



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

CITY OF PROSPECT AND AUSTRALIAN SERVICES UNION ELEVENTH ENTERPRISE AGREEMENT 2018

File No. 163 of 2019

This Agreement shall come into force on and from 1 July 2018 and have a life extending for a period of 36 months therefrom.

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



DATED 19 FEBRUARY 2019.

A handwritten signature in dark ink, appearing to read 'P. J. McMeel', written over a light blue horizontal line.

COMMISSIONER



**CITY OF PROSPECT and
AUSTRALIAN SERVICES
UNION ELEVENTH
ENTERPRISE
AGREEMENT 2018**

CLAUSE 1 : TITLE

This Agreement will be referred to as the *City of Prospect and Australian Services Union Eleventh Enterprise Agreement 2018*.

CLAUSE 2 : COVERAGE AND PARTIES BOUND

2.1 This Agreement is binding on City of Prospect, Employees whose employment is covered by the classification structure at Schedule 2 and the Australian Services Union, other than those Employees identified in clause 2.2 of this Agreement.

2.2 This Agreement does not apply to Employees titled Manager, Director or the Chief Executive Officer.

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CLAUSE 4 : TERM OF AGREEMENT

- 4.1 This Agreement will operate from the date it is approved by the South Australian Employment Tribunal and remain in force until 30 June 2021. This Agreement will be reviewed and renegotiated during the final three (3) months of its term and may continue thereafter upon negotiation and agreement reached between the Parties.
- 4.2 City of Prospect is committed to bargain collectively with Employees and the Australian Services Union during the Agreement's nominal life and the renegotiation process.

CLAUSE 5 : RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement is a comprehensive document that governs all of the terms and conditions of employment to the exclusion of the *South Australian Municipal Salaried Officers Award*, to the extent permitted by the Act and any other relevant federal or state legislation.
- 5.2 This Agreement replaces the *City of Prospect – ASU Tenth Enterprise Agreement* and builds upon the productivity gains and pay increases factored into that agreement.

CLAUSE 6 : DEFINITIONS

- 6.1 **Act** means the *Fair Work Act (SA) 1994*.
- 6.2 **Agreement** means the *City of Prospect and Australian Services Union Eleventh Enterprise Agreement 2018*.
- 6.3 **ASU** or **Union** means the Australian Services Union – SA and NT Branch.
- 6.4 **ASU Workplace Representative** means an Employee elected and appointed under the ASU's Rules to represent a group of Employees.
- 6.5 **Award** means the *South Australian Municipal Salaried Officers Award*.
- 6.6 **Consultation** is a process that has regard to Employees' interests prior to the implementation of decisions that may have a Significant Effect and which provides Employees with a genuine opportunity to influence those decisions prior to their implementation.
- 6.7 **Council, Organisation or Employer** means City of Prospect.
- 6.8 **Employee** means any person employed by City of Prospect that is covered by this Agreement.
- 6.9 **Employee Representative** means a non-union member Employee elected by their peers to represent Employees.
- 6.10 **Immediate family** means the Employee's spouse, former spouse, former de facto spouse, child, adult child, parent, grandparent, grandchild or sibling.

6.11 **Management** means the group of Executive Officers, led by the Chief Executive Officer, empowered to make day-to-day operational decisions of the organisation. Collectively referred to as Executive Leadership Team.

6.12 **Manager** means an Employee who:

- is a member of Council's Management Team;
- has management responsibility for other Employees; and
- is employed on a contract that expressly refers to his or her position as Manager.

6.13 **SAET** means the South Australian Employment Tribunal

6.14 **Significant Effects** includes termination of employment, major changes in the composition, operation or size of the Employer's workforce, job tenure or in the skills required; the alteration of regular roster and hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

CLAUSE 7 : ANTI-DISCRIMINATION

7.1 The Parties to this Agreement:

- are committed to helping prevent and eliminate unlawful discrimination in the workplace; and
- will not treat an Employee less favourably because the Employee is a victim of Family Violence than they would treat an Employee in similar circumstances who is not a victim of Family Violence.

7.2 Employees have the right to work in an environment free of bullying, harassment and discrimination.

7.3 Council is committed to providing an environment, which encourages fair treatment, respect, equality, dignity and diversity and is free from harassment, bullying or discrimination, and allows people to feel safe and respected in the workplace.

7.4 Individuals will receive fair treatment in all decisions including employment, promotions, training, wages, benefits, and all other terms and conditions of employment.

7.5 Employees and applicants for advertised positions will be treated as individuals with different skills and abilities; without making judgements based on stereotypes; or on characteristics (such as gender, age, race, sexuality, disability, pregnancy or marital status) that are irrelevant to an individual's capacity to do the job.

CLAUSE 8 : OBJECTIVES OF THIS AGREEMENT

- 8.1 The City of Prospect, Management, Employees and the ASU are committed to ensuring that the organisation operates at a high level of efficiency through innovation, continuous improvement and cost effectiveness in a service focussed culture.
- 8.2 The Parties to this Agreement are committed to a versatile, productive and resilient workforce, which is underpinned by the organisational values of Respect, Commitment, Innovation, Teamwork, Enjoyment and Integrity.
- 8.3 The Employer values Employees and their contribution to the success of the organisation.
- 8.4 The Parties support an organisational structure and management style (culture, commitment) that enables change to occur in a consultative manner.

CLAUSE 9 : EMPLOYEE RELATIONS AND CONSULTATION

- 9.1 The Parties recognise the need to maintain mutual trust and understanding to ensure effective employment relations.
- 9.2 The Employer recognises the need for Employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for Employees to be involved and express their opinions through a process of Consultation, as defined in clause 6.
- 9.3 The Parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both Employees and the Employer.
- 9.4 Where the Employer has made a decision to introduce change in production, program, organisation, structure or technology, which are likely to have Significant Effects on Employees, the Employees who may be affected by the proposed changes will be notified and consulted.
- 9.5 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees:
- 9.5.1 The Employer must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes;
- 9.5.2 Should the need for role specific training be required as determined in consultation between the Employer and Employee, this shall be made available to affected Employees to assist them through the changes;
- 9.6 After consulting with Employees and the workplace representative(s) and taking into consideration issues, concerns and alternatives raised, the Employer will determine the most appropriate course of action to take to ensure its long term interests.

- 9.7 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes.
- 9.8 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 9.9 The Employer acknowledges the right of Employees to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and Union Officials.
- 9.10 ASU Workplace Representatives and Deputies will be entitled to:
- 9.10.1 be treated with respect and without discrimination by the Employer;
 - 9.10.2 bargain collectively on behalf of Union members at the workplace;
 - 9.10.3 be consulted about changes that are likely to have Significant Effects
 - 9.10.4 have access to information about the workplace and the business consistent with other Employees;
 - 9.10.5 meet with management to discuss matters pertaining to this Agreement as required.
- 9.11 Union Workplace Representatives will be allowed paid time to carry out their work as Union Representatives, which may include:
- 9.11.1 speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with Management about workplace and individual member issues;
 - 9.11.2 speaking to Employees about matters pertaining to this Agreement;
 - 9.11.3 liaising with new Employees at appropriate times about Union membership;
 - 9.11.4 up to 6 days per calendar year to attend attending Union conferences, seminars and committee meetings where they are relevant for the Employer's workplace, prior notice of intention to attend has been provided to management and the Employer is able to make adequate staffing arrangements during the period of such absences from the workplace;
 - 9.11.5 attending the annual ASU Workplace Representatives & Activists Conference where prior notice of intention to attend has been provided to Management;

- 9.11.6 attending industrial tribunal hearings and conferences relevant to this Agreement;
 - 9.11.7 speaking to and meeting with officials of the Union; and
 - 9.11.8 speaking to and meeting with members of other Unions at the workplace when appropriate.
- 9.12 To enable them to represent their members, Union Workplace Representatives will be allowed to:
- 9.12.1 use the Employer's telephones, fax, photocopier, internet and email;
 - 9.12.2 access the Award and/or Enterprise Agreement(s);
 - 9.12.3 display union information on notice boards;
 - 9.12.4 keep Union materials in files within the workplace;
 - 9.12.5 use meeting rooms for Union meetings, subject to availability.
- 9.13 City of Prospect will allow its Employees access during working hours to an accredited official or Workplace Representative of the Union.

CLAUSE 10 : WORKPLACE CONSULTATIVE COMMITTEE

- 10.1 The Employer will support a consultative structure for reviewing and monitoring the implementation of this Agreement and assisting in the resolution of concerns arising from the operation of this Agreement.
- 10.2 A Workplace Consultative Committee (**WCC**), comprising Employee Representation, Union Workplace Representatives, and Executive Leadership Team (ELT) members, (with union officials being called on as needed) will meet at least quarterly or as required to:
- 10.2.1 review and monitor the operation and implementation of the Agreement, including the register of productivity gains and continuous improvement initiatives arising during the term of this Agreement;
 - 10.2.2 identify and recommend areas for service delivery reviews to the CEO on a quarterly basis;
 - 10.2.3 receive reports twice yearly from the Employer on the use of fixed-term contracts for Employees covered by the Agreement, which will identify the total number of Employees on fixed-term contracts, the duration of such contracts and the departments using such contracts;
 - 10.2.4 be consulted about decisions that are likely to have Significant Effects on Employees to ensure that the WCC has a genuine opportunity to influence those decisions prior to their implementation;
 - 10.2.5 maintain the commitments and the goals of this Agreement;

- 10.2.6 prepare and distribute minutes of its meetings and to make itself available for Employees;
 - 10.2.7 monitor the impact of legislative change;
 - 10.2.8 consider reports and ideas generated by an Employee(s) or the Employer pertaining to this Agreement;
 - 10.2.9 make themselves available to Employees for the purpose of receiving and providing information pertaining to this Agreement; and
 - 10.2.10 provide feedback and/or recommendations to the Executive Leadership Team and/or Chief Executive Officer as relevant to the subject matter of consideration. Wherever possible, these recommendations will reflect the view of the WCC.
- 10.3 The WCC is not intended to replace normal line management decision making or assume responsibility for discussing and resolving day-to-day operational issues, rather it provides an additional means to monitor the progress and implementation of this Agreement.

CLAUSE 11 : EMPLOYMENT SECURITY

- 11.1 There will be no forced redundancies while this Agreement applies.
- 11.2 An Employee redeployed to an alternative job which is lower paid will have their salary maintained, but frozen for a period of twelve (12) months. At the expiry of twelve (12) months, the Employee's salary will revert to the new classification rate.
- 11.3 During the life of this Agreement, no Employee will be redeployed to a position with a lower classification more than once.
- 11.4 If the Employer and an Employee agree, an Employee whose position has been redeployed or made redundant may accept a minimum voluntary redundancy package as follows:
- 11.4.1 10 weeks' notice or payment in lieu (or a combination);
 - 11.4.2 2 weeks' redundancy pay for each year of service with the Employer for the first ten years of service;
 - 11.4.3 3 weeks' redundancy pay for each year of service with the Employer after ten years of service;
 - 11.4.4 the total redundancy payment, including notice paid in lieu, cannot exceed 52 weeks' pay, excluding all other statutory entitlements that are due on cessation of employment.
- 11.5 If an Employee would be entitled to a total redundancy payment more than 52 weeks' pay, but for clause 11.4.4, the Employee (or his or her nominated representative) reserves the right to discuss with the Employer a payment in excess of 52 weeks.

CLAUSE 12 : EMPLOYMENT CATEGORIES

12.1 Probationary Employment

- 12.1.1 All new Employees will be engaged on probation for three (3) months for the purpose of assessing an Employee's performance, which may be extended for another three (3) months following this assessment;
- 12.1.2 Employment will be confirmed where the Employee's performance is deemed satisfactory for the position. The Supervisor will recommend confirmation of employment with approval by the relevant Director;
- 12.1.3 The Employee will receive written advice that their employment has been confirmed. The confirmation will be issued by Human Resources once approved;
- 12.1.4 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the Employee has been given an opportunity to improve his/her performance with the necessary training and support.

12.2 Full-Time Employment

A full-time Employee is employed to work an average of 38 hours per week, 76 hours per fortnight or 152 hours per four (4) weeks.

12.3 Part-Time Employment

- 12.3.1 A part-time Employee is engaged to work less than an average of 38 hours per week or less than 152 hours per month and is entitled to the benefits under this Agreement on a pro-rata basis according to the Employee's ordinary hours of work. Entitlement to Parental Leave under clause 31.3 for a part time Employee will be paid at the ordinary pay for the 12 week period.
- 12.3.2 The normal working hours of a part-time Employee can be changed by agreement between the Employer and Employee.
- 12.3.3 A part-time Employee will progress through the incremental steps of the classification levels each twelve months following their anniversary date in accordance with the Award and during the part-time Employee's continuous service.

12.4 Casual Employment

- 12.4.1 A casual Employee is engaged for less than 1000 hours per year and is entitled to a casual loading of 25%, in lieu of paid leave and public holidays not worked, notice of termination and redundancy pay.
- 12.4.2 A casual Employee is entitled to overtime and penalty rates, calculated on the Employee's casual rate of pay, for work performed outside of, or in excess of, the span of ordinary hours in clause 16.2.

12.4.3 An Employee, engaged for more than 1000 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. A written copy of any such mutual agreement shall be signed by the employer and employee.

12.5 Fixed-Term Employment

12.5.1 While the Employer is committed to maximising permanent employment, the Parties agree that fixed-term employment can be offered on the following basis:

12.5.1.1 a specific project of limited duration;

12.5.1.2 work of a limited duration;

12.5.1.3 where the employment is funded externally and the employment is subject to this funding;

12.5.1.4 to replace an Employee on leave for greater than three (3) months.

12.5.2 The Employer and an Employee may enter into a fixed-term contract other than those circumstances in 12.5.1, if the Employer and Employee agree to employment for a fixed-term. A contract setting out the terms, conditions, the nature of the duties and the agreed classification level must be signed by the Employer and the Employee.

12.6 Training Wage Arrangements

Employees who enter into traineeships will be paid the applicable percentage rate in the Award, based on the rates in Schedule 1 of this Agreement.

12.7 Supported Wage

Employees entitled to a supported wage will be paid the applicable percentage rate in the Award, based on the rates in Schedule 1 of this Agreement.

CLAUSE 13 : WORK HEALTH & SAFETY (WHS)

13.1 The parties recognise the importance for an effective workplace health & safety management system in providing a safe work environment for all Employees. It is further recognised that improved workplace health & safety will increase productivity by reducing the number of incidents/accidents and therefore lost time.

13.2 The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area. In any alterations to work practices, workplace health & safety will be of prime importance.

- 13.3 Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health & safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health & safety issues and will embrace such issues as an inherent part of their job function.

CLAUSE 14 : RECRUITMENT

- 14.1 Council is committed to conducting an open and transparent recruitment process that aims to select the best person for the job and consider the advancement of the career progression of internal Employees.
- 14.2 Internal candidates are encouraged to apply for advertised roles where they believe they match the selection criteria.
- 14.3 Selection to all vacancies must be on the basis of merit, to result in the selection of the best available candidate.
- 14.4 All positions will be advertised internally and externally, subject to ELT discretion, the Executive Leadership Team may approve an internal only recruitment process.
- 14.5 All internal Employees who apply for the position and meet the selection criteria within the position description will be granted an interview.
- 14.6 Internal candidates who are unsuccessful in gaining the position applied for will be provided with feedback regarding their application and interview.

CLAUSE 15 : CONTINUOUS SERVICE

15.1 Maintenance of Continuous Service

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

- 15.1.1 Absence of the Employee from work in accordance with the Employee's contract of employment or any provision of this Agreement;
- 15.1.2 Absence of the Employee from work for any cause with the Employer's approval;
- 15.1.3 Absence from work on account of illness, disease or injury;
- 15.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the Employee;
- 15.1.5 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 this Agreement, the Act or *Long Service Leave Act*;
- 15.1.6 Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer as a result of the settlement of the dispute;
- 15.1.7 Transfer of the employment of an Employee from one Employer to another Employer subject to the provisions of the *Local Government Act*.

15.2 Calculation of Period of Service

Where an Employee's continuity of service is preserved by this clause, the period of absence from work is not to be taken into account in calculating the period of the Employee's service with the Employer except:

- 15.2.1 Where the Employee receives or is entitled to receive pay for the period; or,
- 15.2.2 Where the absence results from a decision of the Employer to stand the Employee off without pay.

CLAUSE 16 : ORDINARY HOURS OF WORK

- 16.1 The ordinary hours of work for a full-time Employee are an average of 38 hours per week, 76 hours per fortnight or 152 hours per four (4) weeks.
- 16.2 The span of ordinary hours is 7.30am to 7.30pm, Monday to Friday.
- 16.3 Employees must have a meal break of between 30 minutes and 1 hour for each work period in excess of five (5) hours. Where practicable, meal breaks will be provided no earlier than two and a half (2.5) hours after the start of the work period and no later than six (6) hours after the start of the work period.
 - 16.3.1 In recognition that adequate breaks will improve productivity, employees will have a 10 minute break throughout the day, which may be taken at mutually agreeable times, while recognising the need to provide continuity of the provision of customer service and business needs.
- 16.4 Employees may be required to attend Council meetings or other meetings, whether or not the meeting is inside or outside the span of ordinary hours.

CLAUSE 17 : FLEXIBLE WORKING ARRANGEMENTS

- 17.1 The Employer is committed to providing a flexible working environment for Employees covered by this Agreement. To this end, Employees are entitled to the benefits contained in the Employer's *Flexible Working Policy*. If the Employer seeks to make any changes to this policy, it will comply with the requirements in clause 9 of this Agreement.
- 17.2 Flexible working arrangements must be negotiated between an Employee and the Employer; these could be short-term or long-term in nature and will not be unreasonably denied.
- 17.3 The ordinary hours of work and the span of ordinary hours in this Agreement can be varied by written agreement between the Employer and an Employee in accordance with the Employer's *Flexible Working Policy*. Any flexible arrangement entered into under the *Flexible Working Policy* is subject to the following:
 - 17.3.1 a minimum of 30 hours and a maximum of 46 hours may be worked in any week as ordinary hours of work;
 - 17.3.2 the maximum ordinary hours that can be worked per work period is 9.5 hours, without attracting overtime rates.

CLAUSE 18 : PENALTY RATES

- 18.1 Employees who are required to regularly perform work outside the span of ordinary hours as part of their ordinary hours of work Monday to Friday, will receive a loading of 15% for all time worked outside the span of ordinary hours.
- 18.2 Employees working any hours on Saturdays and Sundays as part of their ordinary hours of work will receive a loading of 50%.
- 18.3 Employees working on public holidays as part of their ordinary hours of work can elect to receive a 150% loading or a 50% loading and time off in lieu equal to the number of hours worked to be taken at an agreed time.
- 18.4 Employees working Saturday and Sunday as part of their ordinary hours of work are entitled to two consecutive days off during the week, to be agreed with the Employer.

CLAUSE 19 : OVERTIME

- 19.1 Overtime must be pre-approved by an Employee's supervisor.
- 19.2 Overtime is paid as follows:
- 19.2.1 For all work performed in excess of ordinary hours – time and a half for the first three hours and then double time;
 - 19.2.2 For all work performed before the ordinary commencing hour or after the normal ceasing hour – time and a half for the first three hours and then double time;
 - 19.2.3 For all overtime work performed on a Saturday before 12pm – time and a half for the first three hours and then double time;
 - 19.2.4 For all overtime work performed on a Saturday after 12pm or on a Sunday – double time;
 - 19.2.5 For all overtime work performed on a public holiday – double time and a half, with a minimum engagement of three hours.
- 19.3 The Employer and the Employee can enter a written agreement for the payment of a salary package to take overtime work into account.
- 19.4 When overtime or call-out work is performed, an Employee must have ten (10) consecutive hours off duty. If not, the Employee is entitled to start work at a later time without loss of pay to ensure that he or she receives ten (10) consecutive hours off duty.
- 19.5 Subject to clause 19.6, overtime rates apply to part-time Employees as follows:
- 19.5.1 all work outside of the span of ordinary hours in clause 16.2;
 - 19.5.2 where in any two month period, commencing at the start of the calendar year, the Employee has worked sufficient additional hours to exceed their number of weekly contracted hours.
- 19.6 When an Employee works overtime, the Employer and Employee can agree for the Employee to take time-off-in-lieu of the overtime worked as follows:

- 19.6.1 time equal to the amount of overtime worked multiplied by the applicable penalty rate; or
 - 19.6.2 time equal to the amount of overtime worked with a payment of the applicable penalty rate.
- 19.7 Where an Employee is recalled to work, the Employee is entitled to a minimum payment of three hours at the applicable overtime rate. Where an Employee who is directed to be on-call is recalled to work, the Employee is entitled to a minimum payment of two hours at the applicable overtime rate. Overtime under this sub-clause does not count as overtime for the purpose of the minimum break in clause 19.4, unless the Employee actually performs three hours of work. This clause does not apply if the overtime is continuous with the start or finish of ordinary working time.
- 19.8 For the avoidance of doubt, overtime payments are in lieu of and not in addition to, any penalty rates that may apply, other than the casual loading as set out in clause 12.4.1 of the Agreement.

CLAUSE 20 : JURY SERVICE

- 20.1 A full-time or part-time Employee who is called to serve on a jury will be entitled to leave for that purpose without loss of pay, provided that:
- 20.1.1 The Employee notifies the Employer as soon as possible of the date(s) involved in jury service;
 - 20.1.2 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;
 - 20.1.3 The Employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Employer; and
 - 20.1.4 The Employee, as far as is practicable will return to work if the jury attendance ceases prior to the end of the normal day's work.
- 20.2 Jury service will count as service for all purposes of the Agreement.

CLAUSE 21 : GRIEVANCE/DISPUTE RESOLUTION IN THE OPERATION OF THIS AGREEMENT

- 21.1 This procedure is aimed at the avoidance of workplace disputes; the resolution of such disputes by consultation and cooperation, and the avoidance of work limitations and disruptions.
- 21.2 Each grievance regarding the operation of this Agreement, will be investigated in an attempt to resolve the grievance in a manner that is satisfactory to both Parties.
- 21.3 The following procedure will be followed when workplace issues are raised by Employees or Management:

- 21.3.1 Employees should, in the first instance, seek to resolve any dispute with the relevant supervisor, unless the grievance is against the supervisor, in which case the issue should be dealt with by the Manager or Director. If the Employee wishes he or she may involve the workplace representative in attempting to resolve the dispute at this level.
- 21.3.2 Conversely, a supervisor should seek to resolve any dispute directly with the Employee(s) concerned:
- 19.2.2.1 where the grievance is resolved, the Manager should be informed of the result and methods used to resolve the matter;
- 19.2.2.2 where the immediate supervisor cannot resolve the grievance, the Employee should raise the matter with the Manager.
- 21.3.3 If the matter remains unresolved after two (2) business days, then assistance should be sought from the appropriate Director and the appropriate workplace representative, who may involve a union official.
- 21.3.4 If after a further five (5) business days the matter remains unresolved, the Chief Executive Officer must be advised and the Chief Executive Officer may enter into discussions with the Director and the Employee, and the union official as appropriate.
- 21.3.5 The Employee has the right to representation at any stage of the process or the presence of a witness of his or her choosing.
- 21.4 If the matter remains unresolved, either party may refer it to the South Australian Industrial Relations Commission for conciliation in the first instance, or arbitration if conciliation does not resolve the matter. The Parties shall endeavour to have the matter dealt with as early as possible.
- 21.5 While this grievance/dispute resolution process is being followed, work shall continue normally except in a bona fide situation where the physical safety of an Employee is at risk.
- 21.6 The ultimate terms of settlement of a workplace dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
- 21.7 None of the above precludes an Employee from contacting their workplace representative or union official at any time.
- 21.8 It is the aim of all parties to ensure that grievances and disputes be resolved as quickly as possible.

CLAUSE 22 : RECLASSIFICATION

- 22.1 If an Employee believes he or she is incorrectly classified, or has not progressed through the levels in accordance with S1.3 of the Award the Employee can apply for reclassification in writing to their Supervisor or Manager, including the details and basis in support of the application.
- 22.2 An application must be determined and communicated to the Employee within 2 months of its receipt, subject to sufficient detail being provided in support of the reclassification request. The determination must be in writing and contain the reason(s) in support of the Employer's decision.
- 22.3 If granted, the reclassification will commence from the date when the change in duties that resulted in the higher classification started.
- 22.4 If an Employee is dissatisfied with the Employer's decision, the Employee can access the dispute procedure in this Agreement.

CLAUSE 23 : ELECTRONIC BANK TRANSFER

Wage payments will be made fortnightly on a Thursday with all payments being credited direct to a financial institution nominated by the Employee.

CLAUSE 24 : ALLOWANCES

24.1 General

The rates of pay in this Agreement incorporate all applicable allowances under the Award, other than those set out below.

24.2 Meal breaks and allowance

- 24.2.1 An Employee required to work overtime for more than one hour after the Employee's normal finish time on any weekday is entitled to a meal break before starting the overtime and to subsequent meal breaks each 4 hours from the end of the previous meal break.
- 24.2.2 An Employee required to work overtime on a Saturday, Sunday or public holiday is entitled to a meal break after four hours continuous work and to subsequent meal breaks each 4 hours from the end of the previous meal break.
- 24.2.3 An Employee entitled to a meal break as set out above and who is unable to return home for a meal, is entitled to an allowance of \$18.30, unless the Employer provides an adequate meal.
- 24.2.4 An Employee who starts work before 7am and takes a meal break before the Employee's normal start time and who is unable to return home for a meal, is entitled to an allowance of \$16.90.

24.3 Motor vehicle allowance

- 24.3.1 Employees required by the Employer to use their own vehicle, other than travelling to and from work, will be reimbursed at 95 cents per kilometre.

24.3.2 Employees are entitled to this allowance for travel to and from work to attend work related meetings outside of ordinary hours.

24.4 **Travelling, telephone and study leave allowance**

All authorised travelling, telephone and study leave expenses incurred by an Employee in the course of employment will be reimbursed by the Employer.

24.5 **Breastfeeding**

Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work.

The Employer will provide Employees with up to one hour of paid time per work period for the purpose of breastfeeding or expressing milk, subject to the following conditions:

24.5.1 the time is agreed in advance with the Employee's supervisor;

24.5.2 the Employee's child is less than 2 years old

CLAUSE 25 : HIGHER DUTIES

If an Employee is directed by the Employer in writing to act in a position that is classified at a level higher than their substantive position, the Employee will be paid the higher duties allowance in accordance with the Employer's *Higher Duties Policy*. If the Employer seeks to make any changes to this policy, it will comply with the requirements in clause 9 of this Agreement.

CLAUSE 26 : SICK AND FAMILY LEAVE

26.1 It is vital that the Employer is aware of resource availability as early as possible in the working day. Where possible, absences should be notified to the Supervisor or Manager prior to the commencement of the Employee's normal start time, including the estimated length of absence.

26.2 Employees are entitled to a total of five (5) days sick leave per year (in line with the Employees anniversary of service date), without a medical certificate or statutory declaration. A medical certificate or statutory declaration may be required:

26.2.1 For absences greater than two (2) consecutive days, or single days immediately before or after a weekend, public holiday or rostered day off, a medical certificate or statutory declaration must be provided, if requested by the Employer.

26.3 Employees are entitled to payment at the ordinary rate of pay (not including penalty rates, overtime or loadings) for periods of sick leave.

26.4 Employees are entitled to use accrued sick leave to:

26.4.1 provide care and support for a member of their immediate family or the Employee's household who requires care and support due to illness or injury, if the Employee is responsible for the care of the person concerned;

- 26.4.2 deal with emergency situations, such as situations involving the home, vehicle, child care, or school;
- 26.4.3 attend to family needs, such as legal matters, counselling or the Employer's Employee Assistance Program.
- 26.5 The entitlement under clause 26.4 is referred to as family leave.
- 26.6 Where possible, absences on family leave should be notified to the Supervisor or Manager prior to the commencement of the Employee's normal start time, including the estimated length of absence. If requested by the Employer, a medical certificate or statutory declaration must be provided for family leave.
- 26.7 Sick and family leave must not be used to replace or supplement annual leave, weekends, public holidays or rostered days off.
- 26.8 Any accrued flexi time should normally be used by an employee before using any personal leave to meet circumstances that cannot be adequately dealt with outside of normal working hours.
- 26.9 Casual Employees are entitled to unpaid sick leave and unpaid family leave in accordance with this clause.
- 26.10 Entitlement to Sick Leave**
- An employee (other than a casual Employee) who has accrued sick leave:
- 26.10.1 is entitled to take sick leave if the Employee is too sick to work;
- 26.10.2 who is on annual leave is entitled to sick leave if the Employee is too sick to work, subject to the provision of a medical certificate for the period of the sick leave. Sick leave so taken does not count as annual leave.
- 26.11 Accrual of Sick Leave Entitlement**
- An Employee's (other than a casual Employee) entitlement to sick leave accrues as follows:
- 26.11.1 for the first year of continuous service an Employee accrues sick leave at 1.46 hours for each completed week of service;
- 26.11.2 for each subsequent year of continuous service, at the beginning of each year an Employee accrues two weeks' sick leave;
- 26.11.3 an Employee's sick leave accumulates each year and sick leave taken is deducted from the Employee's sick leave credit;
- 26.11.4 an Employee is entitled to access accrued sick leave with a previous Council in accordance with section 106 of the *Local Government Act 1999*, if the Employee has exhausted their sick leave accrual with the Employer.

CLAUSE 27 : FAMILY VIOLENCE LEAVE

- 27.1 The Employer is committed to supporting Employees experiencing family violence to maintain their employment and to create a supportive work environment where Employees can request family violence leave. An Employee may access up to ten (10) days per annum of paid Family Violence Leave in accordance with this clause.
- 27.2 Family Violence occurs when a family member uses violent or abusive behaviour to control another family member or members.
- 27.3 Family Violence can include physical, verbal, emotional, economic or sexual abuse. For example: hitting, kicking, punching, choking, damaging property, yelling, insults, threats, bullying, withholding and controlling finances.
- 27.4 If requested by the Employer, an Employee is required to produce evidence such as a medical certificate, a document issued by SAPOL or a court, a Family Violence Support Service, notification from a financial institution, Doctor, District Nurse, Maternal and Child Health Care Nurse, Lawyer or Statutory Declaration that confirms family violence has occurred for the purposes of the following but not limited to:
- 27.4.1 Counselling for self and/or family using the Council's Employee Assistance Program or a similar service;
 - 27.4.2 Medical appointments;
 - 27.4.3 Court appearances;
 - 27.4.4 Emergency situations involving child care, school or education issues and relocation
 - 27.4.5 Seeking legal assistance
- 27.5 Family Violence Leave is non-cumulative.
- 27.6 To support an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will consider any reasonable request from an Employee experiencing family violence.
- 27.7 The Employer will ensure that all information concerning family violence will be handled with sensitivity and ensure all personal information concerning an Employee's circumstances is kept on their personnel file and remains confidential, to the extent possible.
- 27.8 Employees are entitled to access the Employer's Employee Assistance Program.

CLAUSE 28 : ANNUAL LEAVE

28.1 Entitlement to Annual Leave

- 28.1.1 The Employer recognises the importance of regular breaks from work, and encourages Employees to take their annual leave as it falls due. The Employer and each Employee are responsible for ensuring that leave is taken.

28.1.2 An Employee (other than a casual Employee) is entitled to four (4) weeks' annual leave (152 hours) for each completed year of continuous service, exclusive of public holidays and annual leave loading.

28.1.3 An Employee that is regularly rostered over seven days, including Sundays and public holidays is entitled to an additional one (1) week's annual leave.

28.1.4 On termination, an Employee is entitled to be paid their accrued annual leave and annual leave loading for each completed week of service, other than Employees with less than one (1) years' service who are dismissed for serious and wilful misconduct or Employees that unlawfully terminate their employment.

28.2 Loading

28.2.1 Employees are entitled to annual leave loading of 17.5%.

28.2.2 Employees who fall* within clause 28.1.3 of this Agreement are entitled to annual leave loading of 17.5%.

28.3 Time of Taking Annual Leave

28.3.1 Annual leave is taken at a time agreed between the Employer and the Employee. Employee requests will not be unreasonably refused and will be processed within fourteen (14) days, where possible.

28.3.2 Employees who have accrued in excess of eight (8) weeks' annual leave may be notified and directed to take their annual leave with four (4) weeks' written notice, unless the Employer and Employee have entered into a written agreement for the Employee to reduce their annual leave to below eight (8) weeks.

28.3.3 If an Employee with in excess of eight (8) weeks' annual leave, has applied for leave, which has been denied, a strategy will be developed in a timely manner between the Parties by agreement to reduce the excessive leave.

28.3.4 Nothing contained in this clause will restrict the taking of annual leave at times agreed between the Employer and an Employee.

28.4 Leave Allowed Before Due Date

28.4.1 The Employer may allow annual leave to an Employee before the right has accrued. Where such leave is taken, the Employee does not accrue further annual leave until their negative annual leave balance is eliminated.

28.4.2 Where leave has been granted and the Employee's employment terminates prior to the Employee eliminating their negative annual leave balance, the Employer can deduct the annual leave owing from monies due to the Employee.

28.5 Payment for Annual Leave

28.5.1 An Employee is entitled to be paid for their annual leave prior to commencing leave, if requested.

28.6 Leave Without Pay

28.6.1 The Employer acknowledges that there may be special circumstances whereby an employee requests Leave Without Pay (LWOP). Approval for requests for LWOP will be in line with Council's Leave Policy.

CLAUSE 29 : LONG SERVICE LEAVE

29.1 Where an Employee's contract of employment is altered, resulting in either a lower classification or reduced hours of work, the Employee's long service leave accrued at the time of change will be preserved and the Employee will thereafter accrue long service leave at the new rate.

29.2 An Employee may apply in writing to take long service leave at double the length at half the pay to the appropriate Manager.

29.3 The determination made by the Manager will be in writing and confirm why the application was approved or rejected.

CLAUSE 30 : BEREAVEMENT LEAVE

30.1 An Employee (other than a casual Employee), on the death of a spouse, parent, parent-in-law, sister or brother, child or step-child, step-parent, grandparent, grandchild or any household member, is entitled to two days paid leave. Casual Employees are entitled to unpaid bereavement leave.

30.2 The Employer may grant additional paid or unpaid bereavement leave on request.

30.3 If requested by the Employer, proof of death must be provided by the Employee to the Employer's satisfaction.

CLAUSE 31 : PURCHASED LEAVE

31.1 Employees may purchase one or two additional weeks leave per financial year (pro rata for part-time employees). A request will not automatically be granted and approval will depend on organisational and operational requirements.

31.2 Employees will not receive approval for purchased leave if they are not complying with the requirements of the leave policy. There is no right of appeal for denied Purchased leave.

31.3 Employees may apply for one or two weeks of purchased leave. The employee's annual salary, reduced in proportion to the leave purchased is spread evenly across the year on a fortnightly basis. This allows employees to continue to receive pay during the periods of purchased leave.

- 31.4 Applications for purchased leave, detailing time of leave, must be made to the employee's Director and approval will be determined in conjunction with the Manager of the area in which the Employee works.
- 31.5 Purchased leave can only be taken in week blocks, not individual days.
- 31.6 Purchased leave must be utilised within the financial year in which it has been Purchased, or the leave will be forfeited and the payment reimbursed to the Employee by the end of June each year. Purchased leave cannot be carried over from one financial year to another.
- 31.7 An Employee's fortnightly deductions will remain unchanged if they elect to be part of the Purchased leave scheme. It is the employees' responsibility to request for any changes to any fortnightly deductions.
- 31.8 If purchased leave is approved, it may be cancelled by either party on three months' notice or less in exceptional circumstances in the agreement of the relevant Director.
- 31.9 Where an employee/employer requests cancellation of purchased leave before the leave has been taken due to exceptional circumstances, and this is agreed by the parties, the necessary adjustment to salary will be paid as a lump sum.
- 31.10 Leave loading does not apply to any additional annual leave purchased.
- 31.11 Where an employee ceases paid employment during the year in which the purchased leave has been approved, a reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.
- 31.12 Purchased Leave will count as service.
- 31.13 This clause shall be read in conjunction with Council policy and procedure, as amended from time to time.

CLAUSE 32 : PARENTAL LEAVE

32.1 Definitions

- 31.1.1 For the purposes of this clause **child** means a child of the Employee under school age, except for adoption of a child where **child** means a person under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously lived continuously with the Employee for a period of six months or more.
- 31.1.2 For the purposes of this clause **spouse** includes a de facto or former spouse.
- 31.1.3 For the purpose of this clause **Employee** means full-time, part-time, fixed-term and **eligible casual Employees**, but does not apply to other casual Employees.
- 31.1.4 An **eligible casual Employee** means a casual Employee:

- (a) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

32.2 Basic Entitlement

- 32.2.1 After twelve months **continuous service**, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For the primary carer, parental leave may be taken and for the secondary carer, partner leave may be taken. Adoption leave may be taken in the case of adoption.
- 32.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (a) For parental and partner leave, an unbroken period of up to three weeks at the time of the birth of the **child**; and
 - (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.

32.3 Paid Parental Leave

- 32.3.1 An Employee who is eligible for unpaid parental, partner or adoption leave to be the primary care-giver of a **child**, is entitled to twelve (12) weeks paid leave (inclusive of public holidays) at their ordinary rate of pay of the substantive position.
 - 32.3.2 Paid leave under clause 32.3.1 is taken concurrently with, not in addition to, unpaid parental leave. An Employee can elect to be paid half of their ordinary rate of pay each week for 24 weeks.
 - 32.3.3 A Employee who is eligible for unpaid leave of up to three (3) weeks at the time of the birth or adoption of a **child**, is entitled to 3 weeks paid leave (inclusive of public holidays) at their ordinary rate of pay.
- 32.4 An Employee on paid leave under clause 32.3.1 may retain the right to use their Employer provided motor vehicle, subject to their Director's approval.

32.5 Right to Request

- 32.5.1 An Employee entitled to parental leave pursuant to the provisions of clause 32.6 may request the Employer to allow the Employee:
 - (a) to extend the period of simultaneous unpaid parental leave provided for in clauses 32.6.2 and 32.6.4 up to a maximum of eight weeks;
 - (b) to extend the period of unpaid parental leave provided for in clause 32.6.2 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, to assist the Employee in reconciling work and parental responsibilities.

32.5.2 The Employer shall consider the request 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 grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

32.5.3 Employees request and the Employers decision to be in writing

The Employees request and the Employers decision made under clauses 32.5.1(a) and 32.5.2 must be recorded in writing.

32.5.4 Request to return to work part-time

Where an Employee wishes to make a request under clause 32.5.1(a), 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.

32.6 Parental Leave

32.6.1 An Employee will provide to the Employer at least ten weeks in advance of the expected date of commencement of parental leave:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on the proposed commencement date of parental leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of partner leave sought or taken by the secondary carer and that for the period of parental leave, the employee will not engage in any conduct inconsistent with her contract of employment.

32.6.2 Subject to clause 32.6.1, and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

32.6.3 Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the **child**, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

32.6.4 Where the pregnancy of an employee terminates between 20 and 36 weeks, and the Employee has not commenced parental leave, one (1) week's paid parental leave will be provided to the employee. The employee may also access accrued personal leave;

- i. The Employee may take unpaid special parental 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 parental leave;

32.6.5 Where leave is granted under clause 32.2, 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 weeks from the recommencement date desired by the Employee.

32.7 Partner Leave

An Employee, will provide to the Employer at least ten weeks prior to each proposed period of partner leave with:

32.7.1 A certificate from a registered medical practitioner which names the primary carer, and states the expected date of confinement, or states the date on which the birth took place; and

32.7.2 Written notification of the dates on which he/she proposes to start and finish the period of partner leave; and

32.7.3 Except in relation to leave taken simultaneously with the **primary carer** under clauses 32.2.2(a) and 32.2.2(b) a statutory declaration stating:

- (a) He/she will take that period of partner leave to become the primary care-giver of a **child**;
- (b) particulars of any period of parental leave sought or taken by the **primary carer**; and
- (c) that for the period of partner leave he/she will not engage in any conduct inconsistent with his/her contract of employment.

32.7.4 An Employee may take partner leave without giving ten 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.

32.8 Where any of these conditions occur, the Employee shall notify the Employer of any change in the information provided previously as soon as possible.

32.9 Adoption Leave

32.9.1 The Employee will notify the Employer at least ten 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.

32.9.2 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.
- 32.9.3 An Employer may require an Employee provide confirmation from the appropriate government authority of the placement.
- 32.9.4 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 weeks from receipt of notification for the Employee's return to work.

32.10 Variation of period of Parental Leave

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 weeks prior to the commencement of the changed arrangements.

32.11 Parental Leave and Other Entitlements

- 32.11.1 An Employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 32.5.1.
- 32.11.2 Where a pregnant Employee not then on parental/partner leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special parental leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 32.5.1.

32.12 Transfer to a safe job

- 32.12.1 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 attaching to that job until the commencement of parental leave.
- 32.12.2 If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

32.13 Returning to work after a period of Parental Leave

- 32.13.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 32.13.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 32.12, the Employee will be entitled to return to the position they held immediately before such transfer.
- 32.13.3 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.
- 32.13.4 An 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.
- 32.13.5 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

32.14 Replacement Employees

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

32.15 Part-time work

32.15.1 Entitlement – with the agreement of the Employer

- (a) An Employee who is the secondary carer may work part-time in one 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.
- (b) A female Employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) An Employee who is the primary carer may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until the child reached school age.

- (d) In relation to adoption, an Employee who is the primary carer may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

32.15.2 Return to former position

- (a) An Employee who has had at least twelve months **continuous service** with an 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 his or her former position.
- (b) Nothing in clause (a) shall prevent the Employer from permitting the Employee to return to his or her former position after a second or subsequent period of part-time employment.

32.15.3 Effect of part-time on continuous service

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.

32.15.4 Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with clause 32.15, part-time employment shall be in accordance with the provisions of this Award which shall apply pro-rata.

32.15.5 Transitional arrangements – annual leave

- (a) An Employee working part-time under this clause 32.15 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 the Award, 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 clause 32.15.
- (b) A full-time Employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause 32.15, in such periods and manner as specified in the Award, 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.
- (c) 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.

32.15.6 Transitional arrangements – personal leave

An Employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Award (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.

32.15.7 Part-time work agreement

- (a) Before commencing a period of part-time employment under this clause 32.15 the Employee and the Employer shall agree.
- that the Employee may work part-time;
 - upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;
 - upon the classification applying to the work to be performed; and
 - upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be recorded in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer.
- (d) The terms of this agreement shall apply to the part-time employment.

32.15.8 Termination of employment

- (a) The employment of a part-time Employee under this subclause may be terminated in accordance with the provisions of the Award, but may not be terminated by the Employer because the Employee has exercised or proposes to exercise any rights arising under this clause 32.15 or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause 32.15, or while working full-time after transferring from part-time work under this 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.

32.15.9 Extension of hours of work

An Employer may request, but not require, an Employee working part-time under this subclause to work outside or in excess of the Employee's ordinary hours of duty provided for in accordance with clause 32.15.7.

32.15.10 Nature of part-time work

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 the Award.

32.15.11 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged as a result of an Employee working part-time under this clause 32.15.
- (b) A replacement Employee may be employed part-time. Subject to (a) clauses 32.15.3, 32.15.4, 32.15.5, 32.15.6, 32.15.7, 32.15.8 shall apply to the part-time employment of replacement Employees.
- (c) Before an Employer engages a replacement Employee under clause (a), the Employer shall inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (d) Nothing in this clause 32.15.11 shall be construed as requiring an Employer to engage a replacement Employee.

32.16 Communication during parental leave

32.16.1 During the period of Parental Leave staff are entitled to access keeping in touch days pursuant to the Fair Work Act 2009 section 79A;

32.16.2 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

32.16.3 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.

32.16.4 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 clause 32.16.1(a).

CLAUSE 33 : EMPLOYEE SUPPORT PROGRAM

33.1 Employee Health Program

33.1.1 To support Employees with their health and wellbeing, the Employer will provide Employees the opportunity to participate in annual health and skin checks

33.1.2 There shall be no smoking permitted by Employees within Council owned and/or leased buildings, near environs and/or vehicles.

33.2 Employee Assistance Program

33.2.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Employer will provide Employees with access to professional, independent and confidential counselling services at no cost to the Employee

33.2.2 A self-referral service will be available for easy access by all Employees.

CLAUSE 34 : PUBLIC HOLIDAYS

34.1 An Employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day, in accordance with the *Holidays Act* 1910.

34.2 Where a public holiday occurs on a rostered day off of a library Employee, the Employee will be entitled to an additional day's leave in lieu to be taken at a time agreed with the Employer.

CLAUSE 35 : TRAINING AND DEVELOPMENT

35.1 The Employer is committed to providing appropriate training for Employees to ensure a multi-skilled and flexible workforce.

35.2 Employee development is ongoing. Individual Employee developmental needs will be discussed, planned and implemented through the formal performance development process.

35.3 The Parties are committed to training and development of Employees to enhance career options and to increase productivity and effectiveness, by providing positive feedback to Employees regarding their work performance.

35.4 Outside of the formal process, other training, education and developmental needs will be discussed with the relevant supervisor as they arise and attendance arranged as appropriate.

35.5 The Employer may require Employees to attend training from a departmental or organisational perspective to ensure Employees are trained in new policies or procedures, in WH&S standards and to improve the level of knowledge, skills and efficiency across the organisation.

35.6 Where possible, mandatory training will be conducted at times convenient for individuals, groups and the Council, depending upon the training requirement and programme availability.

- 35.7 As a means of enabling greater flexibility in the provision of training opportunities, training programs may be conducted outside normal working hours. Sessions may be held outside normal working hours by mutual agreement. A minimum of 14 days' notice will be provided prior to any training programme being conducted during these times.
- 35.8 Where possible, flexible options (ie more than one opportunity to attend a programme) will be provided.
- 35.9 Payment will be at ordinary time or may be taken at ordinary time as time in lieu of pay.
- 35.10 Reasonable child care expenses, when required, will be met by Council.
- 35.11 Management will arrange to provide meals or to pay meal allowance where training encompasses meal breaks.

CLAUSE 36 : TRADE UNION TRAINING LEAVE

- 36.1 ASU Workplace Representatives are allowed leave with pay up to a maximum of six (6) days or additional days by mutual agreement, per annum to attend courses conducted by the ASU in South Australia subject to the following conditions:
- 36.1.1 Not less than four (4) weeks' notice is given to the Employer of the start date of the training course, the agenda with the times on which the course is to be conducted. Two (2) weeks prior to the course, the name of the presenter and syllabus will be provided to the Chief Executive Officer;
- 36.1.2 The Employer is able to make adequate staffing arrangements during the period of leave;
- 36.1.3 Upon agreement by the Employer, at any one time no more than one (1) Employee of the Employer is on leave pursuant to this clause.

CLAUSE 37 : STUDY LEAVE

- 37.1 Employees undertaking study approved by the Employer are entitled to up to a maximum of five (5) hours paid leave per week as approved by the relevant Manager, including travel time, to attend or participate in a course, lectures or examinations.
- 37.2 Where the Employer requires an Employee to undertake study, the Employer will reimburse the Employee for all incurred fees paid to undertake the course.

CLAUSE 38 : SICK AND ACCIDENT COVER

- 38.1 The Employer recognises the importance of financial security providing support to Employees and their families in the event of long term illness and injury.

- 38.2 To provide this financial security, the Employer agrees to arrange for all Employees to be insured for 24 hour Sickness and Accident Salary Protection Cover. The policy will be negotiated with the Employer's insurance provider and details of the policy will be provided to Employees on request. All claims will be the subject of negotiation between the individual Employee and the insurer.
- 38.3 The cost of providing the Sickness and Accident Salary Protection Cover will be incorporated in the quantum financial outcome of this Agreement subject to each Employee signing a recurring expense payment FBT declaration form relating to the cover provided.
- 38.4 Whenever an Employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the insurer.
- 38.5 Participation in the scheme will be discontinued in the event of a majority vote of all Employees.

CLAUSE 39 : SUPERANNUATION

- 39.1 Choice of fund will apply from 1 January 2012 with all new Employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any Employee that does not provide a choice form within an appropriate period, as determined by the Employer, all contributions will be paid to StatewideSuper's MySuper.
- 39.2 The amount of the Employer superannuation contribution will be:
- 39.2.1 For each Employee who is making "Salarylink Contributions" to StatewideSuper:
- (a) 3% of the Employee's salary; and
 - (b) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the Employee; and
 - (c) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 39.2.2 "Salarylink Contributions" has the meaning given to that term under the Trust Deed of StatewideSuper.
- (a) For each other Employee:
 - (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 39.3 Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

39.4 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the Parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 40 : SALARY SACRIFICE

40.1 An Employee must apply to the Employer to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

40.2 It is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

40.3 The Employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, will be the pre-sacrificing salary.

40.4 Any such arrangement will be by mutual agreement between each Employee and the Employer, provided that approval by the Employer will not be unreasonably withheld.

40.5 The application shall be in writing on the form provided by the Employer's Financial Services Section and will detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.

40.6 Each Employee may review at any time the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

40.7 The agreement to salary sacrifice may be rescinded by the Employee provided two (2) weeks prior notice in writing is given to the officer responsible for payroll.

40.8 The Employee is responsible for the costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the nominated Superannuation Scheme will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.

40.9 Salary sacrifice contributions under this clause will be treated as Employer contributions and may be subject to the superannuation market cost/fees.

CLAUSE 41 : SALARY

41.1 The pay rates in Schedule 1 of this Agreement will commence on the first full pay period from on approval of this Agreement by the SAET.

41.1.1 An increase of 2.5 percent of the employee's current per annum salary payable on the first full pay period on or after 1 July 2018.

41.1.2 A further increase of 2.5 percent of the employee's per annum salary payable to be paid on the first full pay period on or after 1 July 2019.

41.1.3 A further increase of 2.5 percent of the employee's per annum salary payable to be paid on the first full pay period on or after 1 July 2020.

CLAUSE 42 : TERMINATION OF EMPLOYMENT**42.1 Notice of Termination by Employer**

42.1.1 In order to terminate the employment of an Employee (other than a casual Employee), the Employer must give the Employee the following notice:

Period of Continuous Service Period of Notice

- Not more than 1 year at least 1 week
- More than 1 year but not more than 3 years at least 2 weeks
- More than 3 years but not more than 5 years at least 3 weeks
- More than 5 years at least 4 weeks

42.1.2 In addition to the notice in clause 42.1.1, Employees over forty five (45) years of age at the time of the giving of notice with not less than two (2) years continuous service are entitled to an additional notice of one (1) week.

42.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in clause 42.1.1 or 42.1.2 or 42.1.4 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

42.1.4 In calculating any payment in lieu of notice, the Employer must pay the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated. Further, the period must be treated as service for the purposes of all service related entitlements.

42.1.5 The period of notice in this clause does not apply in the case of:

- 37.1.5.1 dismissal for conduct that at common law justifies instant dismissal;
- 37.1.5.2 casual Employees;
- 37.1.5.3 apprentices;
- 37.1.5.4 trainees whose employment is for a specified period;
- 37.1.5.5 Employees engaged for a specific period of time; or
- 37.1.5.6 for a specific task or tasks.

42.2 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, the Employee is entitled to up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

42.3 Statement of Employment

The Employer must provide an Employee a written statement specifying the period of employment and the classification of or the type of work performed.

42.4 Notice of Termination by Employee

An Employee (other than a casual Employee) will provide two weeks' notice of termination, otherwise Employee will forfeit two weeks salary. Where the provisions of an Employee's contract provides for a longer period of notice, such provisions apply.

CLAUSE 43 : AGREEMENT ACCESS AND NOTICE BOARDS

43.1 A copy of this Agreement will be available at the Employer's premises, including the intranet.

43.2 A notice board will be available at the workplaces to facilitate communication between Employees and the ASU.

CLAUSE 44 : TIME RECORDS

The Employer will keep adequate time and leave records together with the details of annual, sick and long service leave accrued and taken for all Employees, including the details of all deductions that are made.

CLAUSE 45 : PROTECTIVE CLOTHING AND UNIFORMS

45.1 If the Employer requires an Employee to provide their own items of protective clothing, the Employer will reimburse the Employee the reasonable expenses of the purchase and maintenance of this clothing.

45.2 If the Employer requires an Employee to wear a uniform the Employer will provide the uniform.

45.3 Employees required to handle chemicals are entitled to an annual medical examination arranged by the Employer and Employee. The Employer will pay the difference between the Medicare rebate and the actual cost of the examination.

CLAUSE 46 : PAYROLL DEDUCTIONS

The Employer will continue to maintain and to provide lawful payroll deductions on request of an Employee.

CLAUSE 47 : NO FURTHER CLAIMS

The Parties agree that for the nominal duration of this Agreement there will be no further claims sought or granted except for those provided under the terms of this Agreement.

CLAUSE 48 : SIGNATURES

Signed for and on behalf of:
CITY OF PROSPECT



.....
CHIEF EXECUTIVE OFFICER



.....
WITNESS

Dated on this 8th day of January 2019

EMPLOYEE REPRESENTATIVE



MARK ELTON

.....
NAME



.....
WITNESS

Dated on this 7th day of January 2019

Signed for and on behalf of:
THE AUSTRALIAN SERVICES UNION – SA BRANCH



.....
BRANCH SECRETARY

.....
WITNESS

Dated on this 9 day of January 2019

**SCHEDULE 1 – GENERAL OFFICERS STREAM 2.5%
PAY RATES as from 01/07/2018**

Level	Year	Rate Code	Hourly	Weekly	Annual
Level 1	1	101	25.82	981	51,025
	2	102	26.37	1,002	52,120
	3	103	27.18	1,033	53,717
	4	104	28.05	1,066	55,433
	5	105	28.89	1,098	57,102
	6	106	29.66	1,127	58,580
Level 2	1	201	30.50	1,159	60,272
	2	202	31.34	1,191	61,914
	3	203	32.21	1,224	63,631
	4	204	33.05	1,256	65,299
Level 3	1	301	33.89	1,288	66,969
	2	302	34.79	1,322	68,756
	3	303	35.61	1,353	70,377
	4	304	36.34	1,381	71,831
Level 4	1	401	37.24	1,415	73,570
	2	402	38.05	1,446	75,215
	3	403	39.08	1,485	77,213
	4	404	39.76	1,511	78,575
Level 5	1	501	40.63	1,544	80,267
	2	502	41.45	1,575	81,912
	3	503	42.34	1,609	83,674
Level 6	1	601	43.74	1,662	86,416
	2	602	45.13	1,715	89,204
	3	603	46.58	1,770	92,039
Level 7	1	701	47.97	1,823	94,803
	2	702	49.37	1,876	97,568
	3	703	50.84	1,932	100,451
Level 8	1	801	52.53	1,996	103,813
	2	802	54.24	2,061	107,149
	3	803	55.95	2,126	110,533
					New Rate – From Jul 2018
Casuals	Level 1-1	911			32.28
	Level 2-1	921			38.13
	Level 2-2	922			39.18
	Level 2-3	923			40.26
	Level 2-4	924			41.31
	Level 3-1	931			42.36
	Level 3-2	932			43.49
	Level 3-3	933			44.51
	Level 3-4	934			45.43
	Level 4-1	941			46.55
	Level 4-2	942			47.56
	Level 4-3	943			48.85
	Level 4-4	944			49.70
	Level 5-1	951			50.79
	Level 5-2	952			51.81
	Level 5-3	953			52.93

**SCHEDULE 1 – GENERAL OFFICERS STREAM 2.5%
PAY RATES as from 01/07/2019**

Level	Year	Rate Code	Hourly	Weekly	Annual
Level 1	1	101	26.47	1,006	52,301
	2	102	27.03	1,027	53,423
	3	103	27.87	1,059	55,060
	4	104	28.76	1,093	56,819
	5	105	29.63	1,126	58,530
	6	106	30.39	1,155	60,045
Level 2	1	201	31.26	1,188	61,779
	2	202	32.11	1,220	63,462
	3	203	33.00	1,254	65,222
	4	204	33.87	1,287	66,931
Level 3	1	301	34.74	1,320	68,643
	2	302	35.66	1,355	70,475
	3	303	36.50	1,387	72,136
	4	304	37.26	1,416	73,627
Level 4	1	401	38.16	1,450	75,409
	2	402	39.03	1,483	77,095
	3	403	40.05	1,522	79,143
	4	404	40.76	1,549	80,539
Level 5	1	501	41.63	1,582	82,274
	2	502	42.50	1,615	83,960
	3	503	43.39	1,649	85,766
Level 6	1	601	44.82	1,703	88,576
	2	602	46.26	1,758	91,434
	3	603	47.74	1,814	94,340
Level 7	1	701	49.18	1,869	97,173
	2	702	50.61	1,923	100,007
	3	703	52.11	1,980	102,962
Level 8	1	801	53.84	2,046	106,408
	2	802	55.58	2,112	109,828
	3	803	57.34	2,179	113,296
					New Rate – From Jul 2019
Casuals	Level 1-1	911			33.09
	Level 2-1	921			39.08
	Level 2-2	922			40.14
	Level 2-3	923			41.25
	Level 2-4	924			42.34
	Level 3-1	931			43.43
	Level 3-2	932			44.58
	Level 3-3	933			45.63
	Level 3-4	934			46.58
	Level 4-1	941			47.70
	Level 4-2	942			48.79
	Level 4-3	943			50.06
	Level 4-4	944			50.95
	Level 5-1	951			52.04
	Level 5-2	952			53.13
Level 5-3	953			54.24	

**SCHEDULE 1 – GENERAL OFFICERS STREAM 2.5%
PAY RATES as from 01/07/2020**

Level	Year	Rate Code	Hourly	Weekly	Annual
Level 1	1	101	27.13	1031	53,609
	2	102	27.71	1053	54,759
	3	103	28.55	1085	56,437
	4	104	29.47	1120	58,239
	5	105	30.37	1154	59,993
	6	106	31.16	1184	61,546
Level 2	1	201	32.05	1218	63,323
	2	202	32.92	1251	65,049
	3	203	33.84	1286	66,853
	4	204	34.71	1319	68,604
Level 3	1	301	35.61	1353	70,359
	2	302	36.55	1389	72,237
	3	303	37.42	1422	73,939
	4	304	38.18	1451	75,468
Level 4	1	401	39.11	1486	77,294
	2	402	40.00	1520	79,022
	3	403	41.05	1560	81,122
	4	404	41.79	1588	82,552
Level 5	1	501	42.68	1622	84,331
	2	502	43.55	1655	86,059
	3	503	44.50	1691	87,910
Level 6	1	601	45.95	1746	90,790
	2	602	47.42	1802	93,720
	3	603	48.95	1860	96,699
Level 7	1	701	50.39	1915	99,602
	2	702	51.87	1971	102,507
	3	703	53.42	2030	105,536
Level 8	1	801	55.18	2097	109,068
	2	802	56.97	2165	112,574
	3	803	58.76	2233	116,128
					New Rate – From Jul 2020
Casuals	Level 1-1	911			33.91
	Level 2-1	921			40.06
	Level 2-2	922			41.15
	Level 2-3	923			42.30
	Level 2-4	924			43.39
	Level 3-1	931			44.51
	Level 3-2	932			45.69
	Level 3-3	933			46.78
	Level 3-4	934			47.73
	Level 4-1	941			48.89
	Level 4-2	942			50.00
	Level 4-3	943			51.31
	Level 4-4	944			52.24
	Level 5-1	951			53.35
	Level 5-2	952			54.44
	Level 5-3	953			55.63

SCHEDULE 2 – CLASSIFICATION STRUCTURE

LEVEL 1

Activities/Functions

- Perform a range of clearly defined routine activities of a support nature.

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.

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.

Problem Solving

- Solutions to problems found in established procedures.

Provision of Advice/Support Assistance/Time Management & Organisation Skills

- Responsible for the timeliness of own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.

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.

Where the Prime Responsibility is in the Works Area

- Arrange a minor works activity within established methods as part of the training process.

Where Prime Responsibility is in Libraries

Undertake routine library duties:-

- routine shelving
- issues and returns.

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.

Where the Prime Responsibility is in the Local animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a “Professional” Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and administrative support and could include:-

- straight forward operation of keyboard equipment
- basic word processing data input
- basic numeracy, written and verbal communication skills, relevant to the work area
- provision of routine information
- general reception and telephonist duties
- general stenographic duties.

Where Prime Responsibility is in Child Care

- Assist with the development, planning, implementation and evaluation of child care developmental programs and the co-ordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting
- Liaise with parents
- Under close direction
- Undertake work with individual children with particular needs
- Oversight and direction of Level 1A officers.

Where Prime Responsibility is in Environmental Services

- Enforce compliance with traffic by laws and regulations at an elementary level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- A developing knowledge of the section/department function and operation
- Basic knowledge of clerical/administrative practices and procedures relevant to the work area
- A developing knowledge of work practices and policies of the relevant work area
- Basic numeracy, keyboard, written and verbal communication skills relevant to the work area
- No formal qualifications required at this level
- At this level, employers are expected to offer substantial on-the-job training
- It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training

OR

- Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section
- Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Progression

- Completion of introduction to child care skills and accepted for the advanced certificate in child care.

LEVEL 2

Activities/Functions

- Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.

Complexity of Task Level of Autonomy

- Application of acquired skills, knowledge and an under-standing 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.

Initiative and Judgement

- Limited scope to exercise initiative and judgement within clearly established procedures and practices.

Problem Solving

- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.

Provision of Advice/Support/Assistance

- May assist lower classified officers concerning established practices and procedures.

•

Time Management & Organisational Skills

- Managing time, planning and organising own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- performing tasks of a sensitive nature including the provision of more than routine information
- understanding of clear but complex rules
- oversight and/or guidance of the work of a limited number of lower classified officers
- provision of assistance to lower classified officers concerning established procedures.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

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.

Where Prime Responsibility is in Libraries

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.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and/or administrative support and could include:-

- operating a computer, word processor and/or other business software and peripheral equipment
- utilising basic computing concepts and initiating corrective action at an elementary level
- utilising the functions of systems and be proficient in their use
- performing tasks of a sensitive nature
- provision of more than routine information
- operate a desktop publisher at a routine/basic level
- utilise basic skills in oral and written communication with clients and other members of the public
- receive and account for monies and assist clients/ratepayers.

Where Prime Responsibility is in Child Care

- Accept responsibility for groups of children under and/or over two years of age
- Co-ordinate activities of more than one group
- Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director
- Supervise lesser qualified workers
- Assist with administrative functions
- Supervise lesser qualified workers.

Where Prime Responsibility is in Environmental Services

- Inspectorial duties involving the enforcement of general by- laws/regulations, assist senior officers with special projects
- Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer
- (Trainee level).

Where the Prime Responsibility is in Community Services

- Operate a community service program at an elementary level.

Requirements of the Job

- Basic skills in oral and written communication with clients and other members of the public
- Knowledge of established work practices and procedures relevant to the work area
- Knowledge of policies and regulations relating to the work area
- Understanding of clear but complex rules
- Understanding of basic computing concepts
- Application of techniques relevant to the work area
- Developing knowledge of statutory requirements relevant to the work area
- No formal qualifications required

OR

- Entry point for three year degree/associate diploma/appropriate certificate without experience

OR

- Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required

OR

- Appropriate on-the-job training and relevant experience.

Progression

- Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate

- The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work
- Graduates will advance to the 1st increment of level 3 after twelve months' satisfactory service.

LEVEL 3

Activities/Functions

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

- Application of procedures, methods and guidelines which are well established
- May set outcome/objectives for specific projects
- Works under general direction with assistance available from senior officers
- 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

- Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.

Problem Solving

- Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.

Provision of Advice/Support/Assistance

- 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 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 Responsibilities

Officers at this level have responsibilities which will/may include:-

- 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.

Where Prime Responsibility Lies in a Technical Field

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

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

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)

- Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Advise landholders/local authorities/government officers on:-

- eradication/control techniques and measures and provide information on obligations under the relevant legislation.

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

Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:-

- Systems Administrator in small/medium sized council whose responsibility includes the security/integrity of the system
- operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems
- application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer
- provide a service utilising the full functions of a desk top publisher.

Where Prime Responsibility is in Child Care

Perform the duties of assistant director in child care centre

- Supervise qualified and unqualified workers, plan and co-ordinate training programs
- Develop, plan the educational and/or development programs for areas within the centre
- Supervise qualified/unqualified workers, plan and co-ordinate training programs.

Where Prime Responsibility is in Environmental Services

- 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
- Undertake minor development assessment duties and could include:- - administer the requirements of the planning Act
 - checking applications for compliance
- Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies
- Undertake basic health or building inspections.

Where the Prime Responsibility is in Community Services

Plan and co-ordinate elementary community based projects/programs, and could include:-

- performing moderately complex functions
- social planning, demographic analysis, survey design and analysis
- duties of a specialised nature
- a single program at a more complex level
- administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

Requirements of the Job

- Thorough knowledge of work activities performed within the work area
- Sound knowledge of procedural/operational methods of the work area
- May utilise professional or specialised knowledge
- Ability to apply computing concepts
- Working knowledge of statutory requirements relevant to the work area
- Entry level for four year degree in the relevant discipline

OR

- Entry level for three year degree plus graduate diploma in the relevant discipline

OR

- Associate diploma with experience

OR

- Three year degree plus 1 year professional experience in the relevant discipline

OR

- Appropriate certificate with relevant experience

OR

- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2
- Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work
- Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service
- Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.

LEVEL 4**Activities/Functions**

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.

Complexity of Task Level of Autonomy

- Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established

- Required to set specific performance outcomes and further develop work methods where general work procedure is not defined
- Work under general direction with assistance usually available.

Initiative and Judgement

- 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.

Problem Solving

- Solution to moderately complex problems generally found in precedents, guidelines or instructions.

Provision of Advice/Support/Assistance

- Provide specialist expertise/advice in relevant discipline
- Contribute knowledge in establishing procedures in the appropriate work related field.

Time Management & Organisational Skills

- 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.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- duties of a specialised nature requiring the development of expertise over time or previous knowledge
- providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems
- a substantial component of supervision or provide specialist expertise
- supervision of various functions within a work area or projects
- supervision of contractors.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

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.

Where Prime Responsibility is in Libraries

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.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Manage a recreation complex (aquatic or non-aquatic).

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Plan, co-ordinate and implement the activities/policies of the local animal and plant control board and could include:-

- supervision of other staff.

Where the Prime Responsibility is in a “Professional” Field

Responsibilities could include:-

- lead a team within a discipline related project
- liaison with other professionals at a technical level
- discussing techniques, procedures and/or results with clients on straightforward matters.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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:-

- 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.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 35 places and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-

- 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.

Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:-

- building or health applications including liaison with clients
- plans, permits, applications, etc.
- site inspection.

Where the Prime Responsibility is in Community Services

Assist senior officers with the planning and co-ordination of a community program of a complex nature.

Requirements of the Job

- Knowledge of statutory requirements relevant to work area
- Knowledge of section procedures, policies and activities
- Sound discipline knowledge gained through previous experience, training or education
- Knowledge of the role of departments within council and/or service functions
- Specialists require an understanding of the underlying principles in the relevant disciplines

- Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience

OR

- Associate diploma with relevant experience

OR

- Lesser formal qualifications with substantial years of relevant experience

OR

- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- 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.

LEVEL 5

Activities/Functions

- Responsible for a range of functions within the section and/or department.

Complexity of Task Level of Autonomy

- 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
- Required to set specific performance outcomes and further develop work methods
- Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.

Initiative and Judgement

- Exercise initiative and judgement where procedures not clearly defined.

Problem Solving

- Solution to problems generally found in documented techniques, precedents and guidelines.

Provision of Advice/Support/Assistance

- Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.

Time Management & Organisational Skills

- Plan and organise their own work and that of subordinate staff.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in establishing section/department programs and procedures
- responsibility for a moderately complex project
- a minor phase of a broader or more complex professional assignment
- specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer
- control of projects and/or programs
- assisting in the preparation/prepare department or section budgets
- supervision of section or in the case of small council, a department
- supervision of contractors

- setting priorities and monitor workflows in areas of responsibility
- establish the most appropriate operational methods for section/department
- setting outcomes for subordinate officers
- work may span more than one discipline.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

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.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in 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.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Plan co-ordinate and administer the activities/policies of local animal plant control boards and could include:-

- supervision of other staff
- preparation of the budgets.

Where the Prime Responsibility is in a “Professional” Field

Exercise professional responsibilities which could include:-

- supervision of the function
- tasks of a specialised detailed nature
- provide reports on progress of activities and provide recommendations
- carry out planning studies for particular projects including aspects of design
- utilise a high level of interpersonal skills in dealing with the public/other organisations
- exercise professional judgement within prescribed areas.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Responsibilities could include:-

- 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.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 60 places, and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational and/or developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

- Undertake duties in the disciplines of building and health.

Where the Prime Responsibility is in Community Services

- Plan, develop and operate a community service program of a moderately complex nature.

Requirements of the Job

- Knowledge of departmental programs, policies and activities
- Sound discipline knowledge gained through experience
- Knowledge of the role of council's structure and service
- Relevant degree with relevant experience

OR

- Associate diploma with substantial experience

OR

- Qualifications in more than one discipline

OR

- Less formal qualifications with specialised skills sufficient to perform at this level

OR

- Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Progression

- 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.

LEVEL 6**Activities/Functions**

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.

Complexity of Task Level of Autonomy

- Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.
- Sets outcomes for the work area of responsibility to achieve objectives of the department/council.
- Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.

Initiative and Judgement

- 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.

Problem Solving

- Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.

Provision of Advice/Support/Assistance

- Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.

Time Management & Organisational Skills

- Managing time is essential to achieve outcomes.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- significant projects and/or functions
- a range of duties within the work area, including problem definition, planning and the exercise of 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
- positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

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.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Supervise/manage operation of a discrete element which is part of a larger office and could include:-

- 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).

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to *general responsibilities*.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

Supervision/management responsibilities exercised within a multi-discipline.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation
- Discipline knowledge gained through experience, training or education
- Appreciation of the long term goals of the organisation
- Detailed knowledge of program activities and work practices relevant to the work area
- Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department
- Comprehensive knowledge of statutory requirements relevant to the discipline
- Degree with substantial experience

OR

- Associate diploma with substantial experience

OR

- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

*Not relevant to this level.

LEVEL 7

Activities / Functions

Exercise managerial responsibility for various functions within the department and/or council and could include:-

- specialised functions
- operation as a specialist
- operation as a member of a specialised professional team.
- working independently.

Complexity of Task / Level of Autonomy

- Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community
- Set outcomes for the work area/section/function
- Work under limited direction with guidance not always readily available within the organisation.

Initiative and Judgement

- Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.

Problem Solving

- Solution to complex problems involves the selection of methods and techniques based on sound judgement.

Provision of Advice / Support / Assistance

- Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.

Time Management and Organisational Skills

- Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- responsibility for a significant work area
- development of work practices and procedures for various projects
- development and implementation of significant operational procedures
- reviewing operations to determine effectiveness
- develop appropriate methodology and apply proven techniques in providing specialised services
- prepare budget submissions for senior officers and/or council
- management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes
- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed
- good understanding of the long term goals of council
- manage a works program or work area of council
- undertake the control and co-ordination of a section, department and/or significant work area.

Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

Where Prime Responsibility Lies in a Technical Field

Responsible for the control and co-ordination of projects in accordance with corporate goals.

Refer to *general responsibilities*.

Where the Prime Responsibility is in the Works Area

- Develop and implement significant works programs.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a “Professional” Field

Refer to general responsibilities

Requirements of the Job

- Comprehensive knowledge of council policies and procedures
- Application of a high level of discipline knowledge
- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience

OR

- Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

- 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.

LEVEL 8**Activities / Functions**

Exercise managerial responsibility for a department/council’s relevant activity, and could include:-

- functions across a range of administrative, specialist or operational areas
- operation as a senior specialist providing multi-functional advice to various departments or council.

Complexity of Task / Level of Autonomy

- 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
- Identification of current/future options and the development of strategies to achieve outcomes
- Work under broad direction and formulate, implement, monitor and evaluate projects/programs or control organisational elements
- Undertake duties of an innovative, novel or critical nature.

Initiative and Judgement

- Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

Problem Solving

- Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside the original field of specialisation.

Provision of Advice / Support / Assistance

Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:-

- a consultancy service
- specialist financial, technical, professional and/or administrative advice on policy including operational
- manage/administer complex policy

Time Management and Organisational Skills

- Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in the initiation and formulation of extensive projects/
- programs which impact on council's goals and objectives
- undertaking work of significant scope and/or complexity
- extensive projects/
- programs in accordance with department/corporate goals
- development, implementation and evaluation of goals
- management of a work area of council at a 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.

Positions at this level will demand responsibility for decision making within the constraints of corporate policy.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

Establish, control and organise on-going plans and programs for department/council and could include:-

- administering complex policy and works program matters.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Ensure the outcome of work of significant scope and/or complexity and could include:-

- assessment and review of standards and work of other professionals/external consultants
- initiate and formulate departmental/council programs
- implement council objectives within corporate goals
- develop

Where Prime Responsibility is in Clerical/Secretarial/Administrative

- Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

Detailed knowledge of council policy, programs and the procedures and practices

- High level of discipline knowledge
- Detailed knowledge of statutory requirements
- Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)

OR

- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties of the position.

Progression

*Not relevant to this level.