

ALWYNDOR AGED CARE (PROFESSIONAL THERAPY STAFF) ENTERPRISE AGREEMENT 2011

File No. 01883/2011B

**This Agreement shall come into force on
and from 10 June 2011 and have a life
extending until 31 March 2014.**

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



DATED 10/6/11

COMMISSION MEMBER





Alwyndor Aged Care (Professional Therapy Staff) Enterprise Agreement 2011



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APPLICATION and OPERATION of AGREEMENT

1. TITLE

This agreement shall apply to the employment of all Professional Therapy employees of Alwyndor Aged Care who are engaged in work covered by the Health Services Employees Award.

2. DURATION OF ENTERPRISE AGREEMENT

This Agreement will operate from the date of lodgement with the Industrial Relations Commission of South Australia (or its successor) and shall remain in force for a three year period until 31 March 2014. There will be a provision made for renegotiation 6 months before the end of the agreement.

3. PARTIES BOUND

This Agreement will be binding on the Alwyndor Aged Care and all professional therapy employees who are engaged in work covered by the Health Services Employees Award.

4. AIMS AND OBJECTIVES OF THIS AGREEMENT

4.1. The aim of the Agreement is to enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements in the workplace, enhance job satisfaction, security and remuneration.

4.2. The parties are committed to consultation and communication throughout all levels of the Alwyndor Aged Care. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

4.3. The employer shall discuss with the employees affected (and their representatives if so requested by the employees) the introduction of major changes in production, program, organisation, structure or technology, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

5. EMPLOYERS AND EMPLOYEES RESPONSIBILITIES

5.1. An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote de-skilling or conflict with the professions' code of ethics.

5.2. An employee will not be required to carry out any duties which are inconsistent with the employer's responsibility to provide a safe and healthy work environment.

6. DEFINITIONS

6.1 **Act** means the *Fair Work Act 1994* (S.Aust).

6.2 **Award** means the Health Services Employees Award and as amended from time to time

6.3 **Consultation** is a process, which will have regard to employee's interests and relevant legislative requirements in the formulation of plans, which have a direct impact on them. It provides employees with the opportunity to receive adequate information from the employer in relation to planned changes, to advice and representation and to have their viewpoints heard and taken into account in the planning stages prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

6.4 **Commission** means the Industrial Relations Commission of South Australia (IRCSA)

6. DEFINITIONS – CONT.

- 6.5 Employee** means any person employed by Alwyndor Aged Care in a classification listed in clause 15 - Rates of pay.
- 6.5.1 Full-time employee** is an employee who works an average of 38 ordinary hours per week or an average 76 ordinary hours per fortnight.
- 6.5.2 Part-time employee** is an employee who works a regular pattern of hours which average less than 38 ordinary hours per week or 76 ordinary hours per fortnight.
- 6.5.3 Casual employee** means an employee engaged and paid as such including those who are engaged in relieving work and work of a casual nature and whose employment is terminable by the employer in accordance with the employer's requirements, without the requirement of prior notice by either party.
- 6.6 Employee Representative** will mean any employee(s) elected from the worksite to represent the interests of such employees.
- 6.7 Employer** means – the City of Holdfast Bay as trustee for Alwyndor Aged Care.
- 6.8 Immediate family** includes:
- 6.8.1** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the same or opposite sex to the employee who lives with the employee as his or her husband, wife or partner on a bona fide domestic basis; and
- 6.8.2.** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 6.9 Service** means for the purpose of Clause 9 - Part-time employment, Clause 27 - Transmission of Business and Clause 29 - Redundancy, continuous service, but an employee's service is deemed for the purpose of calculating the length of continuous service to have been continuous notwithstanding:
- 6.9.1** Absence of the employee from work in accordance with the contract of employment;
- 6.9.2** Absence of the employee from work for any cause by leave of the employer;
- 6.9.3** Absence from work on account of illness, disease or injury;
- 6.9.4** Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1967 (SA);
- 6.9.5** Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement; and
- 6.9.6** Interruption or termination of the employee's service by the employer for any reasons other than those referred to in 6.9.4 and 6.9.5 if the worker returns to the service of, or is re-employed by, the employer within two months of the date on which the service was interrupted or terminated.
- 6.10 Week's pay** means the ordinary time rate of pay for the employee concerned.

EMPLOYMENT STANDARDS

7. TYPES OF EMPLOYMENT

- 7.1. Employees under this Agreement may be employed in any one of the following categories:
- 7.1.1 full-time employees; or
 - 7.1.2 regular part-time employees; or
 - 7.1.3 casual employees.
- 7.2. At the time of engagement, the employer will inform each employee of the terms of their engagement, and in particular, whether they are to be full-time, regular part-time or casual, including classification and conditions.

8. CASUAL EMPLOYMENT

- 8.1. A casual employee shall be paid 120% of the ordinary hourly rate of the weekly wage rate appropriate to the employee's classification prescribed by clause 15 - Rates of pay, with a minimum of three hours to be paid each shift. A casual working ordinary hours on weekends shall, in addition to the rate prescribed in this clause, be paid those rates prescribed in clause 24 - On call/recall.
- 8.2. Any overtime worked by a casual employee will be paid at the rate of 180% of the ordinary hourly rate of the weekly wage appropriate to the employee's classification (not the casual hourly rate) for the first three hours of overtime and 240% of the appropriate ordinary hourly rate for all additional overtime.
- 8.3. The provisions of clauses - 13 Termination of employment, 14 - Redundancy, 27 - Annual leave, 28 - Personal leave, 29 - Compassionate leave, 31 - Parental leave and 32 - Public holidays, do not apply to a casual employee.

9. PART-TIME EMPLOYMENT

- 9.1. The employer may employ part-time employees in any classification of the Agreement.
- 9.2. Any agreed variation to the regular pattern of work will be recorded in writing.
- 9.3. Part-time employees will be paid per hour worked an amount equal to 1/38th of the weekly wage rate appropriate to the employee's classification.
- 9.4. Part-time employees will be entitled to the penalties and/or overtime rates prescribed in this Agreement for work performed in excess of 38 hours in any one week or on Saturdays, Sundays or public holidays.
- 9.5. Part-time employees will accrue personal leave and annual leave on a pro rata basis in accordance with the provisions of clauses 24, depending on the number of hours worked in each week.
- 9.6. Where a part-time employee usually works on a day of the week on which a public holiday occurs and they are not required to work on that day, they will be paid for the hours they would have usually worked on that day.

10. ANTI-DISCRIMINATION

Anti- Discrimination will be in accordance with Clause 4.7 of the Award and as amended from time to time

WORK ARRANGEMENTS

11. HOURS OF WORK

- 11.1.** For all employees the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:
- 11.1.1.** 38 hours within a work cycle not exceeding seven consecutive days; or
 - 11.1.2.** 76 hours within a work cycle, not exceeding fourteen consecutive days; or
- 11.2.** Subject to 11.2.2 of this subclause employees may be required to work their 38 ordinary hours between the hours of 6.00 a.m. and 6.00 p.m. on Monday to Friday inclusive. Subject to 11.2.1, ordinary hours will not exceed eight on any day.
- 11.2.1** Where the employer or an individual employee requests and the employer and individual employee genuinely agree, a maximum of ten ordinary hours may be worked on any day from Monday to Friday inclusive.
 - 11.2.2** Employees may be contracted to work their ordinary hours between the hours of 6.00 a.m. and midnight, Monday to Friday, provided that hours worked outside the spread of hours prescribed by 11.2 (6:00am to 6:00pm) will be paid under the provisions of clause 23 - Shift work.
 - 11.2.3** Ordinary hours worked pursuant to this clause will be worked consecutively except for a meal break as provided by clause 30 - Meal break.
 - 11.2.4** Employees will be entitled to two ten minute rest intervals in each eight hour period of duty and will be counted as time worked.
- 11.3.** The average of 38 hours per week may be worked in any arrangement mutually agreed between employer and employee.

SALARY and ALLOWANCES

12. CLASSIFICATION AND RATES OF PAY

The minimum salary to be paid to employees for work in ordinary time shall be as outlined in Schedule 1, effective from the first pay period commencing on or after the 31 March 2011 (Refer to Schedule A).

13. PAYMENT OF WAGES

13.1 Wages will be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee. On each pay day all pay owing for the fortnight will be made up to a day no more than three days prior to the day of payment.

13.2 Employees will have their wages paid into their nominated account in sufficient time to ensure that they are available for withdrawal on pay day.

14. WAGE ADJUSTMENTS

14.1. Rates of pay will increase as follows:

14.1.1 On lodgement of this Agreement, a 5.0% increase on the rates of pay from the first full pay period on or after the 31st March 2011, with.

14.1.2 A further 4.25% increase on the rates from the first full pay period on or after the 31st March 2012, and

16.1.3 A further 4.25% increase on the rates from the first full pay period on or after the 31st March 2013, and

15. SALARY SACRIFICE (OR SALARY PACKAGING)

15.1 The parties to the Agreement recognise that the welfare of employees will be substantially affected and improved by the introduction of Salary Packaging to the remuneration arrangements.

15.2 Employees may access a salary package with the employer up to a maximum salary sacrifice of \$30,000 grossed up per annum per employee. Salary packages will apply for the life of this Agreement whilst Alwyndor Aged Care retains its current fringe benefits tax exemption. Occupational superannuation will be based on the gross amount of salary before packaging.

15.3 With the exception of Clause 15.2 above, Salary sacrificing arrangements will be in accordance with Alwyndor Aged Care Salary Sacrifice Policy and as amended from time to time.

15.4 All employees who are party to this Enterprise Agreement shall be entitled to salary sacrifice up to a maximum annualised gross salary of \$30,000pa (\$16,049 excluding superannuation), or as amended by legislation from time to time.

16. SUPERANNUATION

16.1. Superannuation legislation

16.1.1. The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

16.1.2. The Notwithstanding 20.1.1, the following provisions will also apply.

16. SUPERANNUATION – CONT.

16.2. Definitions

The **Fund** shall mean the complying fund into which the employer is required by law to make contributions. At the date of making this agreement the parties apprehend that the employer is required to make contributions to The Local Government Superannuation Scheme (**Local Super**). It is anticipated that choice may be available from July 2011. If at any stage during the period of operation of this Enterprise Agreement the parties establish that the employer can make contributions to a fund other than Local Super then the **Fund** for the purposes of this Enterprise agreement shall mean either HESTA or Local Super.

Ordinary time earnings means the remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay, including all payments arising from the Enterprise Agreement, shift allowances, and other work related allowances applicable to the working of ordinary hours, but does not include bonuses, commission or payment for overtime

16.3 The employer will make contributions to the Fund for an employee in accordance with the legislative requirements. These contributions will be based on the employee's ordinary time earnings.

16.4 A respondent employer will provide each employee who is not a member of the Fund with a membership application to the Fund by the end of the calendar month after commencement of employment.

16.5 A respondent employer will contribute to the Fund monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee. The amount of contributions to the Fund will be calculated to the nearest 10 cents, any fraction below five cents will be disregarded.

16.6 Unpaid absences

Except as where specified in the rule of the Fund contributions by respondent employers, in respect of unpaid absences, contributions will be proportional to the wage received by the employee concerned in a particular pay period. For the purposes of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

16.7 Cessation of contributions

A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment of the employee with the employer.

16.8 Voluntary employee contributions

16.8.1 Employees who may wish to make voluntary contributions in addition to those paid by the employer pursuant to clause 16.3 shall be entitled to authorise the employer (subject to the agreement of the employer) to pay these additional contributions from the employee's wages into the Fund from the employee's wages amounts specified by the employee.

16.8.2 If the employer receives written authorisation from an employee regarding voluntary superannuation contributions, the employer will commence making payments into the Fund on behalf of the employee within 14 days of receiving authorisation.

16.8.3 Upon such authorisation, the employer shall be required to make the deduction and forward it to the Fund.

16.8.4 Additional employee contributions requested under this clause shall be subject to the following conditions:

- (a) The amount of the contribution shall be expressed in whole dollars; and
- (b) After the first contribution, the amount of contribution can only be adjusted from the first full pay period in July each year.

17. HIGHER DUTIES

- 17.1.** Where an employee is able to perform the whole or the majority of the duties of a higher position and is directed to do so for more than five working days (i.e. a normal working week) such an employee will be paid an allowance equal to the difference between their salary and the minimum salary of the higher classification.
- 17.2.** Where an employee is able to perform only part of the duties of a higher classified position and is directed to do so for more than one week such employee will be paid an allowance at a rate proportionate to the extra duties performed.

18. MEAL BREAKS

- 18.1.** A minimum of a half hour up to a maximum of one hour will be allowed to each employee for an unpaid meal break on each day Monday to Friday between 12.00 noon and 2.00 p.m., unless otherwise agreed between the employer and the employee, provided that not less than one half hour will be allowed and taken.
- 18.2.** An employee required to work overtime will be allowed a meal break of not more than one hour or less than one half hour (which will not be counted as time worked), to commence not more than five hours from the commencement of work, or from the end of the meal break taken as provided in 18.1. Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours will be allowed a meal break of twenty minutes which will be paid for at ordinary rates.
- 18.3.** All shift workers whilst working on afternoon or night shift will be entitled to a paid tea break of twenty minutes. Such tea break to be allowed and taken as prescribed.
- 18.4.** An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

19. ON CALL / RECALL

- 19.1.** An on call allowance of \$7.89 for weekdays and \$17.38 for weekends will be paid to an employee in respect of any 24 hour period or part thereof during which the employee is on call.
- 19.2.** In the event of an employee being recalled to duty for any period during an off duty period such employee will be paid from the time of receiving the recall until the time of returning to the place from which the employee was recalled with a minimum payment for three hours at a loading of 100% on the appropriate rate in Schedule A.- Rates of Pay
- 19.3.** When recall work is necessary it should be arranged so that an employee has at least eight consecutive hours off duty between midnight and the commencement of the next period of ordinary duty.
- 19.4.** An employee who works so much recall so as they would not have at least eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence, if on the instructions of the employer such an employee resumes or continues work without having had such eight consecutive hours off duty they will be paid at the rate of double time until they are released from duty for such rest period and the employee will then be entitled to be absent until they have had eight consecutive hours of duty without loss of pay for rostered ordinary hours occurring during such absence.
- 19.5.** An employee who resumes work voluntarily will be entitled without loss of pay to attend to ablutions and sustenance matters.

20. OVERTIME

- 20.1.** The employer may require an employee to work reasonable overtime and such employee will work reasonable overtime in accordance with such requirement. Only authorised overtime will be paid for and the following rates of overtime will apply:
- 20.1.1** In excess of ordinary hours on any one day - time and a half for the first three hours and double time thereafter.
 - 20.1.2** All overtime from noon on Saturday until midnight Sunday - double time.
 - 20.1.3** All time on a public holiday will be paid at double time and one half.
- 20.2.** By mutual agreement with the employer, an employee will be allowed to take time-off in lieu of overtime.
- 20.3.** The basis for calculating overtime rates for casual employees will be the appropriate full-time rate prescribed by this agreement, divided by the full-time hours for the position and multiplied by 1.2.
- 20.4.** Where an employee who has been required to work overtime ceases work at a time when usual and reasonable means of transport are not available the employer will provide a suitable means of transport for such employee to their place of residence.
- 20.5.** When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least eight consecutive hours off duty, between those times, will subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 20.6.** If, on the instructions of the employer, an employee resumes or continues work without having had such eight consecutive hours off duty the employee will be paid at double rates until they are released from duty for such period and they will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Despite the above provisions no employee will be required to work for more than sixteen hours in any period of 24 hours commencing from the time they started work.

21. SHIFT WORK

- 21.1.** In addition to any other rates prescribed elsewhere in this Agreement an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 6.00 a.m. will be paid a loading of 15% on the appropriate rate of pay specified in Schedule A - Rates of pay.
- 21.2.** In the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty, or commencing after midnight and before 6.00 a.m. will be paid for any such period of duty a loading of 30% on the appropriate rate in Schedule A - Rates of pay.
- 21.3.** Provided where, for operational purposes, an employee is required, without seven days notice, to change from working on one shift to working on another shift, the time of commencement of which differs by four hours or more from the original shift, the employee will be paid an amount equal to 15% of the rate for a shift on the occasion of each such change in addition to any amount payable under 21.1.
- 21.4.** Provided further that where there is seven days notice provided or an employee agrees to a change of shift under 21.3 then there will be no additional 15% payment.

22. ROSTERS

- 22.1. Rosters setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, shift duty, weekend duty and other such duties where applicable and prescribed by the employer will be posted in places readily accessible to employees covered by this Agreement.
- 22.2. The roster will cover a period of 28 days and be posted seven days prior to becoming effective.
- 22.3. The roster may be varied in the following manner:
- 22.3.1 By agreement between the employer and the majority of employees concerned; or
- 22.3.2 In the absence of agreement, by fourteen days notice of alteration given by the employer to the employees concerned.

23. ALLOWANCES

23.1. Motor vehicle allowance

- 23.1.1. When an employee is required by the employer to use their own motor vehicle in the performance of their duties, they shall be reimbursed at the following rate:

Engine size	As at 31 March 2011	As at 31 March 2012	As at 31 March 2013
	Cents/km	Cents/km	Cents/km
4 cylinder	58.77	61.26	63.87
6 cylinder	74.31	77.46	80.76

- 23.1.2. Employees who are required to travel away from their normal place of work on the duty of the employer will be paid their fares and all expenses connected with the travelling.
- 23.1.3. Where the employer transfers an employee, after the commencement of work of such employee on any day, from the usual place of work to another place, fares to and from such altered place will be paid by the employer to the employee regardless of the method of travel except where transported by the employer.

23.2. Uniform allowance

Where an employee is required by law or by the employer to wear any special uniform, white coat, apron or other article it will be supplied **and paid for by the employer.**

LEAVE AND OTHER ENTITLEMENTS

24. LEAVE ENTITLEMENTS

24.1 All full-time staff (other than casuals, with the exception of long service leave and unpaid maternity/adoption leave) are entitled to the following provisions in accordance with the Alwyndor Aged Care (AAC) Leave Policy, the Award and as summarised in the below table.

24.2 Part-time staff will accrue leave entitlements on a pro-rata basis.

24.3 Annual leave loading is payable at 17.5% when taking annual leave.

24.4 Payment of Annual Leave must not be made or accepted in lieu of taking annual leave, (except in the case of termination of employment) unless as a last resort by the employee, approval in writing is obtained from the General Manager, Alwyndor Aged Care.

24.5 Any leave entitlement not covered in the below table is to be in accordance with the Award.

Leave Type	Employee Category	Entitlement	Conditions
Annual Leave	All Staff, except Casuals	20-workdays cumulative for each year of continuous paid service. Part-time employees accrue pro-rata. Accrues at 1/26 th the number of nominal hours worked for each period of 2-week period worked of continual service.	The Council may give reasonable written notice to reduce entitlements greater than 40-workdays by no more than ¼.
Compassionate Leave	All Staff, except Casuals	Up to 2-work days paid leave per occasion. Leave in excess of entitlement may be unpaid leave. Other forms of leave may be accessed.	Available when a family member: (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or (b) dies. A medical certificate or other reasonable evidence may be needed for such leave.
Jury Service/ Witness Leave	All Staff	Paid leave for period of duty. Such leave will include necessary travelling.	Must forfeit and reimburse to Council all Jury Service or Witness fee to Council, other than daily incidentals.
Leave Without Pay	Full-time and Part-time Staff only	For a period no greater than 12-months	Application must be in writing seeking CEO approval with each case viewed on merit and organisational needs. Not recognised as continuous service

24. LEAVE ENTITLEMENTS – CONT.

Leave Type	Employee Category	Entitlement	Conditions
Long Service Leave	All Staff including casual staff members	<p>Entitled to 13-weeks leave after completing 10-years continuous service.</p> <p>Accrues at 1.3-work weeks for each completed year of service.</p> <p>Eligible for pro-rata after 7 years of continuous service.</p> <p>Pro-rata the full time rate subject to eligibility criteria.</p>	<p>Entitled to take leave on 60-days notice, unless mutually agreed.</p> <p>Staff members can take a minimum of 1-work day of leave.</p> <p>Where a staff member has accumulated an entitlement in excess of 90-work days the Council may give the staff member written notice to reduce their entitlement to 60-work days within a 2 year period.</p> <p>Staff members will not be required to take LSL if they agree to retire within 2 years.</p> <p>Recognition of prior service will be in accordance with the LSL Act.</p>
Maternity Leave	All female staff	<p>Full-time and Part-time staff are entitled to 52-weeks leave, including 8-weeks paid leave, after -year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p>	<p>Required to provide minimum 10-weeks notice prior to the expected birth date.</p> <p>A medical certificate must be provided to Council.</p> <p>Entitled to return to position held immediately before taking maternity/adoption leave.</p>
Adoption Leave	All staff deemed as the primary carer	<p>Full-time and Part-time staff are entitled to 52-weeks leave, including 8-weeks paid leave, after 1-year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p> <p>Adoption leave applicable for a child up to 5-years of age.</p>	<p>The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.</p>
Paternity / Parental Leave	All staff	<p>May take up to 1-week paid and up to 51-weeks unpaid leave, provided it is certified the employee is the primary caregiver.</p>	<p>A medical certificate must be provided to Council.</p>
Personal Leave (incl. Carer's and Sick Leave)	All Staff, except Casuals	<p>Up to a maximum of 10- days per annum.</p> <p>Accrues at 1/26th the number of nominal hours worked for each period of 4-work week period worked of continual service.</p> <p>In addition, once the above entitlement has been exhausted, up to 2-work days (un-paid) per occasion is also available.</p>	<p>Available for immediate or extended family & significant others.</p> <p>Medical certificate or other reasonable evidence may be needed for more than 2 consecutive work days.</p>

24. LEAVE ENTITLEMENTS – CONT.

24.6 Termination of employment

24.6.1 Where the employment of an employee is terminated by either party that employee will be paid:

24.6.1(a) For any accrued but untaken portions of annual leave and where applicable, long service leave (does not include personal/carers/sick leave); and

24.6.1(b) A loading of 17.5% on the amount calculated in 27.1.2.

24.6.2 Payment for pro rata leave for a part-time employee on termination will be based on the average number of ordinary hours per week over the period for which a payment is to be paid.

24.7 Calculation of continuous service

24.7.1 For the purposes of this clause service will be deemed to be continuous notwithstanding:

24.7.1(a) Any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

24.7.1(b) Any absence from work on account of personal sickness or accident or on account of leave granted, imposed or agreed to by the employer; or

24.7.1(c) Any absence with reasonable cause, proof whereof will be upon the employee.

24.7.2 In the case of personal sickness, or accident or absence with reasonable cause, for the employee to become entitled to the benefit of this subclause he/she will notify the employer if practicable within 24 hours of the commencement of such absence of their inability to attend for duty.

24.7.3 In calculating the period of twelve months' **continuous service** any such absence as aforesaid will not, except to the extent of any paid leave or not more than twenty working days unpaid leave in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

24.7.4 Any absence from work by reason of any cause not being a cause specified in this clause shall not be deemed to break the continuity of service for the purpose of this clause, unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

24.8 Sickness during annual leave

Where an employee becomes sick while on annual leave and produces to the employer a certificate of a legally qualified medical practitioner, certifying that for a period of not less than three consecutive days specified in the certificate, the employee would have been unable to attend or remain at their place of employment if they had been required to do so, will be granted by the employer paid leave not exceeding the sick leave entitlement the employee would have as outlined Personal Leave.

25 OTHER LEAVE

Managers may authorise any reasonable request for paid or unpaid leave subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the employer.

26 PUBLIC HOLIDAYS

- 26.1** An employee shall be entitled to holidays on the following days:
- 26.1.1** New Year's Day, Good Friday, Easter Saturday [i.e. day after Good Friday], Easter Monday, Christmas Day and Proclamation Day; and
 - 26.1.2** The following days, as prescribed in South Australia: : Australia Day, Anzac Day, Queen's Birthday or Labour Day; and
 - 26.1.3** Adelaide Cup Day
- 26.2** Substituted days
- 26.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
 - 26.2.2** When Proclamation Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.
 - 26.2.3** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 26.3** Public holidays that are declared or prescribed in South Australia on days other than those set out in 33.1 those days will constitute additional holidays for the purpose of this Agreement.
- 26.4** An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 26.4.1** An agreement pursuant to 26.4 shall be recorded in writing and be available to every affected employee.
 - 26.4.2** The union which is party to this Agreement will be informed of an agreement pursuant to 26.4.
- 26.5** Absence from duty owing to illness or other reasonable causes, for periods immediately preceding and succeeding such holidays or where application is made for leave and such leave is approved, will render an employee eligible for payment for the public holiday or holidays occurring within such period of absence.

ORGANISATIONAL CHANGE

27 TRANSMISSION OF BUSINESS

- 27.1** This clause will have effect where a business, undertaking, establishment or any part thereof has, whether before or after the commencement of this clause, been transmitted from the employer (hereinafter referred to as **the transmitter**) to another employer (hereinafter called **the transferee**). In this clause, **transmission** means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law and **transmitted** has a corresponding meaning.
- 27.2** Subject to further order of the Commission where a person who at the time of the transmission was an employee of the transmitter in that business, undertaking, establishment, or part thereof becomes an employee of the transferee:
- 27.2.1** The period of service which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and
- 27.2.2** The provisions of subparagraphs under clause 14 - Redundancy, shall not apply in respect of the termination of the employee's employment with the transmitter.
- 27.3** Where a person who at the time of the transmission was an employee of the transmitter in that business, undertaking, establishment or part thereof, is offered employment by the transferee, the provisions of subparagraphs under clause 14 - Redundancy, shall not apply in respect of the termination of the employee's employment with the transmitter provided that:
- 27.3.1** The offer is made before the transmission of the business, undertaking, establishment or part thereof; and
- 27.3.2** The terms and conditions of the new employment offered:
- 27.3.2(a)** Are not substantially different from those applying to the employment with the transmitter; or
- 27.3.2(b)** Are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and
- 27.3.2(c)** The employee unreasonably refuses to accept the offer.

28 TERMINATION OF EMPLOYMENT

28.1 Notice of termination by the employer

- 28.1.1** In order to terminate the employment of an employee (other than a casual employee) the employer will give the employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 28.1.2** In addition to the notice in 28.1.1, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service will be entitled to additional notice of one week.
- 28.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the period of notice and by the employer making payment for the remainder of the period of notice.

28 TERMINATION OF EMPLOYMENT – CONT.

28.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

28.1.5 The period of notice in this clause will not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

28.2 Notice of termination by employee

In order to terminate employment an employee will give the employer the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
One year and over	2 weeks

28.3 Time off during notice period

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

28.4 Payment in lieu

If the employer makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made will be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Agreement.

29 REDUNDANCY

29.1 Redundancy occurs when the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

29.2 Transfer to lower paid duties

Where an employee is transferred to lower duties for reason of redundancy, the employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

29.3 In addition to the period of notice prescribed for ordinary termination in clause 46 - Termination of employment, an employee whose employment is terminated for reasons set out in 47.1 will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years and over	8 weeks' pay

Provided that the severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded, to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

29 REDUNDANCY – CONT.

29.4 Employee leaving during notice period

An employee whose employment is terminated for reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

29.5 Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

29.6 Time off during notice period

29.6.1 During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

29.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

29.7 Employees exempted

This clause will not apply where employment is terminated because the conduct of an employee justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

29.8 Superannuation benefits

29.8.1 Subject to further order of the Commission, where an employee whose employment is terminated receives a benefit from a superannuation scheme, they will only receive under 47.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit they receive which is attributable to employer contributions only.

29.8.2 If this superannuation benefit is greater than the amount due under 29.3, then the employee will receive no payment under this clause.

29.9 Incapacity to pay

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PERFORMANCE MANAGEMENT

30 LEARNING AND DEVELOPMENT / TRAINING

- 30.1** Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and program consistent with:
- 30.1.1** The current and future needs of the enterprise.
 - 30.1.2** The size, structure and nature of the operations of the enterprise.
 - 30.1.3** The need to develop vocational skills relevant to the enterprise through courses conducted by appropriate educational institutions and training providers.
- 30.2** Where, as a result of consultation, it may be agreed by the employer that additional training in accordance with the program developed pursuant to 3030.1 should be undertaken either on or off the job.
- 30.3** Provided that if the training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold such paid training leave.
- 30.4** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure.
- 30.5** Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
- 30.6** Travel costs, incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

31. DISPUTE AVOIDANCE RESOLUTION PROCEDURE

- 31.1** It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties. The parties to the Agreement recognise that from time to time individual employees may have grievances, which need to be resolved in the interest of good relationships.
- 31.2** An employee will have the right for a grievance to be heard through all levels of line management.
- 31.2.1** In the first instance the employee shall attempt to resolve the grievance with the employee's immediate supervisor. The employee's representative shall be present if desired by the employee.
 - 31.2.2** If the matter is not resolved, then the matter shall be referred to the employee's department head. The employee's representative shall be present if desired by the employee.
 - 31.2.3** If the grievance is still unresolved the matter shall be referred to senior management and the employee's representative.
 - 31.2.4** It is agreed steps 31.2.1 to 31.2.3 shall take place within fourteen days.
 - 31.2.5** If the grievance still exists the matter shall be referred to the Commission for conciliation or arbitration. The parties agree to adhere to the outcome of the conciliation or arbitration.
 - 31.2.6** Until the grievance is determined work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place.

SIGNATORIES

**SIGNED FOR AND ON BEHALF OF
THE CITY OF HOLDFAST BAY:**

JUSTIN LYNCH
CHIEF EXECUTIVE OFFICER

DATE

WITNESS

NAME

DATE

**SIGNED BY THE SBU REPRESENTING THE PROFESSIONAL THERAPY EMPLOYEES WHO
ARE PARTY TO THIS ENTERPRISE AGREEMENT:**

NAME

POSITION

DATE

WITNESS

NAME of WITNESS

DATE



NAME

POSITION

DATE

WITNESS

NAME of WITNESS

DATE

SCHEDULE A – RATES of PAY

Classifications		Rate of Pay as at 31st March 2010	5.0% increase from first full pay period on or after 31st March 2011	4.25% increase from first full pay period on or after 31st March 2012	4.25% increase from first full pay period on or after 31st March 2013
Physiotherapists					
Occupational therapists					
Speech therapists					
Podiatrists					
Grade 1	Year 1	\$41285	\$43349	\$45192	\$447112
	Year 2	\$42987	\$45136	\$47055	\$49054
	Year 3	\$45129	\$47385	\$49399	\$51499
	Year 4	\$47824	\$50215	\$52349	\$54574
	Year 5	\$50532	\$53059	\$55314	\$57664
	Year 6	\$53549	\$56226	\$58616	\$61107
Grade 2	Year 1	\$56374	\$59193	\$61708	\$64331
	Year 2	\$57383	\$60252	\$62813	\$65482
	Year 3	\$58386	\$61305	\$63911	\$66627
Grade 3	Year 1	\$61377	\$64446	\$67185	\$70040
	Year 2	\$62374	\$65493	\$68276	\$71178
Grade 4	Year 1	\$63371	\$66540	\$69367	\$72316
	Year 2	\$64896	\$68141	\$71037	\$74056
Grade 5	Year 1	\$66378	\$69697	\$72659	\$75747
	Year 2	\$67400	\$70770	\$73778	\$76913
Grade 6	Year 1	\$68422	\$71843	\$74896	\$78080
Grade 7	Year 1	\$71366	\$74934	\$78119	\$81439
	Year 2	\$72384	\$76003	\$79233	\$82601
	Year 3	\$73404	\$77074	\$80350	\$83765

SCHEDULE B – CLASSIFICATION CRITERIA

Below is an expansion of interim definitions:

Grade 1

A base grade professional practitioner, initially under close supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision. The work involves any or all of the following:

- The normal professional work of an organisational unit is of a specialised professional field encompassed by the work of the unit under professional supervision.
- Difficult or novel or critical professional work under professional supervision.
- Research carried out under professional supervision and which may be expected to contribute to advances in technique used.
- General supervision over technical personnel.

As experience is gained the contribution and the level of professional judgement increases and professional supervision decreases, until a wide range of professional tasks are capable of being performed under general guidance. Persons must have sound theoretical knowledge professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution where applicable be eligible for registration with the relevant professional board.

Grade 2

A senior professional practitioner or supervising professional practitioner who performs professional work.

Operating either individually or as a professional team leader. Work involves all phases of the project and or intervention process including problem definition, assessment, planning, liaison, execution, analysis, interpretation and reporting on findings involving normal professional work. Leadership responsibilities may be evident for the completion of the scope and objectives of a project, the senior professional practitioner selects and adapts methods best suited to the project and accepts personal professional responsibility for completeness and adequacy. The results obtained will be documented, demonstrate the progressive attainment of greater knowledge and experience to achieve higher level outcomes under reducing professional direction or professional work where it is isolated from immediate supervision. Senior professional practitioners may participate as team members in research projects.

Grade 3

As a senior professional practitioner of a small unit (up to ten) contribute directly to the formulation of agency policies for the work area.

It requires an understanding of the wider policy and strategic context. Professional advice at this level generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach. The work has moderate corporate compact. Persons at this level are expected to have extensive experience in their professional field to perform a range of tasks or proven expertise in a specific area. The senior professional practitioner at this level is expected to apply significant professional judgement in their professional discipline in relation to novel, complex and critical work. The senior professional practitioner may direct professional and other staff engaged in clinical work within a functional unit. Direction may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area and may involve resolving professional problems. The senior professional practitioner may be involved in originating research projects.

Grade 4

As a deputy of a large department, chief of a small department (less than ten) or as a senior professional practitioner with proven expertise in a specific clinical area.

The work requires a high degree of independence in determination of overall strategies, priorities, work standards and the allocation of resources. Judgements made at this level form the basis of advice to senior levels within the agency and are often critical to the achievement of overall objectives of a corporate impact. Administrative direction is given in the agency's policies and objectives to ensure coordination with other major work units. The person is expected to apply significant professional knowledge and judgement in their profession directly relevant to the work area in relation to novel, complex or critical work. Persons at this level may be responsible for initiating, planning and conducting research. Persons of the level may lead and direct an organisational team of professionals and other staff requiring considerable coordination and are responsible for human, physical and financial control of that team.

Grade 5

As chief of a medium department (approx ten-fifteen) or a senior professional practitioner exercising significant clinical judgement.

Persons at this level may operate in accordance with broad objectives and are expected to apply significant professional judgement and knowledge in their profession directly relevant in their work area and in relation to more novel, complex or critical work. Persons at this level may lead, direct and coordinate a major function or work area in agency involving a considerable variety of activities on a functional basis. They have significant responsibility for the human, physical and financial resources under their control and the work may include project coordination of significant professional or clinical nature. Persons at this level may be responsible for initiating, planning and conducting research of considerable breadth which contributes significantly to the development of agency or corporate policy or are highly complex in terms of problem definition and methodology.

Grade 6

As chief of a large department (fifteen-twenty) or a senior professional practitioner exercising critical professional judgement.

Persons at this level may operate in accordance with broad objectives and are expected to apply unusually significant professional knowledge and judgement in relation to the most novel, complex or critical work. Persons at this level may be expected to have a depth of knowledge in their profession of significance to the organisation. There is a requirement for a high degree of originality and analytical and conceptual skills in the resolution of particularly complex clinical or policy issues. The work requires content adaption of existing principles to new and unusual problems. Persons at this level often have a national reputation.

Grade 7

As chief of a very large department the work involves executive management of several major work areas involving a very wide variety of activities associated with the development, coordination and implementation of state wide policies.

Only broad corporate objectives govern the portion within which total flexibility exists for developing policies, strategies and tactics to achieve objectives. Direction would be an exception and limited only to issues which have impact upon other external operational policy areas. Work at this level has higher corporate impact.

Incremental progression

Progression for all classifications for which there is more than one wage point, shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting(s) over such period.