, the business of Council, they shall be paid an allowance calculated at one of the rates set out in the schedule below:

Type of vehicle	Rate of allowance
Car with an engine of 4 cylinders or less	68 cents per km
Light Van or Car with an engine of more than 4 cylinders or a rotary engine	81 cents per km
Motor Cycle	27 cents per km

5.8.3. Where an employee is required to attend Council meetings and/or Council authorised meetings and attends outside of their normal working hours and this necessitates use of their privately owned motor vehicle to travel directly from and to their home, the employee shall be paid an allowance at the rate prescribed under clause 5.8.2.

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

5.9. Telephone Allowance

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

5.10. Increase in Allowances

Each of the allowances outlined in clauses 5.6, 5.7 and 5.8 will be increased from the commencement of the first pay period on or after 1 January each year during the nominal life of the Agreement, commencing from January 2008, by the percentage increase in the Adelaide Consumer Price Index – ABS Catalogue 6401 over the 12 months ending 30 September of the preceding year.

5.11. Travelling Expenses

All authorised travelling expenses incurred by any employee in the course of their official duties shall be paid/reimbursed by the employer.

5.12. Superannuation

The Employer and Employees agree that the employer shall pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth)

5.13. Salary Sacrifice

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

5.13.1. Salary Sacrifice – Superannuation

- 5.13.1.1. Subject to legislative provisions, an employee may elect to have up to a maximum of 100% of their salary paid, each pay period, by the Council into an approved Superannuation Scheme on behalf of the employee.
- 5.13.1.2. This arrangement will include the ability to salary sacrifice any annual leave or long service leave entitlements accrued by the employee during the prevailing financial year, provided a minimum annual leave accrual of two (2) weeks remains available to the employee during that year.
- 5.13.1.3. Any contribution made by the employer in this way will represent a deemed contribution.
- 5.13.1.4. The Employer and Employees agree that the introduction of flexible remuneration through salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a salary sacrifice arrangement shall be met by the employee.
- 5.13.1.5. An employee can elect to vary the amount of salary sacrifice no more than twice each year, once during each of the months of March and September.

5.13.1.6. The employee may elect to withdraw from the salary sacrifice scheme at any time by means of a separate written election.

5.13.2. Salary Sacrifice – Other

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

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

5.13.2.1. The amount of gross salary to be sacrificed shall not exceed 50% of the employee's salary. For the purposes of this clause, gross salary refers to the salary that the employee would have received had they not entered into a salary sacrifice arrangement.

5.13.2.2. Prior to the Council agreeing to implement salary sacrifice for any employee covered by this Agreement, financial advice must be sought by the employee from an accredited financial advisor. The Council may require the employee to provide evidence that this has occurred. Such financial advice shall be at the cost of the employee.

5.13.2.3. The council and the employee shall have agreed to the items capable of being included in the salary sacrifice arrangement and the application is accepted by and meets the terms of remuneration packaging/salary sacrifice guidelines as developed by the council.

5.13.2.4. The council and the employee shall have agreed that the implementation of the salary sacrifice arrangement will not result in additional cost to the employer, including any liability for Fringe Benefits Tax.

6. Working Arrangements

6.1. Hours of Work

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

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

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

6.2. Penalty Rates on Ordinary Time

- 6.2.1. Employees who as part of their ordinary hours of duty regularly perform work prior to 7.30 am or after 7.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 6.2.2. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50%, in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 6.2.3. Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 6.2.3.1. 150% in addition to their ordinary time rate of pay; or
 - 6.2.3.2. 50% in addition to their ordinary time rate of pay, plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 6.2.4. Employees who are regularly rostered to work over seven (7) consecutive days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 6.2.5. Employees who qualify under 6.2.4 hereof shall have all annual leave loading calculated at the rate of twenty per cent instead of 17.5%.
- 6.2.6. If an employee works Saturday and Sunday as part of their ordinary week, then they shall be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the Employer and Employees.

- 6.2.7. The penalty provisions of this subclause will not apply to supervisory staff as defined in clause 6.1.6 hereof
- 6.2.8. These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

6.3. Library Officers

- 6.3.1. Except where a written hours agreement exists as provided for within clause 6.1.8 or 6.5.6, Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5.00 pm shall be paid a loading as set out below for all such hours worked after 5.00 pm.
 - 6.3.1.1. for employees paid up to and including Level 4 Step 3, a 15% loading in addition to their ordinary time rate of pay;
 - 6.3.1.2. for employees paid at Level 4 Step 4, but not more than Level 6 Step 1, a 15 % loading calculated at Level 4 Step 3 ordinary time rate of pay;
 - 6.3.1.3. for employees paid at Level 6 Step 2 or above, no loading.
 - 6.3.1.4. These loadings will only be paid where the work time is continuous other than for meal breaks.
- 6.3.2. Library employees who are required to work as part of their ordinary weekly hours:
 - 6.3.2.1. On Saturday up to noon shall be paid a loading of 25% for such time;
 - 6.3.2.2. On Saturday after noon, on Sunday or a public holiday shall be paid a loading of 50% for such time.
- 6.3.3. Library employees who are required to work in excess of 38 hours in any one week shall receive payment for such excess time at the rate of time and a half , or else be granted time-off in lieu (TOIL) in accordance with clause 6.4.

6.4. Time off in Lieu of Overtime

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

Such time off shall be either:

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

6.5. Overtime

- 6.5.1. All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 6.5.2. All overtime worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 6.5.3. All overtime worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 6.5.4. All overtime worked on a public holiday as defined by clause 7.13 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three (3) hours work at the appropriate overtime rate.
- 6.5.5. Employees paid at Level 6 Step 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 Step 3 salary rate.
- 6.5.6. The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.

- 6.5.7. Any employee shall attend meetings of the Council by which he/she is employed, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

6.6. Rest Period after Overtime

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

6.7. Annualised Hours Employees

- 6.7.1. An annualised hours agreement exists where there is an agreement between the employer and the employee to allow the total number of hours per annum normally worked by an ongoing employee, to be worked on a rostered basis over a period of less than 52 weeks over a 12 month period.
- 6.7.1.1. For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.
 - 6.7.1.2. Annualised hours employees shall receive the same leave entitlements as other full time employees or part-time if working part time.
 - 6.7.1.3. Annualised hours employees will be entitled to the benefit of all public holidays that fall during the period for which they are rostered to work.
 - 6.7.1.4. Annualised hours employees will be eligible for overtime in the same manner as other employees.
 - 6.7.1.5. During any period over a 12 month period that the employee is not rostered to attend work, the employee's

contract of employment will continue in force, with such non-attendance periods counting as service.

- 6.7.1.6. Where the employer and the employee agree to vary the employee's work pattern, an appropriate reconciliation in respect of future hours and annualised pay arrangements will be made.

6.8. Call Out

Any employee, except those on an hours agreement pursuant to Clause 6.5.6 of this agreement, recalled to work on Saturday or Sunday between the hours of 8.30 am and 6.00 pm shall be paid 3 hours call out in accordance with the provisions set out within Clause 6.5.1 , 6.5.2 or 6.5.3 of this agreement, Any further call out within the first three hour span shall be worked at no further cost to the Council.

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

7. Leave of Absence

7.1. Annual Leave

- 7.1.1. All employees other than casual employees shall be entitled to a maximum of 4 weeks paid annual leave exclusive of paid public holidays, for each period of 12 months continuous service. Annual leave is accrued progressively on the basis of one thirteenth of the number of nominal hours worked by the employee for the employer during each 4 week period, such leave to be paid for at normal weekly salary.
- 7.1.2. Annual Leave may be applied for on a pro-rata basis in accordance with any accrued entitlements.
- 7.1.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 7.1.4. Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 7.1.5. If, the employment of any employee is terminated for any reason, or any employee lawfully terminates their employment, they shall

be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).

7.1.6. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to:

7.1.6.1. accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.

7.1.6.2. take annual leave in single days.

7.2. Annual Leave Loading

7.2.1. In addition to the annual leave as prescribed by clause 7.1, all employees, except for those covered by Clause 7.2.2 and 7.2.3, shall be entitled when proceeding on leave, to payment of and annual leave loading of a sum equal to 17.5% of the four (4) weeks equivalent to the employee's annual salary at the time of proceeding on leave.

7.2.2. Employees whose annual salary is in excess of the salary payable to Level 6, Step 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 6, Step 2.

7.2.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.

7.2.4. An employee whose services terminate for any reason, other than serious misconduct, and who is entitled to payment in lieu of accumulated annual leave, shall also be paid any annual leave loading entitlement prescribed under Clause 7.2.1.

7.2.5. The annual leave loading prescribed by this clause shall not be payable for annual leave calculated on a pro-rata basis.

7.3. Long Service Leave

- 7.3.1. Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the “cashing out” provisions.
- 7.3.2. Where an employee’s weekly hours are reduced then Long Service Leave entitlements accrued prior to the change shall be calculated and preserved at those weekly hours.
- 7.3.3. From the date of such altered hours, further entitlements shall accrue at the new contracted weekly hours.
- 7.3.4. A Long Service Leave application must be for a minimum period of one week.

7.4. Compassionate Leave

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

7.5. Parental Leave

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

7.5.2. Definitions

For the purpose of this clause the following definitions will apply:

- a) “child” means a child of the employee under the age of one (1) year, 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 months or more. “Spouse” includes a de facto or former spouse.
- b) “Employee” means full-time, part-time and eligible casual employees, but does not apply to other casual employees.
- c) “Eligible casual employee” means a casual employee:
 - employed by the 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; and
 - who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

7.5.3. Basic Entitlement

7.5.3.1. 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.

7.5.3.2. Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- a) for maternity and partner's leave, an unbroken period of one (1) week at the time of the birth of the child;
- b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

7.5.4. Right to Request

7.5.4.1. To assist employees in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of clause 7.5.3 may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clauses 7.5.3.2(a) and 7.5.3.2.(b) up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in clause 7.5.3.1 by a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age,

7.5.4.2. The employer shall consider the request in 7.5.4.1 above having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable operational grounds.

7.5.4.3. The employees request and the employers decision made under clauses 7.5.4.1 and 7.5.4.2 must be recorded in writing.

7.5.4.4. Where an employee wishes to make a request under clause 7.5.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

7.5.5. Maternity Leave

- 7.5.5.1. An employee will provide to the employer, at least 10 weeks in advance of the expected date of commencement of parental leave:
- a) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement;
 - b) written notification of the date on which she proposes to commence maternity leave and the period of leave to be taken; and
 - c) a statutory declaration stating particulars of any period of partner's leave sought or taken by her spouse and that, for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.
- 7.5.5.2. Subject to clause 7.5.5.1 above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.
- 7.5.5.3. 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 employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 7.5.5.4. Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 7.5.5.5. Where leave is granted under clause 7.5.3, during the period of leave an employee may return to work at any time as agreed between the employer and the employee

provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

7.5.6. Paid Maternity Leave

7.5.6.1. Paid maternity Leave shall be available on the following basis:

Number of years of continuous service at the date of the child's birth	Period of paid leave
2 and less than 3	6 weeks
3 and less than 4	8 weeks
4 and less than 5	10 weeks
5 years service or more	12 weeks

7.5.6.2. In the event that an employee voluntarily resigns from their position of employment within 12 months of returning to work following any period of paid maternal leave, and prior to the effective date of that resignation, the employee will be required to repay to the Council in full all monies paid in respect of that paid maternity leave. The City Manager may exercise discretion as to the implementation of this clause in extraordinary circumstances.

7.5.6.3. Where, in the case of adoption leave, the child at the date of adoption is twelve months or older, the employee shall be entitled to half the paid leave benefits outlined in (a) of this sub-Clause, but shall be entitled to access unpaid leave.

7.5.6.4. The paid benefits outlined in this Clause will apply on a pro rata basis for part-time employment arrangements. Normal incremental advancement within salary classifications shall continue during periods of paid maternity leave taken under this Clause.

7.5.6.5. An employee on a fixed term contract whose contract expires during a period of paid maternity leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

7.5.6.6. Periods of paid maternity leave under clause 7.5.6 are not in addition to the periods of unpaid maternity leave provided in clause 7.5.3.

7.5.7. Paternity Leave

An employee, will provide to the employer at least 10 weeks prior to each proposed period of partner's leave:

7.5.7.1. a certificate from a registered medical practitioner which names the employees' partner, states that she is pregnant and the expected date of confinement or states the date on which the birth took place; and

7.5.7.2. written notification of the dates on which the employee proposes to start and finish the period of partner's leave; and

7.5.7.3. except in relation to leave taken simultaneously with the child's mother under clauses 7.5.3.2(a) and 7.5.3.2.(b), a statutory declaration stating:

- a) he will take that period of partner's leave to become the primary care-giver of a child;
- b) particulars of any period of maternity leave sought or taken by the employee's partner; and
- c) that for the period of partner's leave the employee will not engage in any conduct inconsistent with the contract of employment.

7.5.7.4. An employee may take partner's leave without giving 10 weeks notice if:

- a) the birth of the child occurs earlier than expected; or
- b) the mother of the child dies; or
- c) other compelling circumstances arise.

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

7.5.8. Adoption Leave

7.5.8.1. The employee will notify the employer 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.

7.5.8.2. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

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

7.5.8.3. The employer may require an employee provide confirmation from the appropriate government authority of the placement.

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

7.5.9. Variation Of Period Of Parental Leave

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

7.5.10. Parental Leave And Other Entitlements

7.5.10.1. An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements that 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 as agreed under clause 7.5.4.1.

7.5.10.2. Where an employee, not then on parental leave, suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be

known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 7.5.4.1.

7.5.11. Transfer To A Safe Job

7.5.11.1. 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 employer deems it practicable, be transferred to a safe job at the rate and on the conditions applicable to that job until the commencement of maternity leave.

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

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

7.5.12. Returning To Work After A Period Of Parental Leave

7.5.12.1. 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.

7.5.12.2. An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.5.10, the employee will be entitled

to return to the position they held immediately before such transfer.

7.5.12.3. 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.

7.5.12.4. Where an employee has requested the employer to extend the period of unpaid parental leave for a further continuous not exceeding 12 months pursuant to sub clause 7.5.4.1(b), the employee shall not have an automatic right to return to the employee's substantive position at the completion of the period of parental leave. The City Manager may exercise the discretion to return the employee to a position with similar duties and at the same classification level held before the employee commenced the parental leave.

7.5.12.5. The employer must not fail to re-engage a casual employee because:

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

7.5.12.6. The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.5.13. Replacement Employees

7.5.13.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

7.5.13.2. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.6. Part-Time Work Following Parental Leave

7.6.1. Entitlement - with the agreement of the employer:

- 7.6.1.1. A male employee may work part-time in one (1) or more periods at 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 until the second anniversary of the placement.
- 7.6.1.2. A female employee may work part-time in one (1) or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- 7.6.1.3. A female employee who has given birth may work part-time in one (1) or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- 7.6.1.4. In relation to adoption, a female employee may work part-time in one (1) or more periods at any time from the date of the placement of the child until the second anniversary of that date.

7.6.2. Return to Former Position

- 7.6.2.1. An employee who has had at least 12 months continuous service with the employer 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 their former position.
- 7.6.2.2. Subject to sub-clause 7.5.12.4 nothing in clause 7.6.2.1 shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

7.6.3. Effect Of Part-time On Continuous Service

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

7.6.4. Pro-Rata Entitlements

- 7.6.4.1. Subject to the provisions of this subclause and the matters agreed to in accordance with clause 7.6 hereof,

part-time employment shall be in accordance with the provisions of this Agreement, which shall apply pro-rata.

7.6.5. Transitional Arrangements - Annual Leave

7.6.5.1. An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

7.6.5.2. A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-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.

7.6.5.3. Provided that, by agreement between the employer 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.

7.6.6. Transitional Arrangements - Sick Leave

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

7.6.7. Part-time Work Agreement

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

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

7.6.7.2. The terms of this part time work agreement may be varied by consent.

7.6.7.3. The terms of this part time work agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

7.6.7.4. The terms of this part time work agreement shall apply to the part time employment described.

7.6.8. Termination Of Employment

7.6.8.1. 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.

7.6.8.2. Any termination entitlements payable to an employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

7.6.9. Extension of Hours Of Work

7.6.9.1. The employer 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 sub-clauses 7.6.7 and 4.4.3..

7.6.10. Nature of Part-time Work

7.6.10.1. The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

7.6.11. Replacement Employees

7.6.11.1. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.

7.6.11.2. A replacement employee may be employed part-time. Subject to 7.6.11.1, clauses 7.6.3, 7.6.4, 7.6.5, 7.6.6, 7.6.7 and 7.6.8 shall apply to the part-time employment of replacement employees.

7.6.11.3. Before the employer engages a replacement employee under 7.6.11.1 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.6.11.4. Nothing in this sub-clause shall be construed as requiring the employer to engage a replacement employee.

7.7. Communication During Parental Leave

7.7.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

7.7.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- 7.7.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 7.7.2. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 7.7.3. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.7.1.1.

7.8. Sick Leave

- 7.8.1. An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of 10 days per annum, which will be converted to hours. Any sick leave not taken shall accumulate from year to year. In the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 7.8.2. Subject to 7.8.3 hereof, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that, if so required by the employer, the employee produces to the employer a medical certificate or other reasonable evidence to prove that they were unable to attend for duty on the day or days in respect of which they claim sick leave.
- 7.8.3. An employee shall be allowed a maximum aggregate of five (5) days sick leave per annum without a medical certificate, provided that, for any period of sick leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned, if required by the employer.

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

7.9. Paid Carer's Leave

- 7.9.1. An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill, provided there is sufficient sick leave accrual.

It is recognised that the Act caps paid carer's leave at 10 days per year, regardless of the amount of sick leave accrued by an employee. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carer's leave (that is, more than 10 days per year) where the employee has accrued sufficient sick leave.

- 7.9.1.1. The employee may be required to establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned in accordance with sub-clause 7.8.3.

- 7.9.1.2. The entitlement to use sick leave in accordance with this sub-clause is subject to:

- a) the employee being responsible for the care of the person concerned; and
- b) the person concerned being either a member of the employee's immediate family or a member of the employee's household.

- 7.9.1.3. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 7.9.1.4. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 7.9.1.5. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.10. Unpaid Leave for Carer's Leave Purposes

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

7.11. Requests for Unpaid Leave

- 7.11.1. Council recognises that for personal or family reasons, employees may apply for a period of unpaid leave.
- 7.11.2. All applications must be in writing outlining the reasons for the request.
- 7.11.3. Directors will consider each application received and consult with the HR Division before responding to the request.
- 7.11.4. Each application will be treated on merit taking into account operational requirements.

7.12. Jury Service

- 7.12.1. A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
 - 7.12.1.1. The employee notifies Council as soon as possible of the date(s) involved in jury service;
 - 7.12.1.2. The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - 7.12.1.3. The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for traveling) repays such amounts in full to Council; and
 - 7.12.1.4. The employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 7.12.2. Jury service shall count as service for all purposes of the Agreement.

7.13. Public Holidays

- 7.13.1. All employees shall be entitled to the following public holidays without any deduction of pay:
 - 7.13.1.1. Any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended), and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.
- 7.13.2. Provided that, where a public holiday occurs on a rostered day off of any employee who is regularly required to work according to a roster covering six or seven days, the employee shall be entitled to an additional day's leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and the employer.

8. Career Development

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

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

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

8.1. Study Assistance

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

- a) The course of study will have a direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties.
- b) Alternatively, the course of study may be a key component of a long-term career development plan for the employee.
- c) The ability of the work area to continue to provide operational service levels.

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

Option One – Study Leave

- a) If the employee elects to undertake an approved course of study with contact hours during Council's normal work hours then they may take up to 2 hours per subject per week up to a maximum of five hours per week of paid work time in order to attend lectures, examinations and travel time.

- b) If studying an approved course of study by correspondence or outside normal work hours, the employee will be eligible to apply for up to 2 hrs per week per subject study time up to a maximum of 5 hours per week.
- c) The employee will need to nominate an anticipated completion date for each subject or unit of study at the time of application.
- d) If a subject is not successfully completed Council will not support study leave for repeating that subject.

Option Two – Financial Study Support

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

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

8.2. Secondments

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

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

8.3. Recruitment Considerations

- 8.3.1. Wherever possible and practical, Council will seek to provide opportunities for career development and multi-skilling of its employees. This will include seeking expressions of interest for all positions at Level 3 and below internally in the first instance, unless a restricted choice is clearly evident (i.e. 2 or less eligible employees).
- 8.3.2. Staff who meet essential selection criteria will be interviewed for the position.
- 8.3.3. Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
- 8.3.4. Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 8.3.5. Selection to all vacancies shall be made on the basis of 'merit' except where redeployees at the same or a higher classification level are available who may, either with or without training, be able to satisfactorily perform the duties. In such instances, preference will be given to such employees.

- 8.3.6. Where a position is to be vacant for up to 13 weeks, the appointment of a person to fill the higher duties role is at the discretion of the Manager. Managers are encouraged to make any short-term backup position available to candidates who have the credentials to meet position requirements.
- 8.3.7. Final authority and discretion for all appointments will rest with the City Manager, or where delegated, with the relevant Director.

9. Miscellaneous

9.1. Uniforms/Protective Clothing

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

9.2. No Further Claims

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

10. Salary Payments

A salary increase of 4% shall apply effective from 1 July 2007 payable upon acceptance of this Agreement.

A further salary increase of 4% shall apply from the first pay period commencing on or after 1 July 2008; 1 July 2009 and 1 July 2010.

Should the percentage increase as measured in the Adelaide Consumer Price Index – ABS Catalogue 6401, exceed 4% over the 12 month period ending in the March quarter immediately preceding financial year, the higher percentage shall apply for the salary increases due in July 2009 and or July 2010 as applicable.

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

11. Signatories to the Agreement

Signed for and on behalf of:

The City of Salisbury by (City Manager)

Witness

Australian Services Union (Branch Secretary)

Witness

Appendix 1

Pay rates effective from first pay period commencing on or after 1st July 2007

Administration Services Stream Community & Environmental Services Technical Services Stream

Senior Officers Stream

GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.	
Junior	17 & under	21,978	Level 1	1	61,400	
	18	25,523		2	63,431	
	19	29,068		3	65,464	
		20	32,613	Level 2	1	67,495
Trainee		30,451	2		69,526	
	Level 1	1	35,449		3	71,558
		2	36,262	Level 3	1	73,997
		3	37,400		2	76,438
		4	38,621		3	78,877
		5	39,840	Level 4	1	80,725
	6	41,059	2		83,896	
Level 2	1	42,294	Level 5	1	87,859	
	2	43,513		2	91,033	
	3	44,736	Level 6	1	94,999	
	4	45,952		2	98,171	
Level 3	1	47,170	Level 7	1	102,135	
	2	48,393		2	106,893	
	3	49,611	Level 8	1	113,240	
	4	50,832		2	119,582	
Level 4	1	52,052	Level 9	1	129,101	
	2	53,269		Level 10	1	140,805
	3	54,489				
	4	55,707				
Level 5	1	56,925				
	2	58,146				
	3	59,363				
Level 6	1	61,400				
	2	63,431				
	3	65,464				
Level 7	1	67,495				
	2	69,526				
	3	71,558				
Level 8	1	73,997				
	2	76,437				
	3	78,877				

Pay rates effective from first pay period commencing on or after 1st July 2008

**Administration Services Stream
Community & Environmental Services
Technical Services Stream**

Senior Officers Stream

GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.	
Junior	17 & under	22,857	Level 1	1	63,856	
	18	26,544		2	65,968	
	19	30,230		3	68,083	
	20	33,917	Level 2	1	70,195	
Trainee		31,669		2	72,307	
	Level 1	1	36,867	3	74,420	
		2	37,712	Level 3	1	76,957
		3	38,896		2	79,496
		4	40,166		3	82,032
		5	41,434	Level 4	1	83,954
	6	42,701	2		87,252	
Level 2	1	43,986	Level 5	1	91,373	
	2	45,254		2	94,674	
	3	46,525	Level 6	1	98,799	
	4	47,790		Level 7	1	106,220
Level 3	1	49,057	2		111,169	
	2	50,329	Level 8	1	117,770	
	3	51,595		2	124,365	
	4	52,865	Level 9	1	134,265	
Level 4	1	54,134		Level 10	1	146,437
	2	55,400				
	3	56,669				
	4	57,935				
Level 5	1	59,202				
	2	60,472				
	3	61,738				
Level 6	1	63,856				
	2	65,968				
	3	68,083				
Level 7	1	70,195				
	2	72,307				
	3	74,420				
Level 8	1	76,957				
	2	79,494				
	3	82,032				

Pay rates effective from first pay period commencing on or after 1st July 2009

**Administration Services Stream
Community & Environmental Services
Technical Services Stream**

Senior Officers Stream

GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.	
Junior	17 & under	23,772	Level 1	1	66,410	
	18	27,606		2	68,607	
	19	31,440		3	70,806	
	20	35,275	Level 2	1	73,003	
Trainee		32,936		2	75,199	
	Level 1	1		38,342	3	77,397
		2	39,220	Level 3	1	80,035
		3	40,452		2	82,676
		4	41,773		3	85,313
	5	43,091	Level 4	1	87,312	
	6	44,409		2	90,742	
Level 2	1	45,745	Level 5	1	95,028	
	2	47,064		2	98,461	
	3	48,386	Level 6	1	102,751	
	4	49,702		2	106,182	
Level 3	1	51,019	Level 7	1	110,469	
	2	52,342		2	115,616	
	3	53,659	Level 8	1	122,481	
	4	54,980		2	129,340	
Level 4	1	56,299	Level 9	1	139,636	
	2	57,616		Level 10	1	152,294
	3	58,936				
		4	60,252			
Level 5	1	61,570				
	2	62,891				
	3	64,208				
Level 6	1	66,410				
	2	68,607				
	3	70,806				
Level 7	1	73,003				
	2	75,199				
	3	77,397				
Level 8	1	80,035				
	2	82,674				
	3	85,313				

Pay rates effective from first pay period commencing on or after 1st July 2010

**Administration Services Stream
Community & Environmental Services
Technical Services Stream**

Senior Officers Stream

GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.	
Junior	17 & under	24,723	Level 1	1	69,066	
	18	28,711		2	71,351	
	19	32,698		3	73,638	
	20	36,686	Level 2	1	75,923	
Trainee		34,254		2	78,207	
	Level 1	1		39,876	3	80,493
		2	40,789	Level 3	1	83,236
		3	42,070		2	85,983
		4	43,444		3	88,726
	5	44,815	Level 4	1	90,804	
	6	46,185		2	94,372	
Level 2	1	47,575	Level 5	1	98,829	
	2	48,947		2	102,399	
	3	50,321	Level 6	1	106,861	
	4	51,690		2	110,429	
Level 3	1	53,060	Level 7	1	114,888	
	2	54,436		2	120,241	
	3	55,805	Level 8	1	127,380	
	4	57,179		2	134,514	
Level 4	1	58,551	Level 9	1	145,221	
	2	59,921		Level 10	1	158,386
	3	61,293				
	4	62,662				
Level 5	1	64,033				
	2	65,407				
	3	66,776				
Level 6	1	69,066				
	2	71,351				
	3	73,638				
Level 7	1	75,923				
	2	78,207				
	3	80,493				
Level 8	1	83,236				
	2	85,981				
	3	88,726				

Appendix 2 - Classification Criteria Municipal Officers

A2.1. Classification

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

A2.1.8. The job description will be tested against more than one level for appropriateness.

A2.2. Senior Officers

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

A2.3. Progression Through The Levels

A2.3.1. At the conclusion of each 12-month period following appointment to a classification a full time officer shall be eligible for incremental progression within each salary level subject to the following:

A2.3.2. Progression from the first salary increment to the top increment within a classification level, shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment.

A2.3.3. The mechanism for determining "satisfactory service" will be the Employer's Performance and Development Review System as adopted and implemented through policy.

A2.3.4. Any determination of "unsatisfactory performance" will follow a decision arising from documented performance management processes.

General Officer Classification Criteria 1 General Features Levels 1 to 3

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
ACTIVITIES/ FUNCTIONS	Perform a range of clearly defined routine activities of 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/ functions of a less clearly defined and routine nature, and could include:- -operating within a specialised area. -operating as a member of a professional team.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	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. Works under direct supervision.	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. Works under regular supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision.	Application of procedures, methods and guidelines that are well established. May set outcome/ objectives for specific projects. Works under general direction with assistance available from senior officers Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.
INITIATIVE AND JUDGEMENT	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.	Limited scope to exercise initiative and judgement within clearly established procedures and practices.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.
PROBLEM SOLVING	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
PROVISION OF ADVICE/ SUPPORT/ ASSISTANCE		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.
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 co-ordinate activities in the work area. -responsibility for various activities in a specialised area of the works program. -a function within the work area.

General Officers Classification Criteria 1 General Features Levels 4 to 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:- -responsibility for a range of functions within a work area. -a substantial component of supervision.	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:- -working independently as specialists or -a senior member of a single discipline project team.	Exercise managerial responsibility for various functions within the department and/or council and could include:- -specialised functions. -operation as a specialist. -operation as a member of a specialised professional team. -working independently.	Exercise managerial responsibility for a department/council's relevant activity, and could include:- -functions across a range of administrative, specialist or operational areas. -operation as a senior specialist providing multi-functional advice to various departments or council.
Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.	Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined.	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.	Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community.	Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Required to set specific performance outcomes and further develop work methods.	Sets outcomes for the work area of responsibility to achieve objectives of the department/ council.	Set outcomes for the work area/section/ function.	Identification of current/future options and the development of strategies to achieve outcomes.
Work under general direction with assistance usually available.	Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.	Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Work under limited direction with guidance not always readily available within the organisation.	Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements. Undertake duties of an innovative, novel or critical nature.
Exercise initiative and judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/skills where procedures are not clearly defined.	Exercise initiative and judgement where procedures not clearly defined.	Responsibility for decision making in the particular work area, section/department/ council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.
Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches that may be outside of the original field of specialisation.
Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters that could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:- -a consultancy service -specialist financial, technical, professional and /or administrative advice on policy including operational. -manage/ administer complex policy.
Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/corporate goals, which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

General Officers Classification Criteria 2 General Responsibilities Levels 1 to 3

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

General Officers Classification Criteria 2 General Responsibilities Levels 4 To 8

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

General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

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

General Officers Classification Criteria 3 Specific Responsibilities Levels 4 to 8

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

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

General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD			Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.
WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE	<p>Provide secretarial and administrative support and could include:-</p> <ul style="list-style-type: none"> -straight forward operation of keyboard equipment -basic word processing data input -basic numeracy, written and verbal communication skills, relevant to the work area -provision of routine information -general reception and telephonist duties -general stenographic duties. 	<p>Provide secretarial and/or administrative support and could include:-</p> <ul style="list-style-type: none"> -operating a computer, word processor and/or other business software and peripheral equipment -utilising basic computing concepts and initiating corrective action at an elementary level -utilising the functions of systems and be proficient in their use -performing tasks of a sensitive nature -provision of more than routine information -operate a desktop publisher at a routine/basic level -utilise basic skills in oral and written communication with clients and other members of the public -receive and account for monies and assist clients/ratepayers. 	<p>Provide secretarial and/or administrative support requiring a high degree of judgement, 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

General Officers Classification Criteria 3 Specific Responsibilities Levels 4 to 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> -lead a team within a discipline related project -liaison with other professionals at a technical level -discussing techniques, procedures and/or results with clients on straightforward matters. 	<p>Exercise professional responsibilities which could include:-</p> <ul style="list-style-type: none"> -supervision of the function -tasks of a specialised detailed nature -provide reports on progress of activities and provide recommendations -carry out planning studies for particular projects including aspects of design -utilise a high level of interpersonal skills in dealing with the public/ other organisations -exercise professional judgement within prescribed areas. 	<p>Supervise/manage operation of a discrete element which is part of a larger office and could include:-</p> <ul style="list-style-type: none"> -control and co-ordination of projects in accordance with corporate goals -providing a consultancy service to a wide range of clients -complex professional problem solving -supervision of technical staff (on occasions other professional staff in the discipline). 	<p>Refer to general responsibilities</p>	<p>Ensure the outcome of work of significant scope and/or complexity and could include:-</p> <ul style="list-style-type: none"> -assessment and review of standards and work of other professionals/external consultants -initiate and formulate departmental/council programs -implement council objectives within corporate goals -develop and recommend ongoing plans and programs for department/ council.
<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:-</p> <ul style="list-style-type: none"> -identification of specific or desired performance outcomes -application of computer programming knowledge and skills in systems development, maintenance and implementation -undertake computer operations requiring technical expertise and experience. 	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> -Exercise responsibility for a specialised area of council -provision of advice and assistance when non-standard procedures and processes are required -understanding of all areas of computer operation -undertake programming in specialist areas -exercise responsibility for a specialised area of councils computing operation -undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/ displays 	<p>Refer to general responsibilities</p>	<p>Refer to general responsibilities</p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p>

General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

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

General Officers Classification Criteria 3 Specific Responsibilities Levels 4 To 8

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

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

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

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
REQUIREMENTS OF THE JOB	<p>-A developing knowledge of the section/department function and operation</p> <p>-Basic knowledge of clerical/ administrative practices and procedures relevant to the work area</p> <p>-A developing knowledge of work practices and policies of the relevant work area</p> <p>-Basic numeracy, keyboard, written and verbal communication skills relevant to the work area</p> <p>-No formal qualifications required at this level</p> <p>-At this level, employers are expected to offer substantial on-the-job training</p> <p>-It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training</p> <p>OR</p> <p>Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section</p> <p>-Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.</p>	<p>-Basic skills in oral and written communication with clients and other members of the public</p> <p>-Knowledge of established work practices and procedures relevant to the work area</p> <p>-Knowledge of policies and regulations relating to the work area</p> <p>-Understanding of clear but complex rules</p> <p>-Understanding of basic computing concepts</p> <p>-Application of techniques relevant to the work area</p> <p>-Developing knowledge of statutory requirements relevant to the work area</p> <p>-No formal qualifications required</p> <p>OR</p> <p>Entry point for three year degree/associate diploma/appropriate certificate without experience</p> <p>OR</p> <p>Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required</p> <p>OR</p> <p>Appropriate on-the-job training and relevant experience.</p>	<p>-Thorough knowledge of work activities performed within the work area</p> <p>-Sound knowledge of procedural/operational methods of the work area</p> <p>-May utilise professional or specialised knowledge</p> <p>-Ability to apply computing concepts</p> <p>-Working knowledge of statutory requirements relevant to the work area</p> <p>-Entry level for four year degree in the relevant discipline</p> <p>OR</p> <p>Entry level for three year degree plus graduate diploma in the relevant discipline</p> <p>OR</p> <p>Associate diploma with experience</p> <p>OR</p> <p>Three year degree plus 1 year professional experience in the relevant discipline</p> <p>OR</p> <p>Appropriate certificate with relevant experience</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>
GRADUATE OR QUALIFICATION BASED PROGRESSION		<p>-Appointment level for officers who have completed an appropriate relevant certificate and are required to undertake work related to that certificate</p> <p>-The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work.</p> <p>-Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service.</p>	<p>-Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2</p> <p>-Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work.</p> <p>-Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service</p> <p>-Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.</p>

General Officers Classification Criteria 4 Skills, Knowledge, Experience, Qualifications And/Or Training Levels 4 to 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>-Knowledge of statutory requirements relevant to work area</p> <p>-Knowledge of section procedures, policies and activities</p> <p>-Sound discipline knowledge gained through previous experience, training or education</p> <p>-Knowledge of the role of departments within council and/or service functions</p> <p>-Specialists require an understanding of the underlying principles in the relevant disciplines</p> <p>-Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience</p> <p>OR</p> <p>Associate diploma with relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with substantial years of relevant experience</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>	<p>-Knowledge of departmental programs, policies and activities</p> <p>-Sound discipline knowledge gained through experience</p> <p>-Knowledge of the role of council's structure and service</p> <p>-Relevant degree with relevant experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Qualifications in more than one discipline</p> <p>OR</p> <p>Less formal qualifications with specialised skills sufficient to perform at this level</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</p>	<p>-Discipline/ specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation</p> <p>-Discipline knowledge gained through experience, training or education</p> <p>-Appreciation of the long term goals of the organisation</p> <p>-Detailed knowledge of program activities and work practices relevant to the work area</p> <p>-Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/ department</p> <p>-Comprehensive knowledge of statutory requirements relevant to the discipline</p> <p>-Degree with substantial experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>	<p>-Comprehensive knowledge of council policies and procedures</p> <p>-Application of a high level of discipline knowledge</p> <p>-Qualifications are generally beyond those normally acquired through tertiary education</p> <p>alone, typically acquired through completion of higher education</p> <p>qualifications to degree level and extensive relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>	<p>-Detailed knowledge of council policy, programs and the procedures and practices</p> <p>-High level of discipline knowledge</p> <p>-Detailed knowledge of statutory requirements</p> <p>-Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)</p> <p>OR</p> <p>Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties of the position.</p>
<p>Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service.</p>	<p>Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.</p>		<p>Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.</p>	

Appendix 3 - Glossary of Terms

Activity

Tasks performed within a function.

Basic

Fundamental, uncomplicated.

Complex

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

Control

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

Co-Ordinate

Bring together all common activities to achieve an integrated outcome.

Critical

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

Direction

- **Close direction**
Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.
- **Regular direction**
Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officer's work is subject to progress checking.
- **General direction**
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers is subject to final checking and, only as required, progress checking.
- **Limited direction**
Officers receive limited instructions that clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.
- **Broad direction**
Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

Environmental Health Officer

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

Establish

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

Exercise

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

Experience

- **Experienced**

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

- **Considerable experience**

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

- **Extensive experience**

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

Function

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

Graduate

Degree holder.

Guidance

Providing or receiving information on policies, procedures and practices.

Implement

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

Initiate

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

Innovative

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

Instruction

Imparted to another, directions given.

Interpret

To clarify or explain, translate.

Judgement

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

Knowledge

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

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

Maintain

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

Manage

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

Management

The technique or practice of managing or controlling.

Monitor

Check on a regular basis.

Negotiate

To confer with others with a view to reaching agreement.

Novel

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

Operation

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

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

Oversight

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

Practice

Regular or systematic action, method.

Process

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

Professional

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

Program

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

Project

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

Responsible

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

Review

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

Routine

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

Significant

Noteworthy, of considerable amount of effect or importance.

Supervision

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

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

Substantial

Ample or considerable amount.

Support

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

Technical Oversight

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

Trainee - Level 2

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

Underlying

Fundamental, to form the basis or foundation.