

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title City of Burnside Administration Employees Enterprise Agreement 2023
Employer City of Burnside
Case number ET-23-04491

Orders - Approval of Enterprise Agreement City of Burnside Administration Employees Enterprise Agreement 2023

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

This Agreement shall come into force on and from 8 November 2023 and have a nominal life extending for a period to 30 June 2026.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Commissioner Rogers

08 Nov 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



City of Burnside

Administration Employees Enterprise Agreement 2023



TABLE OF CONTENTS

1	SECTION 1 - AGREEMENT REGULATION AND ADMINISTRATION	5
1.1	Title	5
1.2	Parties Bound by Agreement.....	5
1.3	Commencement and Duration	5
1.4	Relationship to Parent Award and Council's Policies & Protocols	5
1.5	Definitions.....	5
2	SECTION 2 – AIMS AND OBJECTIVES	8
2.1	Aims of the Agreement	8
2.2	Objectives of the Agreement.....	8
2.3	Disputes or Grievance Procedure Arising under this Agreement.....	9
2.4	Grievance Procedure	9
2.5	Consultative Mechanisms	9
3	SECTION 3 – EMPLOYEE RELATIONS	11
3.1	Work/Life Balance Approach.....	11
3.2	Study Leave and Financial Study Support.....	11
3.3	Work Health and Safety	12
3.4	Performance and Disciplinary Arrangements	12
4	SECTION 4 – TYPES OF EMPLOYMENT.....	13
4.1	Probationary Period of Employment.....	13
4.2	Full-Time Employment	13
4.3	Part-Time Employment	13
4.4	Fixed Term Contracts.....	13
4.5	Casual Employment.....	14
4.6	Continuous Service.....	14
4.7	Position Classification Structure.....	14
4.8	Progression through levels	14
5	SECTION 5 – ORDINARY HOURS OF WORK.....	15
5.1	Administration Employees	15
5.2	Time Off in Lieu	15
5.3	Flexi-time	16
5.4	E-Working.....	16
6	SECTION 6 – REMUNERATION AND ALLOWANCES	17
6.1	Payment of Wages	17

6.2	Wage Rate Increases	17
6.3	Overpayment of Wages.....	17
6.4	Trainees.....	17
6.5	Higher Level Duties.....	17
6.6	Drivers' Licence	18
6.7	Uniform and Protective Clothing.....	19
6.8	Work Breaks & Meal Allowance	19
6.9	Mileage Reimbursement	20
6.10	Travelling Expenses	20
6.11	Availability Allowance	20
6.12	First Aid Allowance.....	20
6.13	Journey to Work Insurance Cover	20
7	SECTION 7 – PENALTY RATES ON ORDINARY TIME	21
7.1	Penalty Rates on Ordinary Time.....	21
7.2	Library Employees	21
7.3	Overtime	22
7.4	Rest Period after Overtime.....	22
7.5	Call Out.....	23
8	SECTION 8 – SUPERANNUATION AND SALARY PACKAGING.....	24
8.1	Superannuation Fund and Payments.....	24
8.2	Salary Sacrifice to Superannuation.....	25
8.3	Salary Packaging.....	25
9	SECTION 9 – LEAVE ENTITLEMENTS.....	27
9.1	Leave Provisions.....	27
9.2	Annual Leave.....	27
9.3	Personal Leave	28
9.4	Compassionate Leave.....	29
9.5	Long Service Leave	29
9.6	Parental Leave.....	30
9.7	Leave Without Pay	31
9.8	Jury Service/Witness Leave	32
9.9	Defence Forces Leave (ADF)	32
9.10	Public Holidays	32
9.11	Purchased Leave.....	32
9.12	Cultural Leave.....	33
9.13	Family and Domestic Violence Leave.....	33

9.14	Emergency Services Leave	35
9.15	Blood Donation	35
9.16	Community Volunteering	35
9.17	Shut Down or Christmas / New Year Period	36
10	SECTION 10 - ORGANISATIONAL CHANGE.....	37
10.1	Change Management	37
10.2	Job Security	37
10.3	Redeployment.....	38
10.4	Voluntary Redundancy.....	38
10.5	Termination of Employment	39
10.6	Statement of Employment	40
11	SECTION 11 - SIGNATORIES.....	41
	APPENDIX A – SCHEDULE OF SALARY RATES GENERAL OFFICERS.....	42
	APPENDIX B - CLASSIFICATION STRUCTURE.....	44
	APPENDIX C - METHODOLOGY AND PROCESS FOR MERGING CITY OF BURNSIDE ENTERPRISE AGREEMENTS FOR 2026.....	55

1 SECTION 1 - AGREEMENT REGULATION AND ADMINISTRATION

1.1 Title

- 1.1.1 This Agreement is known as the City of Burnside Administration Employees Enterprise Agreement 2023.

1.2 Parties Bound by Agreement

- 1.2.1 This Agreement will be binding on:

1.2.1.1 The City of Burnside;

1.2.1.2 The Australian Services Union (ASU) in respect of its members employed by the City of Burnside who are bound by this Enterprise Agreement; and

1.2.1.3 Employees of the City of Burnside who are bound by the South Australian Municipal Salaried Officers Award (Award), as amended from time to time, and are employed in positions classified as "General Officers" within the meaning of the Award.

1.3 Commencement and Duration

1.3.1 This Agreement will come into operation from the date of approval with the South Australian Employment Tribunal and will remain in force until 30 June 2026 or until replaced.

1.3.2 The parties agree to commence renegotiation of this Agreement no later than six (6) months from its date of expiry. Negotiations should commence earlier to accommodate for the merged agreement.

1.3.3 For the 2026 Administration Enterprise Agreement, there will be a merger of both the Administration and Field Agreements as voted by the majority of employees in 2023. The Agreement will be titled 'City of Burnside Enterprise Agreement 2026'. The proposed methodology and process is outlined in Appendix C.

1.3.4 This Agreement supersedes and entirely replaces all previously certified agreements applying to the Employer and Employees.

1.4 Relationship to Parent Award and Council's Policies & Protocols

1.4.1 This Agreement shall be read and applied in conjunction with the terms of the South Australian Municipal Salaried Officers Award, as amended from time to time provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

1.4.2 The City of Burnside administrative policies do not form part of this Agreement. Where there is any inconsistency between this Agreement and a Council Policy or Protocol, this Agreement will prevail to the extent of the inconsistency.

1.5 Definitions

1.5.1 "**Act**" means the *Fair Work Act (SA) 1994* as amended.

1.5.2 "**Agreement**" means the City of Burnside Administration Employees Enterprise Agreement 2023 as amended.

- 1.5.3 **“Approved Season”** means the time of the year that the George Bolton Swimming Centre is open from September to April each year (or as approved).
- 1.5.4 **“Award”** means the South Australian Municipal Salaried Officers Award as amended.
- 1.5.5 **“CEO”** means the Chief Executive Officer of the City of Burnside.
- 1.5.6 **“South Australian Employment Tribunal (SAET)”** means the South Australian Employment Tribunal (SAET) or any equivalent State body as established by the *Fair Work Act (SA) 1994*.
- 1.5.7 **“Committee”** means City of Burnside Administration Employees Enterprise Agreement Committee (EAC).
- 1.5.8 **“Consultation”** is understood to be a process, which has regard to Employees’ interests in the formulation of plans, which have a direct impact on them. It provides an opportunity for Employees to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by Employees. The principal consultative structure is the City of Burnside Administration Employees Enterprise Agreement Committee.
- 1.5.9 **“Council”** and **“Employer”** means the City of Burnside.
- 1.5.10 **“Employee”** means an employee directly employed by the City of Burnside who performs work covered by this Agreement.
- 1.5.11 **“Field Employees”** means Employees covered by the City of Burnside Field Employees Enterprise Agreement, as amended.
- 1.5.12 **“Fixed Term Contract”** means an employment contract that has a defined expiration date.
- 1.5.13 **“Employment Contract”** means the written terms of employment between an Employee and the Council.
- 1.5.14 **“Library Employees”** means full-time, part-time or casual Employees employed to work in Council’s Library.
- 1.5.15 **“Ordinary Work Hours”** means the varying rostered hours of a casual Employee or the work hours of a part-time or full-time Employee prescribed pursuant to their employment contract and clause 5.1 of this Agreement.
- 1.5.16 **“Primary Care Giver”** means an Employee who is the primary care giver being the person who is identified as having greater responsibility and/or principally looking after that person at a given point in time.
- 1.5.17 **“Rostered Employees”** means casual, part-time or full-time Employees whose work hours, whether in part or on the whole, are set in a work roster and whether such work roster rotates work start and finish times and or work activities and includes Library Employees, Customer Experience, Pepper Street and George Bolton Swimming Centre Employees.
- 1.5.18 **“Tenured Employee”** means an Employee employed pursuant to a permanent contract of employment, which has no defined expiry date.
- 1.5.19 **“Union”** means the Australian Services Union (ASU) – SA and NT Branch.

1.5.20 **“Workplace Representative”** means an Employee, known as the union delegate and who is an ASU member, elected by the other employee members of the ASU and appointed under the rules of the ASU, whose role is to effectively represent the interests of members at the workplace, if so requested.

2 SECTION 2 – AIMS AND OBJECTIVES

2.1 Aims of the Agreement

This Agreement aims to:

- 2.1.1 Develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving improved productivity and a sustainable level of job security for Employees.
- 2.1.2 Recognise past efficiency and productivity and provide the necessary mechanisms for change through a participative and consultative process in order that the Employer can become more efficient, productive and competitive.
- 2.1.3 Provide an environment where Employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 2.1.4 Provide a regulated framework whereby all Employees are treated consistently and equitably, regardless of their employment status.
- 2.1.5 Provide for improved wages and conditions for Employees resulting from productivity increases.

2.2 Objectives of the Agreement

The objectives of the Agreement are to:

- 2.2.1 Develop an organisation that will demonstrate its ability to be competitive under the principles of fair value including:
 - 2.2.1.1 An immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and up skilling through a process of continuous improvement and continuous change;
 - 2.2.1.2 Benchmarking of our Council services with similar operations and functions undertaken by other local government bodies or private sector organisations in relation to cost, effectiveness and customer service;
 - 2.2.1.3 Performance indicators and performance standards as a means of measuring what has been achieved.
- 2.2.2 Encourage and develop a high level of skill, innovation and excellence amongst all Employees.
- 2.2.3 Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Employer and the achievement of real and sustainable improvements in productivity.
- 2.2.4 Implement a training and skills improvement program to enable all Employees to increase their level of individual expertise and have access to defined career paths and opportunities.
- 2.2.5 Continually promote measures to eliminate industrial disputation, reduce labour turnover, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment, a sustainable level of job security, skill levels and the job satisfaction of all Employees.

- 2.2.6 Provide for an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and up-skilling through a process of continuous improvement and continuous change.
- 2.2.7 Ensure strict adherence to this Agreement and all statutory provisions.

2.3 Disputes or Grievance Procedure Arising under this Agreement

Any disputes arising out of this Agreement shall be dealt with through the following steps:

- 2.3.1 The aggrieved party(s) shall raise the matter with the other party(s) through the Committee and attempt to resolve the issue by negotiation. This may be by way of internal mediation through the Committee and a written record made of the issue and outcome or alternatively, the aggrieved party shall raise the matter with the other party through formal written communication and attempt to resolve the issue. This will need to be done within a reasonable period, which is generally considered to be no more than 20 working days although the circumstances of a particular case will be taken into account in this regard.
- 2.3.2 Should the parties or the Committee be unable to resolve the issue, the matter will be referred to the CEO. The CEO will need to respond to the issue within a reasonable period, which is considered to be no more than 15 working days.
- 2.3.3 If the issue remains unresolved then the matter may be referred to the SAET for conciliation within a reasonable period, which is considered to be within 10 working days from the time of the CEO response.
- 2.3.4 If conciliation does not resolve the matter then the parties will place it before the SAET for arbitration.

2.4 Grievance Procedure

- 2.4.1 Any Employee grievances will be addressed in accordance with the Council's Grievance Resolution Protocol as amended from time to time.
- 2.4.2 An Employee may refer a grievance to the SAET for conciliation following notification of the Council of their grievance in accordance with the applicable Council Policy and Procedure.
- 2.4.3 If conciliation does not resolve the matter then the parties will place it before the SAET for arbitration.

2.5 Consultative Mechanisms

- 2.5.1 The principle consultative structure is the City of Burnside Employees Enterprise Agreement Committee (the Committee).
- 2.5.2 Note: this clause will be revised in line with merger arrangements as outlined in Appendix C.
- 2.5.3 The Committee shall consist of:
 - 2.5.3.1 Up to five (5) Employer representatives nominated by the Employer;
 - 2.5.3.2 Up to four (4) Employee representatives elected by Employees;
 - 2.5.3.3 The Workplace Representative;

- 2.5.3.4 An Employee Representative, which may be the Union, if requested by any employee covered under this Agreement; and
- 2.5.3.5 External parties, invited or as applicable, as agreed by the Committee.
- 2.5.4 The role of the Committee shall be to:
 - 2.5.4.1 Negotiate the Agreement being elected before process begins and in effect for the duration of the Agreement.
 - 2.5.4.2 Meet on an as needs basis or as required to resolve disputes arising from this Agreement;
 - 2.5.4.3 Aim to reach decisions by consensus. All decisions will operate as recommendations;
 - 2.5.4.4 Assist in the resolution of any dispute arising under this Agreement;
 - 2.5.4.5 Hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues to ensure appropriate action is taken;
 - 2.5.4.6 Provide a forum for information flow between the Employer and Employees;
 - 2.5.4.7 Consult on proposed changes;
 - 2.5.4.8 Monitor the implementation of the Agreement;
 - 2.5.4.9 Identify and recommend appropriate methods of monitoring productivity improvement;
 - 2.5.4.10 Monitor and quantify where possible:
 - (a) Productivity improvement;
 - (b) Workplace change;
 - (c) Outcomes of continuous improvement; and
 - (d) Report to the CEO.
- 2.5.5 Training of the Committee Employee representatives regarding matters that pertain to the employment relationship is considered essential to ensure optimal outcomes. To this end, the Employer agrees that training for employee committee representatives will be undertaken in the Employer's time. Further, such training is to be discussed and approved by agreement between the Employer and the Employee.

3 SECTION 3 – EMPLOYEE RELATIONS

3.1 Work/Life Balance Approach

3.1.1 We recognise that achieving a balance between employment and family/personal responsibilities is important for Employee health and wellbeing and productivity at work. Our commitment to providing a balanced work approach/family friendly organisation is recognised through:

3.1.1.1 Paid parental and adoption leave;

3.1.1.2 Ability to access personal leave as defined in clause 9 – Leave Entitlements;

3.1.1.3 Flexible working arrangements through:

(a) Flexi-time;

(b) Rostered Day Off;

(c) Right to access Time Off in Lieu at short notice for family and personal matters; and

(d) Access to one or more days annual and long service leave at short notice due to immediate family or emergency situations.

3.1.2 External counselling for assistance in work related, family and personal issues through an Employee Assistance Program (EAP) as outlined in the Employee Assistance Program Protocol; and

3.1.3 Leave without pay.

3.2 Study Leave and Financial Study Support

3.2.1 The parties are committed to training and development of Employees to enhance the career options of Employees and to increase productivity and effectiveness.

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

3.2.2.1 The course of study will have a direct relationship to the Employee's duties;

3.2.2.2 Alternatively, the course of study may be a component of the Employee's Performance Development Review for long-term career development;

3.2.2.3 The ability of the work area to meet the operational service levels of Council.

3.2.3 Study assistance will consist of one of the following options:

3.2.3.1 Option One – Study Leave

3.2.3.1.1 Employees undertaking courses of study will be allowed time off with pay of up to five (5) hours per week (inclusive of any travelling time) to attend lectures and/or examinations and to undertake practical training, during ordinary work hours, subject to the following provisions:

3.2.3.1.2 The Study Leave is approved by the Employer prior to attendance.

3.2.3.1.3 Employees undertaking approved courses of study by correspondence are permitted time off with pay of two (2) hours per week for the purposes of completing compulsory exercises/assignments, practical training and examinations.

3.2.3.1.4 As a means of providing greater flexibility in the provision of training and development opportunities, structured training of up to eight (8) hours per annum non-cumulative, may be conducted by the Council outside of ordinary work hours and will be paid at ordinary work rates. Such training shall occur at a time mutually agreeable to the majority of participants and given adequate notification of five (5) working days.

3.2.3.1.5 Where structured training occurs in accordance with Clause 3.2.2 above, Employees with family responsibilities may seek reimbursement from the Employer for reasonable childcare expenses.

3.2.3.2 Option Two – Financial Study Support

3.2.3.2.1 An Employee may seek, in lieu of any paid study leave, to have prescribed course fees refunded of up to \$2,500.00 per annum. The study support payment is not subject to Fringe Benefit Tax (or as legislation is amended).

3.2.3.2.2 Payment of study fees will be subject to the following:

3.2.3.2.2.1 Subject to the cap outlined in clause 3.2.3.2.1, enrollment fees will be paid on presentation of official enrolment documentation and receipt of payment;

3.2.3.2.2.2 The Employee must produce evidence of successful completion of all subjects for which they are enrolled;

3.2.3.2.2.3 If subjects are not passed, the Employee will either repeat at their own expense until passed, or refund the fees paid by Council.

3.3 Work Health and Safety

3.3.1 The parties recognise that workplace safety education and training shall be fundamental to maintaining Work Health and Safety at Council worksites in compliance with all applicable legislation, codes of practice and Council policies, protocols and procedures.

3.3.2 The parties recognise that problems or issues relating to Work Health and Safety and other hazardous situations may arise from time to time in the workplace and that these issues should be dealt with in accordance with the *Work Health and Safety Act 2012*, regulations and Council protocols as amended from time to time.

3.4 Performance and Disciplinary Arrangements

3.4.1 The processes and principles regarding the management of Employee performance and addressing Employee misconduct are outlined in the Council's Performance Management and Misconduct Protocol, as amended from time to time.

4 SECTION 4 – TYPES OF EMPLOYMENT

4.1 Probationary Period of Employment

- 4.1.1 The Council may engage new Employees on a probationary period of up to six (6) months duration for the purpose of facilitating the assessment of the Employee's work performance.
- 4.1.2 A probation period enables the Council to monitor the Employee's work performance, attitude and conduct in order to determine whether the Employee meets the fundamental requirements of the position and is willing and able to adhere to the Council's policies, protocols, procedures and standards.
- 4.1.3 Assessment of a new Employee's progress during probation will be based on regular meetings and feedback. Reviews should occur at regular intervals usually after 1, 3 and 5 month service periods and prior to six (6) months.
- 4.1.4 An Employee's employment may be terminated at any stage during the probationary period due to unsatisfactory performance or misconduct. This outcome will not be taken before the Employee has been reasonably counselled by Council.

4.2 Full-Time Employment

- 4.2.1 An Employee who works 38 hours on a weekly basis (76 hours on a fortnightly basis) or an average of 38 hours over a specified period is a full-time Employee.

4.3 Part-Time Employment

- 4.3.1 An Employee who works less than 38 hours on a weekly basis (76 hours on a fortnightly basis) or less than an average of 38 hours over a specified period and whose Ordinary Work Hours are fixed is a part-time Employee.
- 4.3.2 Part-time Employees are entitled to the same leave entitlements as full-time Employees but on a *pro rata* basis, according to the hours worked.
- 4.3.3 Part-time Employees may also, from time to time, be rostered, by mutual agreement, for additional work hours to a maximum of 38 hours per week or averaged over 38 hours per week to meet organisational requirements. These additional work hours will be paid at the Employee's Ordinary Work Hour rate and leave entitlements will accrue on a *pro rata* basis.
- 4.3.4 Subject to the provisions of Clauses 4.3.1 and 4.3.3, overtime and penalty rates shall apply to a part-time Employee where work is performed outside of the hours set out in Clause 5.1.3.1 of this Agreement.
- 4.3.5 A part-time Employee will qualify for incremental progression within the classification level after 12 months continuous service.

4.4 Fixed Term Contracts

- 4.4.1 The Council may employ an Employee pursuant to a Fixed Term Contract to:
 - 4.4.1.1 Undertake a specific project of limited duration;
 - 4.4.1.2 Work of a limited duration;
 - 4.4.1.3 Covering an Employee who is absent from work of a limited duration;

- 4.4.1.4 Where employment is being facilitated by funding from an external source.
- 4.4.2 The Council may engage an Employee in special circumstances other than those provided for in clause 4.4.1 where the Employee agrees to employment for a fixed term.
- 4.4.3 A review of the contract will commence eight (8) weeks prior to the conclusion of any Fixed Term Contract.
- 4.4.4 The Employee will be advised within four (4) weeks of the expiry date of their Fixed Term Contract whether further employment will be offered.
- 4.4.5 An Employee who is offered and accepts a Fixed Term Contract will be deemed to have accepted and acknowledged their fixed term contractual employment relationship. Hence they will have acknowledged that there is no right to ongoing employment at the conclusion of their Fixed Term Contract.

4.5 Casual Employment

- 4.5.1 A casual Employee is an Employee who is employed by the hour and paid a casual loading in accordance with the Award in addition to the applicable wage rates prescribed under Appendix A of this Agreement.
- 4.5.2 A casual Employee is paid only for time worked and the casual loading compensates the casual employee for not being eligible to receive leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 4.5.3 Where a casual Employee performs work at a time which attracts penalty rates under this Agreement, the penalty rates will apply for the work performed by the casual Employee. Overtime and penalty rates for casual Employees shall be applied to the hourly rate which includes the casual loading.
- 4.5.4 The minimum engagement for a casual is three (3) consecutive hours.
- 4.5.5 A casual Employee who works more than 800 hours in their first year of employment, 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.

4.6 Continuous Service

- 4.6.1 Continuous Service will be in accordance with Clause 7.5 of the Award.

4.7 Position Classification Structure

- 4.7.1 Position Classification Structure will be in accordance with the criteria outlined in Appendix B of this Agreement.

4.8 Progression through levels

- 4.8.1 Progression through levels will be in accordance with the criteria outlined in Appendix B of this Agreement.

5 SECTION 5 – ORDINARY HOURS OF WORK

5.1 Administration Employees

- 5.1.1 The Ordinary Work Hours of part-time Employees covered under this Agreement, shall be determined by their employment contract and may be worked within the span of hours prescribed in Clause 5.1.3.1.
- 5.1.2 The Ordinary Work Hours of casual Employees covered under this Agreement shall be determined by their employment contract and may be worked within the span of hours prescribed in Clause 5.1.3.1.
- 5.1.3 With the exception of Rostered Employees and subject to Clause 5.2.1, the Ordinary Work Hours of full-time Tenured Employees or full-time Employees employed pursuant to a Fixed Term Contract shall comprise of 38 hours per week (7.6 hours per day) or an average of 38 hours over a specified period, subject to the following:
 - 5.1.3.1 The Ordinary Work Hours are to be worked between the span of hours of 7.00am and 7.00pm Monday to Friday inclusive;
 - 5.1.3.2 The Ordinary Work Hours or the span of hours worked by an Employee in any one day, as defined in Clause 5.1.3.1, may be altered by written agreement between the Employee and their Manager without attracting penalty rates, provided that an Employee works no more than ten (10) hours.
- 5.1.4 Employees who regularly and directly supervise Employees covered by the City of Burnside Field Employees Enterprise Agreement, as amended, and depot-based Employees who regularly provide administrative support to those Employees, may work the same hours as those Employees covered by the City of Burnside Field Employees Enterprise Agreement provided such hours do not exceed 152 ordinary hours in a four-week period.

5.2 Time Off in Lieu

- 5.2.1 Where a part-time or full-time Tenured Employee or a part-time or full-time Employee employed pursuant to a Fixed Term Contract works additional hours outside their Ordinary Work Hours, they may accumulate Time off in Lieu (TOIL) in relation to the additional hours worked, to a maximum of 22.8 hours ('Maximum TOIL Hours').
- 5.2.2 Once the Maximum TOIL Hours have been accrued in accordance with Clause 5.2.1, the Employee and their Manager will reach agreement for when the TOIL will be taken or for a pay-out of the TOIL.
- 5.2.3 The provision of the accumulation of TOIL in Clause 5.2.1 will not apply in circumstances where an Employee is required by their Line Manager to work overtime. In such circumstances, the overtime provisions in Clause 7.3 - Overtime, of this Agreement will apply.
- 5.2.4 Employees with accumulated and untaken TOIL at the time of the termination of their employment will be entitled to a pay-out of the TOIL.

5.3 Flexi-time

5.3.1 The Council is committed to the promotion of work-life balance and offers a Flexi-time Scheme to eligible Employees which enables them to vary their start and finish times with the aim to improve efficiency and engagement and to enable Employees to meet their out of work commitments.

5.3.2 The principles and procedures regarding this scheme are outlined in the Flexi-time Protocol.

5.4 E-Working

5.4.1 Council recognises the value of flexible work practices providing the opportunity for Employees to work off-site. The principles and procedures regarding this arrangement are outlined in the E-Working Protocol.

6 SECTION 6 – REMUNERATION AND ALLOWANCES

6.1 Payment of Wages

- 6.1.1 Wages will be paid fortnightly with payments being credited direct to a financial institution nominated by the Employee.
- 6.1.2 The minimum annual wages to be paid to Employees will be in accordance with the wage rates set out in Appendix A (subject to the deductions for taxation purposes and any other purpose approved by the Employee) and will include relevant prescribed allowances.
- 6.1.3 The Employer will provide each Employee a pay slip (delivered electronically or printed hardcopy) at the time when wages are paid and which provides particulars of the payment.

6.2 Wage Rate Increases

- 6.2.1 The following annual Wage Rate Increases of the wage rates set out in Appendix A apply to all Employees covered by this Agreement:
 - a) 1st Year: 5% increase effective from the first full pay period after 1 July 2023 and a \$500 Cost of Living Allowance (pro-rata for part-time employees) payable on the first practical full pay period after a successful vote.
 - b) 2nd Year: 3.5% increase or March 2024 Quarter Adelaide CPI (as issued by the Australian Bureau of Statistics), whichever is greater, effective from the first full pay period after 1 July 2024. A \$500 Annual Community Survey improvement bonus (pro-rata for part-time employees) payable on the first practical full pay period following the release of results in the 2024/25 financial year, subject to the organisation exceeding the mean overall satisfaction score of 7.26.
 - c) 3rd Year: 3.5% increase or March 2025 Quarter Adelaide CPI (as issued by the Australian Bureau of Statistics), whichever is greater, effective from the first full pay period after 1 July 2025.

6.3 Overpayment of Wages

- 6.3.1 When an Employee is paid for work not subsequently performed or is overpaid in any other manner, Council is entitled to recover overpayment from the Employee.
- 6.3.2 Council is required to notify the Employee in writing of its intention to recoup overpayment and to consult with the Employee on the mutually agreeable and appropriate recovery rate.

6.4 Trainees

- 6.4.1 Trainees employed directly by Council shall be paid in accordance with the applicable percentage of the adult rate, as detailed in Appendix A.

6.5 Higher Level Duties

- 6.5.1 An Employee appointed to undertake work in a position with a higher classification level than their substantive employment position, on a temporary basis and where

the Employee is required to perform the majority of functions of the position with the higher classification level, will be temporarily employed in an acting capacity in the position with the higher classification level for a nominated period ('Higher Duties Appointment') and at the end of the Higher Duties Appointment period the Employee will resume the role and function of their substantive employment position.

- 6.5.2 Appointments made pursuant to Clause 6.5.1 must be discussed with the People Experience Department to determine whether they need to be internally advertised and to determine the appropriate classification level and wage salary/wage rate of the Higher Duties Appointment. Appointments will not be automatically made in every instance an Employee is temporarily absent from work or in relation to every employment position.
- 6.5.3 Where the Employee is directed to perform such duties for five or more consecutive working days, the employee shall be entitled to a higher duties allowance which reflects the increase in the level of duties and responsibilities being undertaken.
- 6.5.4 Subject to clause 6.5.5 of this Agreement, the remuneration payable to an Employee whilst undertaking a Higher Duties Appointment will be calculated from the first year increment of the classification level appropriate to the duties that they are required to perform or as mutually agreed and approved by the Manager.
- 6.5.5 An Employee undertaking a Higher Duties Appointment will normally not be classified and paid at the same rate as that of the incumbent.
- 6.5.6 Employees undertaking the position of an Acting Manager will be paid 80% of the incumbent's salary package or as mutually agreed.

6.6 Drivers' Licence

- 6.6.1 Employees are required to ensure that they maintain a current licence in accordance with their employment position requirements.
- 6.6.2 Where an Employee requires a driver's licence in order to carry out their fundamental employment duties, they shall inform Council of any impediment, downgrading or loss of licence as soon as possible.
- 6.6.3 An Employee who has lost their licence must not operate any City of Burnside vehicle. Any Employee who does operate a vehicle whilst not in possession of a current driver's licence will face disciplinary action. Driving a City of Burnside vehicle whilst not possessing a current driver's licence is violating the law and can potentially be invalidating the City's vehicle insurance policy.
- 6.6.4 Where an Employee has lost their driver's licence and it is a fundamental requirement of the position that they hold a current licence, then the Employee's immediate Team Leader and Manager, together with the Group Manager People and Innovation and/or Director shall formulate a strategy to deal with the situation based on the individual merits of the case.
 - 6.6.4.1 Factors that shall be taken into account shall include:
 - the extent to which the Employee is required to use the City's vehicles in performing the functions of their role;
 - the reasons for loss of licence;
 - whether alternative duties/suitable vacancies are available;

- the Employee's length of service, work performance and behaviour record; and
- the length of time before the employee will gain an extraordinary licence/regain their driver's licence.

6.6.4.2 Depending on the merits of any particular case, the following strategies may be implemented:

- the Employee shall perform alternative duties which do not require a driver's licence within their current section/division payable at the applicable pay rate;
- the Employee shall be redeployed elsewhere within the City of Burnside payable at the applicable pay rate;
- the Employee shall apply for and be granted annual leave, long service leave or leave without pay;
- the Employee's services shall be terminated.

6.6.5 The Chief Executive Officer shall have the final decision as to whether employment shall continue, however the affected Employee shall be advised of their right to contest any such decision through the appropriate dispute resolution process.

6.6.6 Should an Employee's services be terminated, that person may reapply for employment.

6.6.7 Should the period of suspension, cancellation or restrictive usage be in excess of six (6) months the person's employment may be terminated by Council.

6.7 Uniform and Protective Clothing

6.7.1 The Employer will supply uniforms and protective clothing as outlined in the Dress Standards and Uniform Protocol.

6.7.2 Employees will wear such clothing including:

6.7.2.1 Approved corporate attire;

6.7.2.2 Wet weather gear;

6.7.2.3 Sun protection;

6.7.2.4 Appropriate safety attire as outlined in WHS protocols.

6.7.3 Employees are to ensure that clothing provided in accordance with this clause is maintained in a fit for purpose and tidy condition. Damage to clothing must be reported to the Council and the Council will take appropriate steps for repair or replacement.

6.8 Work Breaks & Meal Allowance

6.8.1 Employees may take an unpaid meal break of between 30 and 60 minutes each day if required to work more than 5 hours to be taken between 11.30 am and 2.00 pm or as mutually agreed.

6.8.2 Should an Employee choose to delay their meal break to after five (5) hours due to work demands or personal circumstances, overtime will not be payable.

6.8.3 Employees may take a paid rest period or tea break of ten minutes duration during

the morning and afternoon of each working day. Where adequate kitchen facilities are available, the break shall be taken at the Employee's normal work station at such times as are arranged by the Employer and shall allow for the continuity of work where the circumstances so require.

6.8.4 All other applicable provisions regarding overtime meal breaks and allowances apply in accordance with clause 4.4.4 of the Award.

6.8.5 TOIL or Flexi-time cannot be accrued for working through this break.

6.9 Mileage Reimbursement

6.9.1 An employee who, at the direction of the Employer, is required to use their privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed in accordance with the Award.

6.10 Travelling Expenses

6.10.1 All authorised travelling expenses incurred by any employee in the course of their employment duties shall be paid by the Council on the provision of satisfactory evidence (i.e. tax invoice).

6.11 Availability Allowance

6.11.1 An Availability Allowance will be provided to Employees in accordance with Clause 4.4.1 of the Award.

6.12 First Aid Allowance

6.12.1 A First Aid Allowance will be paid to Employees appointed by Council in accordance with the Award.

6.13 Journey to Work Insurance Cover

6.13.1 Subject to clause 6.13.2, the Employer will provide Journey Insurance, which will apply in respect of an Employee's travel to and from work.

6.13.2 The Employer will provide the Journey Insurance Cover on the following conditions:

- (a) Cover will be for the term of this Agreement from 1 July 2023 to 30 June 2026;
- (b) Cover will only be provided whilst brokered through Local Government Risk Services (LGRS) and while premiums remain at a similar cost as at the commencement of this Agreement;
- (c) If the Journey Insurance Cover ceases during the term of this Agreement, the Employer is not obliged to find an alternative provider; and
- (d) Upon cessation of the Journey Insurance Cover, no compensation will be payable in lieu of the monetary value to Employees.

7 SECTION 7 – PENALTY RATES ON ORDINARY TIME

7.1 Penalty Rates on Ordinary Time

- 7.1.1 Employees who as part of their ordinary hours of duty regularly perform work prior to 7.00 am or after 7.00 pm on a Monday to Friday (inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 7.1.2 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 7.1.3 Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 7.1.3.1 150% in addition to their ordinary time rate of pay; or
 - 7.1.3.2 50% in addition to their ordinary time rate of pay plus paid TOIL equal to the number of hours worked, to be taken at a time that is mutually agreed between the Employee and the Employer.
- 7.1.4 Employees who are regularly rostered to work over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 7.1.5 If an Employee works Saturday and Sunday as part of their ordinary week, then they will be entitled to two consecutive days off during the period Monday to Friday, as mutually agreed between the parties.
- 7.1.6 The penalty provisions of this Clause 7.1 will not apply to Employees undertaking supervisory duties as defined in Clause 5.1.4 of this Agreement.
- 7.1.7 All time worked in excess of ordinary hours in any one work day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate as prescribed in Clause 7.3 – Overtime of this Agreement.
- 7.1.8 These provisions are not intended to alter or affect TOIL or rostered hours arrangements.

7.2 Library Employees

- 7.2.1 Library Employees who are required to work, as part of their ordinary work roster, on any day Monday to Friday (inclusive) shall be paid a loading for all such hours worked as set out below:
 - 7.2.1.1 Employees working in excess of 19 hours per week, Monday to Friday, shall be paid a 15% loading for all time worked after 5.00pm.
 - 7.2.1.2 Employees working 19 hours or less, Monday to Friday, shall receive a 15% loading for all time worked after 7.00pm.
- 7.2.2 These loadings will only be paid where the work time is continuous and does not include meal breaks.
- 7.2.3 Library Employees who are required to work as part of their ordinary work roster on Saturday, Sunday or a public holiday shall be paid a loading of 50% for such time.

- 7.2.4 Library Employees who are not normally required to work as a part of their ordinary work roster on days outlined below, receive the following penalty rates:
- 7.2.4.1 50% loading for time worked on Saturday before 12 noon.
 - 7.2.4.2 100% loading for time worked on Saturday after 12 noon, Sunday or a public holiday.
- 7.2.5 Library Employees who are required to work in excess of 38 hours in any one week or over an average of 38 hours for a set period shall receive payment for such excess time at the rate of time and a half, or else be granted TOIL in accordance with Clause 5.3.
- 7.2.6 During the life of this Agreement the parties may agree to alter hours of work or any conditions of employment to address a change of circumstances. Any such agreement should be in writing as a memorandum of understanding and shall have full applicability as if the alterations were expressed within this Agreement.

7.3 Overtime

- 7.3.1 Clauses 7.3.2 through to 7.3.6 do not apply to Library Employees.
- 7.3.2 Unless agreed pursuant to Clause 5.1.3.2 or Clause 5.2 of this Agreement, all work performed by Employees in excess of the ordinary work hours per week or outside the span of hours prescribed in Clause 5.1.3.1, shall be overtime and paid at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 7.3.3 All overtime worked on a Saturday before noon shall be paid at the rate of time and one half for the first three hours and double time thereafter.
- 7.3.4 All overtime worked on a Sunday or afternoon on Saturday shall be paid at double time.
- 7.3.5 All time worked on a public holiday as defined by Clause 9.10 - Public Holidays, shall be paid at double time and one-half. Provided that Employees required to work overtime on any such occasion shall be paid a minimum of three hours' work at the appropriate overtime rate.
- 7.3.6 The Employer and an Employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary work hours prescribed in Clause 5.1.3. Such an agreement shall be recorded in writing.
- 7.3.7 All Employees will attend meetings of the Council or any committee thereof whenever they are directed to do so, notwithstanding that such meetings may be held outside of the Employee's ordinary work hours and will be paid in accordance with clause 7.5.1 of this Agreement.

7.4 Rest Period after Overtime

- 7.4.1 If starting work at the Employee's next rostered starting time would mean that the Employee would not receive a full ten hour break then either: the Employee may, without loss of pay, start work at such later time as is necessary to ensure that they receive a break of at least ten hours; or the Employer must pay the Employee double the ordinary rate applicable for all work performed until the Employee has received a break of at least ten hours.

7.5 Call Out

- 7.5.1 An Employee recalled to work, including to attend Council meetings, whether notified before or after leaving the Employer's premises, shall be paid for a minimum of three hours' work at the overtime rate for such attendance.
- 7.5.2 Where an Employee receives an Availability Allowance in accordance with clause 6.11 of this Agreement, they will be paid the equivalent of a minimum of two hours' work, at the appropriate overtime rate for each time they are recalled to work. provided that, except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full two or three hours, as the case may be, if the job they were recalled to perform is completed within a shorter period. Time worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of Clause 7.4 - Rest Period After Overtime of this Agreement, when the actual time worked is less than three hours on such recall or on each recall.
- 7.5.3 This clause 7.5 shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

8 SECTION 8 – SUPERANNUATION AND SALARY PACKAGING

8.1 Superannuation Fund and Payments

- 8.1.1 Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.
- 8.1.2 Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (**Hostplus**) being the nominated default fund, or its successor.
- 8.1.3 The amount of the Employer superannuation contribution will be as follows:
- 8.1.3.1 For each Employee who is making a Salarylink Contribution to Hostplus:
- (a) 3% of the greater of Member's salary or ordinary times earnings;
 - (b) Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus 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.
- 8.1.4 For each other Employee:
- 8.1.4.1 Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
- 8.1.4.2 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 8.1.5 The Hostplus rules are set out in the Trust Deed in respect to Employees making a Salarylink Contribution to ensure Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 8.1.6 Salary sacrificing of superannuation contributions 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.
- 8.1.7 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.
- 8.1.8 For the purpose of this clause:
- 8.1.8.1 "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- 8.1.8.2 "Salarylink Contribution" has the meaning given to that term under the Trust Deed.

- 8.1.8.3 "Member's Salary" has the meaning given to that term under the Trust Deed.
- 8.1.8.4 "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced time to time.

8.2 Salary Sacrifice to Superannuation

- 8.2.1 An Employee may apply to Council to salary sacrifice any part of their salary to make additional contributions to the applicable superannuation fund in accordance with this Clause 8.
- 8.2.2 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 8.2.3 The Employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave, shall be the pre-sacrificing salary. The Employee recognises that, as a consequence of entering into a salary sacrifice arrangement with the Council, there will be a reduction in the Employee's actual net take-home pay.
- 8.2.4 Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 8.2.5 The application shall be in writing and shall detail the percentage of salary to be salary sacrificed taking into consideration the Australian Taxation Office Contribution Caps. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of an Employee.
- 8.2.6 Each Employee may vary the amount of salary sacrifice and withdraw from the arrangement at any time. The arrangement may only apply to future salary arrangements and cannot operate retrospectively. The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the applicable superannuation fund will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.
- 8.2.7 Any information or figures provided on request by Council's Payroll Officer to Employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

8.3 Salary Packaging

- 8.3.1 An Employee may apply to the Council to salary package any part of their salary for items outlined at Clause 8.3.4.
- 8.3.2 As salary packaging is a complex matter, it is the Employee's responsibility to seek professional advice and fully understand all implications of salary packaging before seeking to enter into this arrangement.
- 8.3.3 The parties agree that the introduction of salary packaging, will not result in any additional cost to the Employer, including taxation. Employees will bear the responsibility for any and all costs associated with taxation and other matters in respect of the salary packaging arrangements.

- 8.3.4 Employees may package part of their 'salary' or 'remuneration' in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease).
- 8.3.5 Payroll will manage on behalf of Employees, the fortnightly payroll deduction for salary packaging, however it will not provide financial advice to Employees regarding salary packaging.

9 SECTION 9 – LEAVE ENTITLEMENTS

9.1 Leave Provisions

- 9.1.1 Employee Leave provisions will be read in conjunction with the relevant leave clauses of the Award. Principles outlined in the Council's Leave Protocol, as amended from time to time, will be also read in conjunction with this Agreement.
- 9.1.2 The Council recognises that is important for its Employees to balance their work and personal commitments. To enable this balance, Council will continue to provide Employees with the opportunity to access leave which is available in varying degrees of flexibility and dependent on Council's operational requirements. Managers will actively encourage Employees to take their leave entitlements each year.
- 9.1.3 A work day for the purpose of leave entitlements is deemed as a 7.6 hour day with the exception of part-time Employees whose daily contract hours may vary.
- 9.1.4 For the purposes of this Clause, the following definitions apply:
- 9.1.4.1 **Child** or adult child includes an adopted child, stepchild, ex-nuptial child.
 - 9.1.4.2 **De facto spouse** means a person, including same sex partner, who lives with the employee on a genuine domestic basis.
 - 9.1.4.3 **Immediate family** or **household member** means the employee's spouse, child, step-child, parent, step-parent, grandchild, grandparent, sibling, step-sibling or the child, parent, step-parent, grandchild, grandparent, sibling or step-sibling of the Employee's spouse.
 - 9.1.4.4 **Spouse** includes the employee's current or former spouse or current or former de facto spouse.

9.2 Annual Leave

- 9.2.1 An Employee (other than a casual Employee) is entitled to 4 weeks' (20 days) annual leave for each completed year of continuous service (or in accordance with clause 7.1.4) paid for at the ordinary weekly rate. A part-time Employee accrues annual leave on a pro-rata basis.
- 9.2.2 An Employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (eight (8) weeks full-time equivalent) from the date the Employee becomes entitled to the leave. Council may give reasonable written notice and direct the Employee to reduce entitlements greater than 304 hours (eight (8) weeks full-time equivalent) down to 228 hours (six (6) weeks full-time equivalent). Additionally, Employees in excess of 304 hours will only be approved to carry a maximum balance of five (5) hours Flexi-time until the balance is reduced. An Employee who has exceeded the maximum accrual, approved pre-booked annual leave scheduled within the following six (6) months of reaching the maximum, will be considered to reduce to the required 228 hours.
- 9.2.3 An Employee may take annual leave at a minimum of one (1) hour at a time up to a maximum of eight (8) weeks in any one anniversary year. Annual leave shall be given and taken at a time mutually convenient to the Council and Employee concerned.
- 9.2.4 An Employee may request a cash-out of their annual leave entitlement as guided by Council's Leave Protocol.
- 9.2.5 If the period during which an Employee takes paid annual leave includes a statutory

or gazetted public holiday on a day which would have been an ordinary working day, the Employee is taken not to be on paid annual leave on that public holiday.

- 9.2.6 Annual leave loading of 17.5% and shift loadings do not apply as they were annualised and absorbed into annual salary rates through previous enterprise agreement negotiations.

9.3 Personal Leave

- 9.3.1 Personal Leave means either paid sick or carers' leave.

- 9.3.2 An Employee (other than a casual Employee) is entitled to 11 days personal leave per completed year of service. Part-time Employees accumulate an accrual on a pro-rata basis calculated according to their ordinary hours of work per completed year of service.

- 9.3.3 Subject to clause 6.6.3 of the Award, personal leave prescribed shall be granted and the Employee shall be entitled to payment in respect of an absence, provided that if so required by Council, the Employee produces medical evidence, to prove that they were unable to attend for duty on the day or days in respect of which they are claiming personal leave. Medical evidence being a medical certificate from a medical practitioner or statutory declaration. Medical evidence required by the Employee to support a personal leave absence will be sourced in the Employee's own time.

- 9.3.4 Council may request the Employee to provide medical evidence for any personal leave absence.

- 9.3.5 Medical evidence, being a medical certificate from a medical practitioner, is required for personal leave absences of more than two (2) consecutive days, i.e. including when personal leave is requested when the absence falls over a weekend such as a Friday and Monday. A Statutory Declaration will not be accepted to support this absence.

- 9.3.6 Any personal leave not taken shall accumulate from year to year.

- 9.3.7 Personal leave cannot be cashed out and any unused entitlement will not be paid upon termination.

9.3.8 Sick Leave

- 9.3.8.1 Sick leave means an Employee who is absent from duty on account of personal illness or injury, other than an injury for which workers compensation is payable, shall be entitled to sick leave.

- 9.3.8.2 An Employee must give the Employer notice of the leave. The notice must be given where practicable prior to the commencement of the working day and provide an estimated duration or expected period of the leave.

- 9.3.8.3 Failure to provide medical evidence to Council's satisfaction may result in non-payment of leave.

9.3.9 Carers' Leave

- 9.3.9.1 Carers' leave means an Employee with primary responsibilities for the care of either members of their immediate family or household member, as defined in clause 9.1.4, who need their care or support due to illness

or injury shall be entitled to carers' leave.

9.3.9.2 An Employee must give the Employer notice of the leave. The notice must be given where practicable prior to the commencement of the working day, relationship to whom the care is being provided and provide an estimated duration or expected period of the leave.

9.3.9.3 Failure to provide medical evidence to Council's satisfaction may result in non-payment of leave.

9.3.10 Unpaid Carers' Leave

9.3.10.1 An Employee may elect, with the consent of the Employer, to take up to two (2) days unpaid leave per occasion for the purpose of providing care to an immediate family or household member as outlined in clause 9.1.4 if their personal leave entitlement has been exhausted.

9.4 Compassionate Leave

9.4.1 An Employee (other than a casual Employee) is entitled to up to two (2) days without loss of pay per occasion when an immediate family or household member, as defined in clause 9.1.4, dies; or contracts or develops a personal illness or injury that poses a serious threat to their life.

9.4.2 Proof of such illness/injury or death shall be furnished by the Employee to the satisfaction of the Employer, if so requested.

9.4.3 An Employee who is eligible for Compassionate Leave as outlined in clause 9.1.4 may request up to three (3) days Personal (Sick) Leave (pro-rata for Part-time employees) in addition to this entitlement to supplement their compassionate leave. Medical evidence is not required to support this absence.

9.4.4 An Employee may access other forms of leave on such an occasion.

9.5 Long Service Leave

9.5.1 All Employees are entitled to Long Service Leave (LSL) in accordance with the *Long Service Leave Act 1987 (SA)*, including provisions for 'cashing out' provisions.

9.5.2 Employees are entitled to 13 weeks LSL after completing 10 years of continuous service. LSL accrues at 1.3 weeks per completed year of service. Employees are eligible for pro-rata LSL after seven (7) years of completed continuous service.

9.5.3 Employees may request to take their LSL entitlement once seven (7) years pro-rata continuous service has been completed. Granting a request to access pro-rata LSL is at the discretion of Council.

9.5.4 Employees are entitled to take LSL after 10 years' continuous service with 60 days' notice, unless mutually agreed otherwise.

9.5.5 Employees may take LSL at a minimum period of one (1) day unless mutually agreed otherwise. Public holidays which fall within a period of LSL is counted as LSL.

9.5.6 Where an Employee has accumulated an entitlement in excess of 13 weeks LSL, Council may give the Employee 60 days' written notice to reduce their entitlement to 13 weeks.

- 9.5.7 Employees undertaking a transition to retirement as per Council's Transition to Retirement Protocol will not be required to take LSL if they are eligible to retire within two (2) years from the date of the entitlement to take LSL.

9.6 Parental Leave

- 9.6.1 All Employees are entitled to up to 52 weeks' unpaid parental leave for the birth or adoption of their child (inclusive of any paid leave taken) provided they have completed 12 months' of continuous service and will have primary responsibility for caring for their child.
- 9.6.2 An Employee is required to provide a minimum of 10 weeks' notice before the anticipated date of the birth of the child or in the event of an adoption, unless it is not possible to do so.
- 9.6.3 An Employee is required to provide a letter or certificate from a medical practitioner as evidence of the actual or expected date of birth of a child or in the event of adoption, reasonable evidence of the expected date of placement.
- 9.6.4 An Employee returning to work after taking unpaid parental leave is entitled to their pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited, which is nearest in status and pay to their pre-parental leave position.
- 9.6.5 An Employee will notify of their intention to return to work to their substantive position after a period of parental leave at least four (4) weeks prior to expiration of the leave. If the Employee wishes to request an alternative work arrangement after a period of parental leave, the Employee will request at a minimum seven (7) weeks' prior to the expiration of the leave.
- 9.6.6 Where an Employee wishes to make a request to return to part-time work under clause 6.5.3.1(c) of the Award, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 9.6.7 An Employee on a fixed term contract whose contract expires during a period of paid Parental leave shall not be eligible for further leave after the date of expiry of the contract unless the Employee is re-employed and there is no break in service.

9.6.8 Paid Parental Leave

- 9.6.8.1 Eligible full-time and part-time Employees will receive **Council Paid Parental Leave** after the birth or adoption of their child at the Employee's ordinary wage rate, provided they have completed 12 months' of continuous service with Council. This leave will be paid based on the Employee's contracted hours prior to taking the leave. Council Paid Parental Leave will be paid as follows:
- 9.6.8.1.1 10 weeks for Employees with 12 to 24 months continuous service with Council;
- 9.6.8.1.2 12 weeks for Employees with more than 24 months continuous service with Council.
- 9.6.8.2 This Paid Parental Leave shall be available only to the parent who is fulfilling the role of primary care giver of the child/children. It is not the intention of this clause to enable both parents to take paid parental leave as the primary carers simultaneously except in the following circumstances:

- 9.6.8.2.1 Secondary carers will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from their partner's employer if they intend to become the primary carer.
- 9.6.8.2.2 Secondary carers converting to primary carers will be required to provide documentation confirming their partner's pregnancy as required by the Award and verification of any period of paid or unpaid parental leave taken by their partner from their employer
- 9.6.8.3 On the birth or adoption of a child, eligible full-time and part-time Employees may receive up to two (2) weeks **Council Paid Partner Leave** at the Employee's ordinary wage rate, provided they have completed 12 months' of continuous service. . This leave will be paid based on the Employee's contracted hours prior to taking the leave.
- 9.6.8.4 Periods of paid Parental Leave are not in addition to the periods of unpaid Parental Leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid Parental Leave Act 2010* as amended from time to time), or any relevant industrial instrument, whether the employee claims for such entitlements or not.
- 9.6.8.5 Should a legislative change be made to the *Paid Parental Leave Act 2010* (or any other relevant legislation) where Council is required to make payments for parental leave, the Council's responsibility will be restricted as outlined in this clause. Any amount of Council Paid Parental leave which an Employee is eligible to receive pursuant to this Agreement will be reduced by the amount of any other entitlement to paid Parental Leave the Employee is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010* as amended from time to time), or any relevant industrial instrument whether the Employee claims for such entitlements or not.

For example, an Employee who is eligible for 10 weeks of Council Paid Parental Leave and is also eligible for any Government Paid Parental Leave which is expected to be paid by the Council should legislation be amended, will only be entitled to the monetary difference (if any) between the amount the Employee is entitled to receive by way of Government Paid Parental Leave, and the amount the Employee is entitled to receive pursuant the Council Paid Parental Leave entitlement.

If any paid Parental Leave entitlement under legislation is more generous than the Council Paid Parental Leave entitlement, Council will not be required to make any payment to the Employee.

9.7 Leave Without Pay

- 9.7.1 A period of up to 12 months unpaid leave (leave of absence) may be granted to full-time and part-time Employees.
- 9.7.2 Applications for leave must be in writing seeking approval with each case viewed on merit and organisational needs as per Council's Leave Protocol.
- 9.7.3 The period of leave without pay granted to an Employee will not be counted as services, however does not break continuous service.

9.8 Jury Service/Witness Leave

- 9.8.1 Employees are entitled to paid leave for the period of jury service, or to attend a Court as a witness. Such leave shall include necessary travel.
- 9.8.2 Employees must forfeit and reimburse Council all jury service or witness attendance payments, other than the payment received as a travel allowance.

9.9 Defence Forces Leave (ADF)

- 9.9.1 All Employees are entitled up to 20 days paid annual training leave per calendar year (pro-rata for part-time and casual Employees). Such leave is non-cumulative.
- 9.9.2 Employees are entitled to special instruction (induction) leave of 10 days per calendar year (pro-rata for part-time and casual Employees). Such leave is non-cumulative. Part-time and casual Employees must complete 12 months' service before becoming eligible for such paid leave.
- 9.9.3 Employees are required to provide written confirmation and verification of the training or special instruction to be undertaken.
- 9.9.4 Employees will be granted leave with pay for enlistment or medical purposes without limit, provided that special instruction leave entitlements have been exhausted.

9.10 Public Holidays

- 9.10.1 Public Holidays will be in accordance with clause 6.9 of the Award.

9.11 Purchased Leave

- 9.11.1 Purchased leave is where Employees are able to request and take periods of between one to four weeks paid leave per financial year, funded by reduced salary payments. This allows Employees to continue to receive pay during the periods of purchased leave. Purchased leave must be taken in whole week blocks.
- 9.11.2 Purchased leave is available to Employees who are employed on a Tenured contract or Fixed Term contract which is longer than 12 months in duration aligned to the financial year.
- 9.11.3 Purchased leave must be made via an application in writing to the CEO or their nominee by 1 May in the year prior to the financial year in which the leave is being sought. Approval of applications made after this date will not be granted.
- 9.11.4 Approval will be determined by the relevant Director in conjunction with the Employee's Group Manager.
- 9.11.5 A request for Purchased leave will not be automatically granted. Granting of such leave will depend upon organisational and operational requirements. There is no right of appeal for denied Purchased leave.
- 9.11.6 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.
- 9.11.7 An Employee's fortnightly deductions will remain unchanged if they elect to

Purchase leave under this Agreement.

- 9.11.8 Where an Employee/Employer requests cancellation of the 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.
- 9.11.9 Where an Employee ceases paid employment during the year in which the Purchased leave has been approved, 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.
- 9.11.10 Purchased leave will count as service.

9.12 Cultural Leave

- 9.12.1 Council is committed to supporting the diverse cultures of our Employees and recognises that some Employees may have special cultural or ceremonial obligations which need to be observed and may conflict with employment responsibilities.
- 9.12.2 An Employee can request up to five (5) days unpaid Cultural Leave (pro-rata for part-time employees) per calendar year providing as much notice as practicable. This leave does not accrue over subsequent years.
- 9.12.3 In deciding whether to approve such leave, whether unpaid Cultural Leave or using other leave entitlements, the Line Manager will take into account operational requirements of the organisation and the nature of the cultural or ceremonial obligation. Such leave will not be unreasonably withheld.
- 9.12.4 Where an Employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave referred to above.

9.13 Family and Domestic Violence Leave

9.13.1 Eligibility

- 9.13.1.1 The Employer is committed to supporting Employees experiencing Family and Domestic Violence. This clause applies to all employees, including casuals directly employed by Council.

9.13.2 Definitions for this clause

- 9.13.2.1 Family and domestic violence means violent, threatening or other abusive behaviour by an employee's immediate family that seeks to coerce or control the employee or that causes them harm or fear.

- 9.13.2.2 Refer to clause 9.1.4 for definition of 'immediate family'.

- 9.15.2.3 For the purpose of this clause, 'immediate family' includes a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

9.13.3 Entitlement to leave

- 9.13.3.1 An Employee is entitled to two (2) weeks (10 days) paid leave to deal with family and domestic violence, as follows:

- 9.13.3.1.1 The leave is available in full at the commencement of each 12 month period; and

- 9.13.3.1.2 The leave does not accumulate from year to year; and
 - 9.13.3.1.3 Is available pro-rata for part-time Employees and for casual Employees at their average hours of the last 12 months at the time of taking leave.
 - 9.13.3.1.4 The Employee may request other leave types to supplement this leave if required.
- 9.13.3.2 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employer and Employee.
- 9.13.4 Taking leave
 - 9.13.4.1 An Employee make take leave to deal to deal with family and domestic violence if the employee:
 - 9.13.4.1.1 Is experiencing family and domestic violence; and
 - 9.13.4.1.2 Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do it outside their ordinary hours of work.
 - 9.13.4.2 The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- 9.13.5 Notice
 - 9.13.5.1 An Employee must give the employer notice of taking leave:
 - 9.13.5.1.1 As soon as practicable (which may be a time after the leave has started); and
 - 9.13.5.1.2 Advise the Employer of the period, or expected period, of the leave.
- 9.13.6 Evidence
 - 9.13.6.1 An Employee who has given their employer notice of taking leave under clause 9.13 must, if required by the Employer, give evidence that would reasonably satisfy that the leave is taken for the purpose specified.
 - 9.13.6.2 Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.
- 9.13.7 Service and continuity
 - 9.13.7.1 The time an Employee is on leave with family and domestic violence counts as service but does not break the Employee's continuity of service.
- 9.13.8 Confidentiality
 - 9.13.8.1 Employers must ensure that information an Employee has provided concerning this leave under clause 9.13.6 is treated confidentially, as

far as reasonably practicable.

9.13.8.2 Notwithstanding clause 9.13.8.1, the employer may disclose information provided by an Employee if the disclosure is required by law or is necessary to protect the life, health or safety of the Employee or another person.

9.14 Emergency Services Leave

- 9.14.1 Council supports participation by Employees in emergency management activities which provide valuable community protection against loss of life and property.
- 9.14.2 The Chief Executive Officer may approve paid Emergency Services Leave for Employees who participate in emergency management activities related to an emergency or natural disaster during normal working hours.
- 9.14.3 Voluntary attendance at incidents would not normally qualify for approval. Alternative leave entitlements should be utilised.
- 9.14.4 Employees who are members of organisations such as the Country Fire Service (CFS) and State Emergency Service (SES) should give prior advice of their membership to their line manager.
- 9.14.5 Where possible, Employees should advise their line manager in advance by telephone if they are required to participate in an emergency management activity which could involve them being absent from work.
- 9.14.6 An Employee who applies for leave under this clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity.
- 9.14.7 An application for Emergency Services Leave may be made where an Employee has not had a 10-hour break between participating in an emergency management activity and their expected commencement of shift the next day with Council.
- 9.14.8 Upon completion of the emergency or natural disaster, the Employee will provide a statement of attendance to support taking such leave.

9.15 Blood Donation

- 9.15.1 Employees have the opportunity to request paid time off to donate blood or blood products. Such time may be granted subject to operational requirements as approved by the Team Leader/Coordinator for up to two (2) hours on no more than four (4) occasions per calendar year.
- 9.15.2 The Employee shall arrange for the absence to be at a time suitable to the operations of the Employee's work group and be as close as possible to the beginning or ending of the Employee's ordinary work hours.
- 9.15.3 An Employee may be requested to provide a certificate of attendance.

9.16 Community Volunteering

- 9.16.1 Employees involved in a formal volunteering arrangement are able to access one (1) day unpaid leave per calendar year to undertake their volunteer activities.
- 9.16.2 Community volunteering must be arranged with the line manager in advance and be taken at a time that is mutually convenient. An application for leave must be

completed for each occasion.

9.17 Shut Down or Christmas / New Year Period

- 9.17.1 With the exception of the Annual Christmas Break period between Christmas and New Year when all public facing facilities, services and administration (except the Swimming Centre, Library and Regal Cinema) will close unless otherwise approved by management, a shut down is when Council needs to temporarily close a service or department for operational reasons. For instance, renovations, or other periods within Council's control, Council may require the Employee to take either annual leave, long service leave or Flexi-time by giving the Employee notice of the requirement at least four (4) weeks before the period of leave is to begin.
- 9.17.2 Where the Council requires the business operation or part of it to be temporarily shut down due to a factor outside of Council's control, such as a force majeure event including but not limited to natural disasters, epidemics or pandemics, war or terrorist attack, protests, government acts, Council asset or infrastructure failure, Council may require the Employee to take either annual leave, long service leave or Flexi-time by giving the Employee notice of the requirement at least two (2) weeks before the period of leave is to begin.
- 9.17.3 Essential Council services will be reviewed by management to ensure departments are appropriately staffed during this period. E-Working will be considered during shut downs for eligible Employees.
- 9.17.4 No more than two (2) shut downs can occur in one (1) calendar year in addition to the Christmas / New Year break.
- 9.17.5 In addition to Employees using their available leave entitlements, accrued TOIL, Flexi-time or RDO hours may be utilised during this time. Alternative options if leave entitlements are exhausted may include requesting Purchased Leave or annual leave in advance accumulating a negative entitlement to a maximum of 76 hours (pro-rata for part-time Employees). Should the Employee's employment cease, any outstanding monies will be recovered by Council.
- 9.17.6 Where an Employee is required to take leave and the Employee does not have full or pro rata credit of leave, the Employee may be required to take leave without pay during the period of the shut down for any time in excess of the Employee's leave credit as outlined in clause 9.17.5, i.e. where no accrued leave is available, Leave Without Pay is to be taken.
- 9.17.7 Notwithstanding clause 9.17.5, all time that an Employee is stood down without pay for the purposes of this Clause 9.17 will be counted as part of the Employee's period of continuous service.
- 9.17.8 Should the prescribed public holidays be amended under the *Holidays Act 1910 (SA)* (as amended), the nominated period may be adjusted accordingly after consultation with Enterprise Agreement Committee.

10 SECTION 10 - ORGANISATIONAL CHANGE

10.1 Change Management

- 10.1.1 The parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is essential for the benefit of Employees and the Council.
- 10.1.2 The parties recognise the need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy. They also recognise the need for Employee involvement and commitment to decision making processes in order to achieve real and sustainable improvements in productivity.
- 10.1.3 When Council undertakes to investigate in detail the feasibility of making changes in function, organisation, structure or resource sharing with other Councils, which would potentially impact on Employees, it shall notify those Employees likely to be affected.
- 10.1.4 During the course of such a feasibility investigation, Council shall discuss with the Employees affected:
 - 10.1.4.1 The changes being considered;
 - 10.1.4.2 The basis for such contemplated changes;
 - 10.1.4.3 The significant effects such changes are likely to have on Employees;
 - 10.1.4.4 Measures which can be taken to eliminate or lessen any adverse effects on Employees;
 - 10.1.4.5 Matters raised and alternatives submitted by the Employees in relation to the contemplated changes.
- 10.1.5 For the purpose of this Agreement, 'change' is deemed to include, but is not limited to any, or all, of the following:
 - 10.1.5.1 Modernisation of and significant improvement to work practices;
 - 10.1.5.2 Purchase of significant new equipment;
 - 10.1.5.3 Introduction of new technology;
 - 10.1.5.4 Reduction in the number of Employees through voluntary redundancies and/or natural attrition;
 - 10.1.5.5 Changes brought about by any internal service review;
 - 10.1.5.6 Work carried out by contractors in areas where it does not presently happen;
 - 10.1.5.7 Changes brought about as a result of resource sharing and/or amalgamations with other Councils.

10.2 Job Security

- 10.2.1 In the event of any change process occurring at the City of Burnside during the life of this Agreement, the following arrangements shall apply in respect of employment security:
 - 10.2.1.1 There shall be no forced redundancies as a result of change processes, or organisational requirements, internal or external, for the life of this Agreement. The parties recognise the changing environment

in Local Government and agree to discuss job security and redundancy packages.

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

10.2.2 When an Employee has been advised their position is being made redundant, redeployment will be sought (refer to clause 10.3) or a voluntary redundancy may be offered (refer to clause 10.4).

10.2.3 This Clause 10.2 does not apply to:

- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
- (b) Trainees and apprentices;
- (c) Employees engaged pursuant to a fixed term contract for a specific period of time or for a specific task or tasks; or
- (d) Casual Employees.

10.3 Redeployment

10.3.1 Management will aim to re-deploy Employees to positions of equal classification with due consideration to skills and qualifications.

10.3.2 Where an Employee is re-deployed to a position carrying a lower classification, their pre-transfer salary, including Employer superannuation contributions, regular overtime and penalty payments will be maintained for a period of one (1) year. At the conclusion of the two-year period the Employee will be reclassified and remunerated in accordance with the new position.

10.3.3 Within four (4) months of re-deployment the Employee may reconsider their option to access a voluntary redundancy package.

10.3.4 Training shall be made available to assist in re-deployment or appointment to a changed position.

10.3.5 This Clause 10.5 does not apply to:

- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
- (b) Trainees and apprentices;
- (c) Employees engaged pursuant to a fixed term contract for a specific period of time or for a specific task or tasks; or
- (d) Casual Employees.

10.4 Voluntary Redundancy

10.4.1 An Employee, whose position has become redundant, may choose a voluntary redundancy package consisting of the following:

10.4.1.1 Eight (8) weeks' notice of termination, which may be taken as payment in lieu of notice. The payment will include Council's superannuation contributions, allowances, regular overtime, penalties and compensation for use of a vehicle but only where it forms part of a written salary package arrangement.

- 10.4.1.2 Three (3) weeks' pay for every year of service, or part thereof, with the Council.
- 10.4.2 The maximum payment for notice and service will be fifty two (52) weeks.
- 10.4.3 These payments will be calculated at the ordinary rate of remuneration.
- 10.4.4 Access to a Council Outplacement Program to the maximum value of 10% of annual salary will be provided.
- 10.4.5 For the purposes of calculating redundancy provisions, an Employee who, at the conclusion of a fixed term contract applies for, is offered and accepts a tenured contract of employment, the total length of service will be calculated from the commencement date of the fixed term contract in place immediately prior to the Employee commencing the tenured employment.
- 10.4.6 All of the above payments will be made at the time the Employee ceases employment at the Council.
- 10.4.7 Excepting for those positions that are declared redundant within the parameters of this Agreement, other separation packages will be at the discretion of the Council, following negotiation between the Employee and the Council.
- 10.4.8 This Clause 10.4 does not apply to:
- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
 - (b) Trainees and apprentices;
 - (c) Employees engaged pursuant to a fixed term contract for a specific period of time or for a specific task or tasks; or
 - (d) Casual Employees.
- 10.4.9 The general obligation of the Employer is no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees suitable alternative employment.
- 10.4.10 This Clause does not apply to Employees where employment is terminated as a consequence of conduct that at common law justifies summary dismissal.

10.5 Termination of Employment

10.5.1 Notice of Termination by Employee

- 10.5.1.1 The Employee may terminate their employment (resignation) by providing two (2) weeks' notice. If the Employee fails to give the required period of notice, the Employer may recover from any monies owing to the Employee the value of ordinary time wages for the balance of the required notice period.
- 10.5.1.2 Annual Leave and Long Service Leave requested by the Employee during a notice period will require approval by their Group Manager or above to ensure a timely, smooth handover can occur (does not apply to pre-booked leave).
- 10.5.1.3 Providing that, where the express provisions of an Employee's employment contract provide for a longer period of notice, such provisions shall apply.

10.5.2 Notice of Termination by Employer

10.5.2.1 In order to terminate the employment of an Employee, the Employer must give the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Up to the completion of three (3) years	Two (2) weeks
Over three (3) years and up to the completion of five (5) years	Three (3) weeks
More than five (5) years of completed service	Four (4) weeks

10.5.2.2 In addition to the notice in clause 10.5.2.1, Employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.

10.5.2.3 In calculating any payment in lieu of notice, the Employer must pay the salary/wages the 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.

10.5.2.4 The period of notice in this Clause 10.5 does not apply in the case of:

- (a) Dismissal for serious misconduct;
- (b) Casual Employees.

10.5.2.5 The Employer may terminate the Employee's employment summarily (immediate dismissal) for serious and/or willful neglect or refusal of duty, wilful or serious misconduct or other lawful cause.

10.5.3 Upon the termination of employment, the Employee must deliver to the Employer all equipment, documents, keys and any other property in their possession that belongs to the City of Burnside.

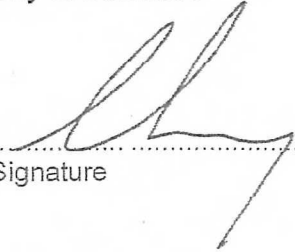
10.6 Statement of Employment

10.6.1 The Employer will provide to the Employee whose employment has been terminated, upon request, a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

11 SECTION 11 - SIGNATORIES

Signed for and on behalf of:

City of Burnside


Signature

CHRISTOPHER COWLEY
Name

18.9.23
Date


Witness

Bronwyn Hotswell
Name

18/9/2023
Date

Signed for and on behalf of:

Administration Employees


Signature

Eleni Leslie
Name

18/09/23
Date


Witness

Kate Royle
Name

18/09/23
Date


Signed for and on behalf of:

Australian Services Union


Signature

Abbie Spencer
Name

21/9/2023
Date


Witness

Gail Dean
Name

21/9/2023
Date

APPENDIX A – SCHEDULE OF SALARY RATES GENERAL OFFICERS

Level	1/07/2022	Hourly Rate	First full pay period after 1/07/2023 5%	Hourly Rate	First full pay period after 1/07/2024 3.5% or March CPI	Hourly Rate	First full pay period after 1/07/2025 3.5% or March CPI	Hourly Rate
Level 1A								
Increment 1	\$48,777	\$24.6846	\$51,216	\$25.9188	\$53,008	\$26.8260	\$54,863	\$27.7649
Increment 2	\$50,322	\$25.4668	\$52,838	\$26.7401	\$54,688	\$27.6760	\$56,602	\$28.6447
Increment 3	\$51,838	\$26.2339	\$54,430	\$27.5456	\$56,335	\$28.5097	\$58,307	\$29.5076
Increment 4	\$55,085	\$27.8772	\$57,840	\$29.2710	\$59,864	\$30.2955	\$61,959	\$31.3559
Level 1								
Increment 1	\$56,989	\$28.8407	\$59,839	\$30.2827	\$61,933	\$31.3426	\$64,101	\$32.4396
Increment 2	\$58,256	\$29.4818	\$61,169	\$30.9559	\$63,310	\$32.0394	\$65,526	\$33.1607
Increment 3	\$60,042	\$30.3858	\$63,044	\$31.9051	\$65,251	\$33.0217	\$67,535	\$34.1775
Increment 4	\$61,954	\$31.3531	\$65,051	\$32.9207	\$67,328	\$34.0729	\$69,685	\$35.2655
Increment 5	\$63,872	\$32.3241	\$67,066	\$33.9403	\$69,413	\$35.1282	\$71,843	\$36.3577
Increment 6	\$65,968	\$33.3847	\$69,267	\$35.0539	\$71,691	\$36.2808	\$74,200	\$37.5507
Level 2								
Increment 1	\$67,908	\$34.3665	\$71,304	\$36.0848	\$73,799	\$37.3478	\$76,382	\$38.6549
Increment 2	\$69,827	\$35.3375	\$73,318	\$37.1044	\$75,884	\$38.4030	\$78,540	\$39.7471
Increment 3	\$71,741	\$36.3064	\$75,328	\$38.1217	\$77,965	\$39.4560	\$80,694	\$40.8369
Increment 4	\$73,653	\$37.2737	\$77,335	\$39.1373	\$80,042	\$40.5072	\$82,844	\$41.9249
Level 3								
Increment 1	\$75,553	\$38.2356	\$79,331	\$40.1474	\$82,108	\$41.5525	\$84,982	\$43.0068
Increment 2	\$77,462	\$39.2012	\$81,335	\$41.1613	\$84,181	\$42.6019	\$87,128	\$44.0930
Increment 3	\$79,376	\$40.1701	\$83,345	\$42.1786	\$86,262	\$43.6549	\$89,281	\$45.1828
Increment 4	\$81,289	\$41.1379	\$85,353	\$43.1948	\$88,340	\$44.7067	\$91,432	\$46.2714
Level 4								
Increment 1	\$83,188	\$42.0993	\$87,348	\$44.2043	\$90,405	\$45.7514	\$93,569	\$47.3527
Increment 2	\$85,101	\$43.0671	\$89,356	\$45.2205	\$92,483	\$46.8032	\$95,720	\$48.4413
Increment 3	\$87,011	\$44.0339	\$91,361	\$46.2356	\$94,559	\$47.8538	\$97,869	\$49.5287
Increment 4	\$88,932	\$45.0060	\$93,378	\$47.2563	\$96,647	\$48.9102	\$100,029	\$50.6221
Level 5								
Increment 1	\$90,835	\$45.9690	\$95,376	\$48.2674	\$98,715	\$49.9568	\$102,170	\$51.7052
Increment 2	\$92,744	\$46.9352	\$97,381	\$49.2819	\$100,789	\$51.0068	\$104,317	\$52.7920
Increment 3	\$94,658	\$47.9040	\$99,391	\$50.2992	\$102,870	\$52.0597	\$106,470	\$53.8818
Level 6								
Increment 1	\$97,842	\$49.5151	\$102,734	\$51.9909	\$106,330	\$53.8105	\$110,051	\$55.6939
Increment 2	\$101,002	\$51.1144	\$106,052	\$53.6701	\$109,764	\$55.5485	\$113,606	\$57.4927
Increment 3	\$104,201	\$52.7335	\$109,411	\$55.3701	\$113,241	\$57.3081	\$117,204	\$59.3139
Level 7								
Increment 1	\$107,377	\$54.3408	\$112,746	\$57.0578	\$116,692	\$59.0548	\$120,777	\$61.1217
Increment 2	\$110,562	\$55.9523	\$116,090	\$58.7500	\$120,153	\$60.8062	\$124,358	\$62.9344
Increment 3	\$113,745	\$57.5634	\$119,433	\$60.4416	\$123,613	\$62.5570	\$127,939	\$64.7465
Level 8								
Increment 1	\$117,574	\$59.5012	\$123,453	\$62.4762	\$127,774	\$64.6629	\$132,246	\$66.9261
Increment 2	\$121,384	\$61.4293	\$127,453	\$64.5007	\$131,914	\$66.7583	\$136,531	\$69.0948
Increment 3	\$125,208	\$63.3644	\$131,468	\$66.5326	\$136,070	\$68.8612	\$140,832	\$71.2714

Junior rates apply to Level 1A and Level 1 as follows:		Trainee (as defined in the Award) rates to apply to Level 2 as follows:	
Years of Age	Percentage of 1 st Year adult service rate	Percentage of 1st year of Level 2 rate	
17 and under	62%	1 st year of service	72%
18	72%	2 nd year of service	82%
19	82%	3 rd year of service	92%
20	92%		

APPENDIX B - CLASSIFICATION STRUCTURE

The classification structure for Employees covered under this Agreement consists of 8 levels for City of Burnside Employees. The classification criteria used to determine the appropriate grading of Employees is shown below.

GENERAL OFFICERS CLASSIFICATION - CRITERIA 1 - GENERAL FEATURES LEVELS 1A TO 3				
CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
ACTIVITIES/FUNCTIONS	Perform clearly defined routine activities in a support role in a child care centre.	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities and procedures are clearly defined.	Perform a range of activities/ functions of a less clearly defined and routine nature, and could include: <ul style="list-style-type: none"> operating within a specialised area operating as a member of a professional team.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Application of basic skills and techniques in a support role in a childcare centre. Work outcomes will need to be closely monitored. Works under close direction with instruction and assistance always available. Works under direct supervision.	Practical application of basic skills and techniques. Work outcomes are closely monitored, clearly defined and readily attainable. Works under close direction with instruction and assistance being readily available. Works under direct supervision.	Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project. Work outcomes are monitored, clearly defined. Works under regular direction with assistance being readily available. Works under regular supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision.	Application of procedures, methods and guidelines, 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 JUDGMENT	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgment and initiative, in the performance of work.	Limited scope to exercise initiative and judgment within clearly established procedures and practices.	Scope for exercising initiative and judgment in the application of established work procedures. Officers may receive instruction on broader aspects of work.
PROBLEM SOLVING	Assistance available when problems occur.	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
PROVISION OF ADVICE/ SUPPORT/ASSISTANCE			May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.

GENERAL OFFICERS CLASSIFICATION - CRITERIA 1 - GENERAL FEATURES LEVELS 1A TO 3			
CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2
TIME MANAGEMENT & ORGANISATIONAL SKILLS		Responsible for the timeliness of own work.	Managing time, planning and organising own work.
GENERAL RESPONSIBILITIES	*See a support role in a Child Care Centre	Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> ♦ supervision of other Employees is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> ♦ 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.
			Managing and planning own work and that of subordinate Employees and could include:- <ul style="list-style-type: none"> - 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
			Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> ♦ establishing goals, objectives and outcomes for their own particular work program ♦ undertaking some complex operational work ♦ supervision ♦ dealing with formal disciplinary issues within the work area ♦ utilising a basic knowledge of the principles of human resource management ♦ assisting subordinate Employees with on-the-job training.
GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3			
Positions at the various levels may include some of the following specific responsibilities or those of a similar value.			
CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2
WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD:-	*See a support role in a Child Care Centre	Experienced officers may have technical oversight of minor works activities and could include: <ul style="list-style-type: none"> ♦ completion of field project according to instructions and established procedures ♦ trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation. 	Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include: <ul style="list-style-type: none"> ♦ application of established practices and procedures ♦ responsibility for a minor project.
WHERE THE PRIME RESPONSIBILITY IS IN THE WORKS AREA		Arrange a minor works activity within established methods as part of the training process.	Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/ projects) and could include:- <ul style="list-style-type: none"> ♦ supervision, planning and coordinating of the activities of officers and day-to-day operations.
			Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include <ul style="list-style-type: none"> ♦ reviewing work done by subordinate officers.
			Exercise responsibility for works and determine objectives for the functions under control, and could include:- <ul style="list-style-type: none"> ♦ 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

GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY IS IN LIBRARIES		Undertake routine library duties: • routine shelving • issues and returns	Provide para-professional support to qualified librarians: • in charge of a library outlet or function within the library. • oversee the work of unqualified library Employees.	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 Employees or • take charge of a small library branch
WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)		Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.	Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.	Exercise operational responsibility for multi -function aquatic/ recreation complex or large swimming pool.
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 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.	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.	Provide secretarial and/or administrative support requiring a high degree of judgment, 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	

GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY IS IN CHILD CARE	<ul style="list-style-type: none"> ◆ Support role in a child care centre ◆ Report observations of individual children/groups for program planning purposes ◆ If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups ◆ Assist with daily routines and give each child individual attention/ comfort as required ◆ Implement early child-hood program under supervision ◆ Work in accordance with licensing requirements under the Act and ensure the health & safety of the children in care. 	<ul style="list-style-type: none"> ◆ Assist with the development, planning, implementation and evaluation of child care developmental programs and the 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 	<ul style="list-style-type: none"> ◆ 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 	<p>Advise landholders/ local authorities/ government officers on:</p> <ul style="list-style-type: none"> ◆ eradication/ control techniques and measures and provide information on obligations under the relevant legislation.
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES		<p>Enforce compliance with traffic by laws and regulations at an elementary level.</p>	<p>Inspectional duties involving the enforcement of general by-laws/regulations, assist senior officers with special projects.</p> <p>Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer. (Trainee level)</p>	<p>Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/ health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.</p> <p>Undertake minor development assessment duties and could include:</p> <ul style="list-style-type: none"> ◆ administer the requirements of the planning Act ◆ checking applications for compliance. ◆ 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			<p>Operate a community service program at an elementary level.</p>	<p>Plan and co-ordinate elementary community based projects/ programs, and could include:</p> <ul style="list-style-type: none"> ◆ performing moderately complex functions ◆ social planning, demographic analysis, survey design and analysis ◆ duties of a specialised nature ◆ a single program at a more complex level. <p>Administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.</p>
WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER PROGRESSION	<ul style="list-style-type: none"> ◆ Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children's Services Act shall commence at the 3rd increment of the range. 	<ul style="list-style-type: none"> ◆ Completion of introduction to child care skills and accepted for the advanced certificate in childcare. 	<ul style="list-style-type: none"> ◆ 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 	<ul style="list-style-type: none"> ◆ 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

				<p>qualification to undertake associated professional work.</p> <ul style="list-style-type: none"> Graduates will advance to the 1st increment of level 3 after twelve months' satisfactory service. 	<p>after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service</p> <ul style="list-style-type: none"> 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.
GENERAL OFFICERS CLASSIFICATION - CRITERIA 4 - SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 3					
CHARACTERISTIC REQUIREMENTS OF THE JOB	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	
	<ul style="list-style-type: none"> Developing knowledge of centre policy and practices No formal qualifications required at this level Certificate in community services (TAFE) or equivalent It is desirable that officers are studying for an appropriate certificate Sufficient knowledge and experience to perform duties at this level. Positions at this level will involve officers in extensive on the job training including familiarisation with the goals and objectives of the work section 	<ul style="list-style-type: none"> A developing knowledge of the section/department function and operation Basic knowledge of clerical/administrative practices and procedures relevant to the work area A developing knowledge of work practices and policies of the relevant work area Basic numeracy, keyboard, written and verbal communication skills relevant to the work area No formal qualifications required at this level At this level, Employers are expected to offer substantial on-the-job training It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training Positions initially at this level will involve officers in extensive on-the-job training including familiarization with the goals and objectives of the work section Officers will be responsible for the timeliness of their work and required to use basic numeric, written and verbal communication skills. 	<ul style="list-style-type: none"> Basic skills in oral and written communication with clients and other members of the public Knowledge of established work practices and procedures relevant to the work area Knowledge of policies and regulations relating to the work area Understanding of clear but complex rules Understanding of basic computing concepts Application of techniques relevant to the work area Developing knowledge of statutory requirements relevant to the work area No formal qualifications required OR Entry point for three year degree/associate diploma/appropriate certificate without experience OR Will have attained through previous appointments of service an equivalent level of expertise and experience to undertake the range of activities required OR Appropriate on-the-job training and relevant experience 	<ul style="list-style-type: none"> Thorough knowledge of work activities performed within the work area Sound knowledge of procedural/operational methods of the work area May utilise professional or specialised knowledge Ability to apply computing concepts Working knowledge of statutory requirements relevant to the work area Entry level for four year degree in the relevant discipline OR Entry level for three year degree plus graduate diploma in the relevant discipline OR Associate diploma with experience OR Three year degree plus 1 year professional experience in the relevant discipline OR Appropriate certificate with relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience undertake the range of activities required. 	

GENERAL OFFICERS CLASSIFICATION - CRITERIA 1 - GENERAL FEATURES LEVELS 4 TO 8

CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
ACTIVITIES/FUNCTIONS	<p>Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:-</p> <ul style="list-style-type: none"> • responsibility for a range of functions within a work area • a substantial component of supervision. 	<p>Responsible for a range of functions within the section and/or department.</p>	<p>Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:</p> <ul style="list-style-type: none"> • Working independently as specialists or • a senior member of a single discipline project team. 	<p>Exercise managerial responsibility for various functions within the department and/or council and could include:</p> <ul style="list-style-type: none"> • specialised functions • operation as a specialist • operation as a member of a specialised professional team. • working independently. 	<p>Exercise managerial responsibility for a department/council's relevant activity, and could include:-</p> <ul style="list-style-type: none"> • 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	<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction with assistance usually available.</p>	<p>Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgment where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgment within prescribed areas with assistance available when required.</p>	<p>Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.</p> <p>Sets outcomes for the work area of responsibility to achieve objectives of the department/council.</p> <p>Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.</p>	<p>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.</p> <p>Set outcomes for the work area/section/function.</p> <p>Work under limited direction with guidance not always readily available within the organisation.</p>	<p>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.</p> <p>Identification of current/future options and the development of strategies to achieve outcomes.</p> <p>Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements.</p> <p>Undertake duties of an innovative, novel or critical nature.</p>
INITIATIVE AND JUDGEMENT	<p>Exercise initiative and judgment in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/ skills where procedures are not clearly defined.</p>	<p>Exercise initiative and judgment where procedures not clearly defined.</p>	<p>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.</p>	<p>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.</p>	<p>Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.</p>
PROBLEM SOLVING	<p>Solution to moderately complex problems generally found in precedents, guidelines or instructions.</p>	<p>Solution to problems generally found in documented techniques, precedents and guidelines.</p>	<p>Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.</p>	<p>Solution to complex problems involves the selection of methods and techniques based on sound judgment.</p>	<p>Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches, which may be outside of the original field of specialisation.</p>

GENERAL OFFICERS CLASSIFICATION - CRITERIA 1 - GENERAL FEATURES LEVELS 4 TO 8

	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
CHARACTERISTIC					
PROVISION OF ADVICE/ SUPPORT/ASSISTANCE	Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters, which could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:- ♦ a consultancy service ♦ specialist financial, technical, professional and /or administrative advice on policy including operational. ♦ manage/administer complex policy.
TIME MANAGEMENT & ORGANISATIONAL SKILLS	Require skills in managing time, setting priorities, planning and organising own work and that of subordinate Employees, where supervision is a component of the position.	Plan and organise their own work and that of subordinate Employees.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/corporate goals, which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

GENERAL OFFICERS CLASSIFICATION - CRITERIA 2 - GENERAL RESPONSIBILITIES LEVELS 4 TO 8

	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
CHARACTERISTIC					
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.	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	Officers at this level have responsibilities which will/may include: ♦ significant projects and/ or functions ♦ a range of duties within the work area, including problem definition, planning and the exercise of judgment ♦ management of significant projects and/or works programs and/or functions ♦ assisting with/prepare budgets ♦ control and 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	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 Employees 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	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

		<ul style="list-style-type: none"> ◆ 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. 	<ul style="list-style-type: none"> ◆ managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation. ◆ appreciation of the long-term goals of council. <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<ul style="list-style-type: none"> ◆ good understanding of the long term goals of council ◆ manage a works program or work area of council ◆ undertake the control and co-ordination of a section, department and/or significant work area. <p>Positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.</p>	<ul style="list-style-type: none"> ◆ authority to implement and initiate change in area of responsibility. <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>
GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8 Positions at the various levels may include some of the following specific responsibilities or those of a similar value.					
CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD	<p>Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:</p> <ul style="list-style-type: none"> ◆ utilisation of initiative and judgment in the selection and application of established principles, techniques and methods. 	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> ◆ lead teams on moderately complex technical projects ◆ exercise significant initiative and judgment in the selection and application of established principles, techniques ◆ provide reports to management and recommendations on technical suitability of equipment/procedure/processes/results ◆ analysis/design for the development and maintenance of projects. 	<p>Significant responsibilities for accomplishment of technical objectives, and could include:</p> <ul style="list-style-type: none"> ◆ 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. 	<p>Responsible for the control and co-ordination of projects in accordance with corporate goals.</p> <ul style="list-style-type: none"> ◆ Refer to general responsibilities. 	<p>Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:</p> <ul style="list-style-type: none"> ◆ 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	<p>Assist senior officers with the establishment of work programs of a complex nature and could include:-</p> <ul style="list-style-type: none"> ◆ 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. 	<p>Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:-</p> <ul style="list-style-type: none"> ◆ operational responsibility for works programs ◆ exercising judgment and initiative where procedures not clearly defined ◆ establishing works programs in small councils. 	<p>Develop, supervise and implement significant works programs and /or large outside workforce and/or contractors and could include:-</p> <ul style="list-style-type: none"> ◆ review of operations to determine their effectiveness ◆ control and co-ordination of the works program within budgetary constraints. 	<p>Develop and implement significant works programs.</p>	<p>Establish, control and organise on-going plans and programs for department/council and could include:-</p> <ul style="list-style-type: none"> ◆ administering complex policy and works program matters.
WHERE PRIME RESPONSIBILITY IS IN LIBRARIES	<p>Carry out a variety of activities in the field of library services:-</p> <ul style="list-style-type: none"> ◆ utilise initiative/ judgment in the selection and application of established principles, techniques and methods. 				

<p>WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)</p>	<p>Manage a recreation complex (aquatic or non aquatic).</p>	<p>Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.</p>		
<p align="center">GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8 Positions at the various levels may include some of the following specific responsibilities or those of a similar value.</p>				
<p>CHARACTERISTIC</p>	<p align="center">LEVEL 4</p>	<p align="center">LEVEL 5</p>	<p align="center">LEVEL 6</p>	<p align="center">LEVEL 7</p>
<p>WHERE THE PRIME RESPONSIBILITY IS IN THE LOCAL ANIMAL AND PLANT CONTROL BOARD</p>	<p>Plan, co-ordinate and implement the activities/ policies of the local animal and plant control board and could include:</p> <ul style="list-style-type: none"> • supervision of other Employees • supervision of other Employees 	<p>Plan co-ordinate and administer the activities/ policies of local animal plant control boards and could include:-</p> <ul style="list-style-type: none"> • supervision of other Employees • preparation of the budgets. 		
<p>WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL " FIELD</p>	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> • lead a team within a discipline related project • liaison with other professionals at a technical level • discussing techniques, procedures and/or results with clients on straightforward matters. 	<p>Exercise professional responsibilities which could include:</p> <ul style="list-style-type: none"> • supervision of the function • tasks of a specialised detailed nature • provide reports on progress of activities and provide recommendations • carry out planning studies for particular projects including aspects of design • utilise a high level of interpersonal skills in dealing with the public/ other organisations • exercise professional judgement within prescribed areas. 	<p>Supervisor/ manage operation of a discrete element which is part of a larger office and could include:</p> <ul style="list-style-type: none"> • control and co-ordination of projects in accordance with corporate goals • providing a consultancy service to a wide range of clients • complex professional problem solving • supervision of technical Employees (on occasions other professional Employees in the discipline). 	<p>Refer to general responsibilities</p>
<p>WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE</p>	<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:</p> <ul style="list-style-type: none"> • identification of specific or desired performance outcomes • application of computer programming knowledge and skills in systems development, maintenance and implementation • undertake computer operations requiring technical expertise and experience. 	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Exercise responsibility for a specialised area of council • provision of advice and assistance when non-standard procedures and processes are required • understanding of all areas of computer operation • undertake programming in specialist areas • exercise responsibility for a specialised area of councils computing operation • undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/displays. 	<p>Refer to general responsibilities</p>	<p>Refer to general responsibilities</p>
				<p>Understand functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p>

GENERAL OFFICERS CLASSIFICATION - CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8					
Positions at the various levels may include some of the following specific responsibilities or those of a similar value.					
CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
WHERE PRIME RESPONSIBILITY IS IN CHILD CARE	<p>Manage a child care centre of no more than 35 places And could include:</p> <ul style="list-style-type: none"> ◆ Formulation and evaluation of annual budgets in liaison with committee ◆ Develop, plan and supervise the implementation of educational and/or developmental programs for children ◆ Formulate and evaluate annual budgets in liaison with committee. ◆ Employees recruitment. 	<p>Manage a child care centre of no more than 60 places And could include:</p> <ul style="list-style-type: none"> ◆ Formulation and evaluation of annual budgets in liaison with committee ◆ Develop, plan and supervise the implementation of educational and/or developmental programs for children ◆ Formulate and evaluate annual budgets in liaison with committee ◆ Employees recruitment. 			
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES	<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:</p> <ul style="list-style-type: none"> ◆ compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc. ◆ site inspection ◆ advise on general planning procedures/ requirements and development/land division applications etc. <p>Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:</p> <ul style="list-style-type: none"> ◆ building or health applications including liaison with clients ◆ plans, permits, applications, etc. ◆ site inspection. 	<p>Undertake duties in the disciplines of building and health.</p>	<p>Supervision/management responsibilities exercised within a multi-discipline.</p>		
WHERE THE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES	<p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	<p>Plan, develop and operate a community service program of a moderately complex nature</p>			
WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER					

**GENERAL OFFICERS CLASSIFICATION - CRITERIA 4 - SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING
LEVELS 4 TO 8**

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

APPENDIX C - METHODOLOGY AND PROCESS FOR MERGING CITY OF BURNSIDE ENTERPRISE AGREEMENTS FOR 2026

Membership

Committee Membership will consist of up to:

- Four (4) Management representatives.
- Three (3) Administration representatives elected by Administration employees directly employed by the Employer.
- One Administration Employee representative as the ASU Workplace Representative.
- An Employee Representative, if requested by an Administration employee covered under this Agreement. The representative will be from an authorised association, which may be the ASU, if requested by a member of the association or by a group of employees and agreed by the majority of that group to negotiate the enterprise agreement on behalf of the group.
- Three (3) Employee representatives elected by Field employees.
- One Field Employee representative as the AWU Workplace Representative.
- An Employee Representative, if requested by a Field employee covered under this Agreement. The representative will be from an authorised association, which may be the AWU, if requested by a member of the association or by a group of employees and agreed by the majority of that group to negotiate the enterprise agreement on behalf of the group.

Log of Claims

- The Field and Administration Employees may lodge separate Log of Claims or a joint Log of Claims as agreed between the representatives.

Quorum

- A quorum shall be at least two Administration representatives, two Field representatives, and two Management representatives, which may be the Chief Executive Officer.

Voting

- As part of the voting process, to ensure that there is equality between the Field and Administration employee groups, two separate votes will be conducted. Following 'best endeavours bargaining' to establish the terms of agreement, employees will be notified of the period for voting. The result of both vote processes for each of the Administration and Field groups, for valid casted votes, will require a majority vote for each group to be successful for submission to SAET.