

ADELAIDE FESTIVAL CENTRE PROFESSIONAL & ADMINISTRATION AGREEMENT - 2010 (P & A AGREEMENT)

File No. 5381 of 2010

This Agreement shall come into force on and from 14 December 2010 and have a life extending for a period of until 31 October 2012.

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

DATED 14 DECEMBER 2010.



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COMMISSION MEMBER



ADELAIDE FESTIVAL CENTRE PROFESSIONAL & ADMINISTRATION AGREEMENT 2010

Adelaide Festival Centre Trust (AFC)

and

Public Service Association of SA Inc (PSA)

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1. PREFACE

1.1. TITLE

This Enterprise Agreement shall be referred to as the Adelaide Festival Centre Professional & Administrative Agreement – 2010 (P&A Agreement).

1.2. LOCALITY

This Agreement shall apply to employees bound by this agreement who are working at any designated location.

1.3. PARTIES & PERSONS BOUND

This Agreement shall apply to:

1.3.1. The Public Service Association of SA (the PSA), its officers and members;

1.3.2. The Adelaide Festival Centre Trust (the “Trust”) in respect of its employees engaged in any of the classifications specified in this Agreement where the work is performed in or in connection with one of the Theatres or other venue managed by the Trust whether members of the PSA or not.

1.3.3. This Agreement shall not be binding on the PSA or the Trust where persons working within the Performing Arts Centre are engaged by another company. In the event that subcontractors are engaged by the Trust, the provisions of Clause 7.8 will apply.

1.3.4. Where the Entertainment & Broadcasting Industry - Live Theatre & Concert Award 1995 applies (including touring shows produced or co-produced by the Trust) this Agreement has no application. Trust employees will receive as a minimum the terms and conditions of this Agreement.

1.3.5. This Agreement shall be binding on the Trust, the Union and all persons employed to perform work covered by the classifications listed in Appendix C, excluding;

1.3.5.1. Management of the Trust,

1.3.5.2. Trainees employed by the Commissioner for Public Sector Employment under the National Training Wage Award,

1.3.5.3. Employees whose terms and conditions are subject to a fixed term contract that specifies a classification and wage review outside that detailed in Appendix C.

1.4. BETTER OFF OVERALL

1.4.1. The Parties to the Agreement acknowledge that an employee should be better off overall through the making of this Agreement when taken as a total package. The Trust gives the commitment to uphold this principle.

1.4.2. In the event that any provisions or conditions of employment in the Clerks SA Award are reduced or removed, employees to whom this agreement applies, shall not suffer any reduction in wages, entitlements, employment conditions or other benefits.

1.5. DATE & PERIOD OF OPERATION

This Agreement shall come into operation on and from the beginning of the first pay period to commence on or after the date of registration of this Agreement and shall remain in force until 31st October 2012. The parties will consider the renegotiation of the Agreement no later than 3 months prior to the termination date of the Agreement.

1.6. QUANTUM & TIMING

A 2.5% wage increase will apply from the beginning of the first pay period to commence on or after the 19th November 2009.

Effective the first pay period on or after 1st November 2010 a new classification structure will be implemented.

A 2.5% wage increase will apply from the beginning of the first pay period to commence on or after the 1st November 2011.

1.7. PREVIOUS AWARDS & AGREEMENTS

This Agreement shall be read and interpreted in conjunction with the Clerks South Australia Award 2001 ("the Award"). Where there is any inconsistency with this Agreement, the Award or any previous Adelaide Festival Centre enterprise agreement, this Agreement will take precedence.

2. DEFINITIONS

In this Agreement, unless the contrary appears:

- 2.1.1. **“Act”** means the SA Fair Work Act 1994 as amended from time to time.
- 2.1.2. **“AFC”** shall mean the Adelaide Festival Centre Trust.
- 2.1.3. **“Agreement”** means this Enterprise Agreement unless otherwise indicated.
- 2.1.4. **“Base Rate”** shall mean the employee’s ordinary rate of pay exclusive of overtime, loadings, allowances or other penalties. The base rate will be used in the calculation of all loadings and penalties.
- 2.1.5. **“Casual Employment”** shall mean an employee engaged for;
 - 2.1.5.1. a period not exceeding 4 weeks or,
 - 2.1.5.2. hours that are not regular, or
 - 2.1.5.3. hours not exceeding 15 hours per week
- 2.1.6. **“Chief Executive Officer & Artistic Director” and “CEO”** shall mean the executive delegated the employing authority from the Chief Executive of the Department of the Premier and Cabinet.
- 2.1.7. **“Continuous Employment”** shall in this agreement refer only to casual employment and shall mean a period of service that is not broken by a period between work engagements of longer than 3 months unless by specific leave of absence approved by the AFC.
- 2.1.8. **“Employee”** means an employee bound by this Agreement.
- 2.1.9. **“Extended Family”** shall mean parents in law and grandparents, grandparents in law, brothers and sisters in law, and nieces and nephews, of the employee or their spouse.
- 2.1.10. **“Fixed Term Contract”** shall mean a contract of engagement for a specified term not exceeding five (5) years.
- 2.1.11. **“FOH”** shall mean Front of House and have the customary ordinary theatrical meaning.
- 2.1.12. **“Immediate Family”** shall mean the spouse, any children whom the employee has legal guardianship, parents and siblings of the employee.
- 2.1.13. **“Other Significant Relationships”** shall mean those relationships of significant emotional importance to an employee such as family members beyond the extended family definition, close friends, or persons of significant influence in the employee’s life.
- 2.1.14. **“Ordinary Rate of Pay”** shall mean base rate.
- 2.1.15. **“Ordinary Working Day”** shall mean a day in which an employee is normally

rostered to work. For example a full time employee may work over 5 days being Monday to Friday, or an employee may work 5 days over a 7 day period being Monday to Sunday. “Ordinary Working Days” requirements are will be detailed within the Position Description of each position.

An ordinary working day commences at 0000 and concludes at 2400.

- 2.1.16. “**Overtime**” shall mean authorised work in excess of an employee’s normal hours of duty and where such time is in excess of:
- 7.5 hours in any one day
 - 37.5 hours in any one week
- 2.1.17. “**Parties**” shall mean the CEO of the Dept of the Premier & Cabinet, AFC and the MEAA.
- 2.1.18. “**Primary Carer**”: shall mean a person whom assumes the principal role of providing care to an immediate family member.
- 2.1.19. “**PSA**” Shall mean the Public Service Association of SA Inc
- 2.1.20. “**Public Holiday**” shall mean a day defined as a Public Holiday or a substitute Public Holiday by the Holidays Act 1910 (SA) and gazetted as such by the Government of South Australia.
- 2.1.21. “**Rostered Employee**” shall mean an employee whose engagement is regulated by a 7 day roster.
- 2.1.22. “**SSA**” shall mean a Salary Sacrifice Agreement.
- 2.1.23. “**Scheduled Day Off**” shall mean a day of the week where a rostered employee is not rostered to work.
- 2.1.24. “**Spouse**” shall include a de-facto and same sex relationship, however in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 2.1.25. “**Voluntary Flexible Working Arrangement**” shall mean a documented working arrangement made available by the CEO to an employee (s).
- 2.1.26. “**We**”, “**Us**”, “**Our**”, “**Organisation**”, “**Employer**” are terms used interchangeably and means the AFC.
- 2.1.27. “**You**”, “**Your**” or “**Employee**” are terms used interchangeably and means the employees employed by the employer. Further, the singular use of the above includes the plural and vice versa unless otherwise indicated.

3. EMPLOYMENT CONDITIONS

3.1. EMPLOYMENT CATEGORIES

- 3.1.1. Employment at the AFC may be offered as a permanent position, a fixed-term contract or as a casual opportunity. Permanent and contract positions may be full-time or part-time, while casual opportunities are offered according to the needs of the business.
- 3.1.2. All permanent and fixed term contract employees will have a current contract of employment, and all casual staff will have a statement of agreed conditions for casual employment, signed by both the employer and the casual employee.
- 3.1.3. All contracts of employment will be accompanied by a current position description, signed by the manager and the incumbent, including a current position classification.

3.2. TERMS OF ENGAGEMENT

3.2.1. Permanent and Fixed Term Contract

- 3.2.1.1 Permanent and fixed term contract employees (whether full time or part time) shall be engaged by the fortnight
- 3.2.1.2 The appropriate per hour rate for employees engaged by the fortnight shall be calculated for all purposes under this Agreement by dividing the total per weekly rate for that classification by 37.5.
- 3.2.1.3 Part-time employees will be paid on a pro rata basis only in proportion to the hours regularly worked each week compared to the ordinary hours of work provided for in this Agreement
- 3.2.1.4 A part-time employee shall be entitled to overtime and penalty payments in accordance to the provisions applicable to full-time employees.
- 3.2.1.5 A part-time employee shall receive payment on a pro rata basis for annual and sick leave based on the entitlements of full-time employees engaged by the fortnight.

3.2.2. Probation

- 3.2.2.1. All employees engaged for a permanent or contract position will be subject to a probationary period when first employed.
- 3.2.2.2. The probation will be for six (6) calendar months unless otherwise stipulated.
- 3.2.2.3. During this probation, subject to conditions of this agreement, the employment of the employee may be terminated for unsatisfactory performance. In all instances the employee will be advised of the

performance problem and be provided with an opportunity to improve their performance.

- 3.2.2.4. The AFC may extend the probationary period by one (1) calendar month should the AFC require a further period to ascertain the suitability of the employee for the position. Such an extension shall be made before the conclusion of the original six (6) month probationary period. The extension of the probationary period is at the sole discretion of the AFC.

3.2.3. Casuals

- 3.2.3.1. Casual employees shall be engaged on an hourly basis, provided that on any shift they receive a minimum payment equivalent to 3 hours work. This engagement may include work across any department or job role for which the employee has appropriate skills.
- 3.2.3.2. A casual loading of 22.5% on the base hourly rate will be paid in lieu of annual leave and sick leave.
- 3.2.3.3. Casual employees shall receive at least twenty-four hours notice of a cancellation of rostered hours. Where such notice is not provided a casual employee shall be provided with alternative duties, or if not required at all, paid for that engagement.

3.3. CLASSIFICATION

3.3.1. Notification of Classification

Position Descriptions for each role will detail the classification level of the role. Employee shall be notified in writing of position to which they have been appointed.

For roles that are classified P&A 6 and above, the AFC will have discretion on the salary level within the range for these roles based on the skills, experience & qualifications of the incumbent.

3.3.2. Re-Classification

An employee may request a reclassification of their position by lodging a written application, including a current job description, and an outline of the reasons for the re-classification, with the employee's manager and a copy to the senior human resource management representative.

3.3.3. Classification Disputes

Any classification dispute shall be reviewed through the dispute resolution process.

3.3.4. Higher Duties

- 3.3.4.1 The AFC may direct that an employee temporarily perform duties other

than, or in addition to, the employee's normal job. Where the employee is required to perform duties that are of a higher classification the AFC will authorise an allowance to the employee in respect of those duties in accordance with the AFC's higher duties policy.

3.3.4.2 Casual employees will be paid higher duties for the period of the engagement worked at a higher classification, if the higher duties are performed for a period of less than one (1) shift, the employee will be paid the higher duty for the duration of the shift for which they have been rostered.

3.3.4.3 Penalty and overtime rates applicable during the period when higher duties are performed shall be calculated and paid on the higher base rate.

3.4. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS (VFWA)

3.4.1. The AFC acknowledge the mutual benefit of voluntary flexible working arrangements VFWA) to balance work and other (including family) commitments.

3.4.2. The AFC will promote and improve the awareness of VFWA's.

3.4.3. The CEO will consider an employee's request to participate in a VFWA having regard both for the operational needs of the business and the employees circumstances.

3.4.4. In such cases agreed VFWA may be entered into between the AFC and the employee in place of other provisions within this agreement. All such arrangements are to be evidenced in writing.

3.4.5. Examples of VFWA that may be entered into include but are not restricted to;

- Changing the span of working days in which the 37.5 hours is worked (either less or more working days).
- working for 4/5th of a salary and converting the remainder to additional paid leave entitlements.
- working from home
- job sharing
- negotiating start and finishing times

3.4.6. VFWA are not intended for short term rostering conflicts and are designed to improve flexibility on an ongoing basis.

3.4.7. This clause will apply for the period an employee is participating in a VFWA

3.4.7.1. Subject to this clause, the salary or wages payable to an employee, or applicable to the position, where the employee elects to participate in an approved VFWA, will be adjusted to take account of the VFWA.

- 3.4.7.2. Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Any overtime payments will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

3.5. UNIFORMS

- 3.5.1. Any special uniforms or clothing required to be worn by employees shall be in line with the AFC's Uniform Policy.
- 3.5.2. When deemed necessary by the AFC and in order to comply with Occupational Health & Safety requirements, the AFC shall provide, and employees will be required to wear, suitable protective clothing and equipment.
- 3.5.3. No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent or humiliating by the authorised representative of the union or in the absence of his/her approval, subject to appeal to the South Australian Industrial Relations Commission.

3.6. TERMINATION OF EMPLOYMENT

3.6.1. Termination of Employment by the AFC

- 3.6.1.1. In the event of termination of employment by the AFC of a permanent or contract employee the following notice of termination shall be given or payment in lieu made for the balance of the notice period not required to be worked.

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 3.6.1.2. If the employee is 45 years or older and has at least 2 years service, another 1 week is added to the above notice period.
- 3.6.1.3. An employee whose services are terminated whilst on tour shall have their fare from the place of termination of employment back to their place of engagement paid by the employer and the employer shall ensure that the employee is so returned as expeditiously as possible.

3.6.2. Termination of Employment by the Employee

- 3.6.2.1. Where a permanent or contract employee resigns they must give the following period of notice of termination or forfeit wages equivalent to the balance of the period not given.

Period of continuous service	Period of notice
------------------------------	------------------

Not more than 1 year
More than 1 year

At least 1 week
At least 2 weeks

3.6.2.2. The AFC and an employee may agree to dispense with these periods of notice & subsequent forfeit of wages.

3.6.3. Employer or Employee Period of Notice - Casual Employee

For the AFC to terminate the employment of a casual employee or the casual employee wanting to terminate their own employment, the party initiating the termination must give at least twenty four (24) hours notice to do so.

3.6.4. Summary Dismissal

The notice of termination provisions in this agreement shall not apply in the event of summary termination for misconduct that at common law is considered serious or wilful.

3.6.5. Return of Property

Upon termination of employment for any reason employees must return as soon as reasonably practicable all property belonging to the AFC.

3.7. REDUNDANCY

3.7.1. Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that are signatories to the 1996 Memorandum of Understanding (MOU) each hereby acknowledge their recommitment to that MOU to the following effect:

3.7.1.1. The operation of that MOU will be extended for the life of this Enterprise Agreement; but only in relation to the persons, entities and associations defined in clause 3.2 hereof;

3.7.1.2. There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and

3.7.1.3. The terms of the MOU do not form part of this Enterprise Agreement.

4. HOURS OF WORK

4.1. ORDINARY HOURS OF WORK

- 4.1.1. The ordinary hours of work for AFC employees are between 7 am and midnight, Monday to Sunday.
- 4.1.2. An employee's "ordinary working days & hours" will be detailed within the Position Description detailing the duties for which they are engaged to perform.
- 4.1.3. The ordinary hours of work are an average of 37.5 hours per week worked on one of the following basis;
 - 4.1.3.1. 37.5 hours with a work cycle not exceeding seven (7) consecutive days; or
 - 4.1.3.2. 75 hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - 4.1.3.3. 112.5 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - 4.1.3.4. 150 hours within a work cycle not exceeding twenty-eight (28) consecutive days.
- 4.1.4. An unpaid meal break of at least 30 minutes is to be taken at or before five hours of the commencement of work
- 4.1.5. Ordinary hours of work are not to exceed seven & a half (7.5) hours in any one day.

4.2. ROSTERS

Rostered employees shall be advised of their rostered hours by a roster which shall be on display and readily available to staff no less than seven (7) days in advance.

4.3. TEN HOUR BREAK

- 4.3.1. The work of employees shall be arranged so that there are at least ten consecutive hours off duty between the work of successive days.
- 4.3.2. An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day shall be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- 4.3.3. The employee shall be responsible for notifying their manager if;
 - 4.3.3.1. They are rostered for work in another department and / or there is the potential for not having a 10 hour break between shifts, and
 - 4.3.3.2. Where the 10 hour break requires them to commence late for their next day's work.
- 4.3.4. If an employee is authorised to resume work without having had ten consecutive

hours off duty, that employee shall be paid an additional 100% (double time) penalty of their base rate until released from duty for such period and shall then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for rostered working time occurring during such absences.

- 4.3.5. A required meal break shall not constitute a break in the work of the employee. Accordingly work done before and after the meal break shall be counted as being continuous.
- 4.3.6. The provisions of this subclause shall not apply under the following circumstances:
 - 4.3.6.1. in the case of employees working in the Mechanical Service Department on a two/three continuous roster for the purpose of changing weekly rosters; or
 - 4.3.6.2. where the work is by arrangement between the employees themselves with the prior approval of management.

4.4. MEAL BREAKS

- 4.4.1. No employee will be required to work more than five (5) hours without such a break, except where the employee is subject to the following arrangements:
 - 4.4.1.1. The employee is employed for no more than six (6) hours;
 - 4.4.1.2. There is a need, or the employee elects, to maintain continuity of active duty or service provision;
 - 4.4.1.3. The nature of the performance dictates that no meal break is reasonably possible;
 - 4.4.1.4. The employee has an arrangement approved by the CEO to accommodate the employee's personal circumstances or a request by the employee for a flexible working arrangement.
- 4.4.2. Subject to clause 4.4.1, if an employee is authorised / rostered to work more than five (5) hours without a meal break the employee will be paid an additional 50% penalty of their base rate from the start of the 6th hour until the employee receives a meal break or until the completion of the employee's ordinary hours of work for that day or shift.

It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours work.

- 4.4.3. There will be a minimum of 3 clear hours between the completion of the first break & the commencement of the second meal breaks
- 4.4.4. Where an employee is rostered for two meal breaks in a shift, one of these breaks shall be 60 minutes duration, the other a minimum of 30 minutes. Where an employee is rostered for a meal break and unforeseen circumstances allow less that the rostered time to be taken, the employee will be paid for that

rostered period in addition to the payment for the time actually worked. Any allowances or penalties applying before the rostered break shall also apply to the additional payment.

- 4.4.5. An employee required to work overtime without notification will be entitled to a payment as defined by the Commissioner for Public Sector Employment per meal for the second and subsequent meal. If there are no facilities from which a meal may be purchased within reasonable proximity to the AFC, a meal will be provided.
- 4.4.6. Where the Green Room is closed during ordinary working hours, the AFC will arrange others to provide a choice of food for purchase on site. Where arrangements have been made to provide catering between performances/rehearsals for the performers the show crew will be included in those arrangements.

An example of reasonable grounds for not taking a meal break under this clause may include:

- A performance exceeding 5 continuous hours. A Performance is defined as having an audience or a final dress rehearsal. The remaining work requirements being able to be completed within the 6th hour.

4.5. OVERTIME

4.5.1. Requirement for Overtime

- 4.5.1.1 Employees may be required to work a reasonable amount of overtime, if so requested by the AFC, giving consideration to exceptional business and/or personal circumstances. For the purposes of this Clause overtime must be authorised by the employer or their duly appointed representative prior to working the overtime. Unauthorised overtime will not be paid.
- 4.5.1.2 An employee whose position is classified as P&A 5/5 or below is entitled to payment of authorised overtime hours worked, or, if the parties agree, to time off in lieu of payment.
- 4.5.1.3 Employees whose position is classified as P&A 6/1 or above have had the requirement for a reasonable amount of overtime taken into consideration in the determination of their salary level. Details of the level of reasonable overtime will be detailed within the Position Description for these roles. Authorised excessive additional hours may be compensated through time off in lieu of payment in line with the AFC Overtime Policy.
- 4.5.1.4 Where there is a dispute in relation to overtime it shall be dealt with in accordance with the AFC Grievance Procedures.

4.5.2. Time Off in Lieu of Overtime

Where an employee takes time-off-in-lieu-of-overtime the following

arrangements will apply in line with the AFC Overtime Policy:

- 4.5.2.1.1. all time-off-in-lieu must have the prior approval of the department manager;
- 4.5.2.1.2. all time-off-in-lieu must be taken within 3 months of the time being accrued, unless specially agreed between the employee and the department manager;
- 4.5.2.1.3. unless otherwise authorised the minimum period for taking time off in lieu is 2 hours.

4.5.3. Overtime Penalties

- 4.5.3.1 All employees working authorised overtime shall be paid an additional 50% penalty (time & a half) of their base rate for the first two (2) hours and 100% (double time) thereafter.
- 4.5.3.2 Rostered employee called upon to work between midnight and 7 a.m. shall be paid an additional 100% (double time) penalty of their base rate.
- 4.5.3.3 Overtime shall be calculated to the nearest quarter hour and thereafter in quarter hour units;
- 4.5.3.4 In calculating overtime eligibility each day shall stand alone;

4.5.4. Reimbursement of Reasonable Child Care Costs

- 4.5.4.1 Where a permanent or contract employee is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the AFC will reimburse the reasonable child care costs incurred by the employee arising from performing such work, provided that:
 - 4.5.4.1.1. The prior period of 24 hours is to be calculated from the time at which the work is to begin.
 - 4.5.4.1.2. The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
 - 4.5.4.1.3. The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
 - 4.5.4.1.4. Reimbursement will be made for reasonable child care costs after all other sources of reimbursement (inc Child Care Benefit Claim) have been exhausted.
 - 4.5.4.1.5. Where the child care costs are incurred for child care

not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Sector Employment.

4.5.4.1.6. The employee will provide the AFC with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

4.5.4.2 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

4.5.5. Reimbursement of Reasonable Travel Costs

4.5.5.1 Where an employee is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause provided that:

4.5.5.1.1. The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.

4.5.5.1.2. The employee ordinarily uses public transport.

4.5.5.1.3. Travel is by the most direct or appropriate route.

4.5.5.1.4. Reimbursement of reasonable taxi costs, or mileage and car parking costs are at a rate determined from time to time by the Commissioner for Public Sector Employment.

4.5.5.2 The employee will provide the AFC with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

4.5.6. Call-Back

4.5.6.1 A minimum of 3 hours work at the applicable rate shall be paid to an employee recalled to work overtime after leaving the place of employment provided that:

4.5.6.1.1.1. this provision applies irrespective of whether the employee was notified before or after leaving the

premises;

4.5.6.1.1.2. an employee called back to work will not be required to work the full 3 hours of overtime where the work requiring the call back is completed within a shorter period - except where additional unforeseen circumstances arise;

4.5.6.1.1.3. an employee recalled to work within 3 hours of starting work on a previous recall, shall not be entitled to any additional payment for time worked within a period of 3 hours from the time of the commencement of the original recall;

4.5.6.2 Call back rates shall not apply where it is customary for an employee to return to the place of employment outside ordinary hours to perform specific work or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. In these events the normally applicable overtime provisions contained in this agreement shall apply.

4.6. SUNDAYS

4.6.1. Requirement to Work on a Sunday

4.6.1.1. An employee required to perform work between 00.01 and 24.00 (midnight) Sunday shall be paid an additional 100% penalty (double time) of their base rate for all time worked with a minimum payment of 4 hours.

4.6.1.2. In lieu of payment, an employee may be granted time off at a rate of:

4.6.1.2.1. When a full 7.5 hours is worked by the employee, 2 full days off in lieu will be granted.

4.6.1.2.2. When less than 7.5 hours is worked, the days off in lieu will be prorata of 2 days off.

4.7. PUBLIC HOLIDAYS

4.7.1. Entitlement to Public Holidays

4.7.1.1 Full time and part time employees shall be entitled to a full or pro rata day at ordinary rate of pay as a result of a gazetted South Australian Public Holiday fall on the employee's ordinary working day. On the other hand, an employee whose hours do not include the day of the week on which there is a Public Holiday is not entitled to be paid.

4.7.2. Requirement to Work on a Public Holiday

4.7.2.1.1. For the purpose of this clause ordinary working day means a day on which the employee is normally rostered to work.

- 4.7.2.1.2. An employee (other than a casual employee) may be required to work on Public Holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) Public Holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.
- 4.7.2.1.3. An employee (other than a casual employee) required to work on a Public Holiday, will be paid an additional 150% Public Holiday penalty (double time & a half) of their base rate for all time worked with a minimum payment of 4 hours.
- 4.7.2.1.4. A casual employee required to work on a Public Holiday, will be paid an addition Public Holiday penalty of 100% (double time) of their base rate for all time worked with a minimum payment of 4 hours.
- 4.7.2.1.5. If the work on a Public Holiday occurs as a continuation of a normal work from the previous day, penalty time applies from the beginning of the Public Holiday, but there is no requirement for a minimum 4 hour payment.

4.7.3. Public Holiday falls on a Scheduled Day Off

- 4.7.3.1.1. Where an employee is required to work on active duty for all of the 7 days of the week including Saturdays & Sundays and a Public Holiday on a day which is their scheduled day off that employee will be paid an additional day's pay.
- 4.7.3.1.2. An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the Public Holiday falls.
- 4.7.3.1.3. If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative scheduled day off, on the working day immediately preceding or immediately following the Public Holiday , or as soon as practicable thereafter.

5. PAYMENT OF WAGES & ALLOWANCES

5.1. WAGES

5.1.1. Fortnightly Pay

- 5.1.1.1. Wages for employees shall be paid fortnightly in arrears.
- 5.1.1.2. Payment of wages shall be made on Thursday. If circumstances arise such that it is not practicable for the employer to comply with its obligations on account of causes for which it cannot reasonably be held to be responsible, payments shall be made as soon as reasonably practicable; or if by mutual agreement recorded in writing between the employer and relevant union.
- 5.1.1.3. Wages shall be paid by direct credit into a bank, building society or credit union account nominated by the employee. Employees shall be required to provide and maintain accurate banking details.
- 5.1.1.4. Any employee short paid in any pay period, shall receive the amount short paid on the following pay day or as soon thereafter as possible, and any employee overpaid in the pay period shall be required to repay the amount as soon thereafter as reasonably practicable in accordance with an agreed schedule of repayment.
- 5.1.1.5. Employees shall be provided with a payslip (or similar) each fortnight in accordance with the Act. Employees may request details of their payroll records maintained in accordance with the Act by the AFC upon giving reasonable notice.

5.1.2. Remuneration Packaging

- 5.1.2.1. This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- 5.1.2.2. Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 5.1.2.3. All entitlements shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 5.1.2.4. Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued Annual or long service leave entitlements (instead of transferring leave credits to

another public sector employer, in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

- 5.1.2.5. Any additional costs associated with providing this non salary benefit including FBT and administration charges is to be borne by the employee.
- 5.1.2.6. All SSA's must be administered by the SA Government approved SSA providers.

5.1.3. Payment of Wages on Termination

An employee's final pay shall be paid into their financial institution within 24 hours of the date of termination or as soon as reasonably practicable thereafter.

5.1.4. Rounding of Rates & Hours Worked

- 5.1.4.1. For the purposes of calculating the hourly rates, allowances, penalties and loadings, all figures will be rounded to two (2) decimal places.
- 5.1.4.2. Employees required to record all times of hours worked and breaks taken are to document such times to the minute. For the purposes of calculating wages, the actual times recorded on timesheets will be rounded to the next 6 minutes.

5.2. FIRST AID ALLOWANCE

5.2.1. Qualifications

Employees required and rostered by the AFC to hold a First Aid certificate in order to perform their duties will receive training and an allowance.

5.2.2. Training

- 5.2.2.1. The AFC will (in consultation with respective employee managers) coordinate and pay for annual Refresher First Aid Training for employees who are required to hold a current certificate.
- 5.2.2.2. Employees who are rostered to attend the arranged courses and fail to do so, must ensure their qualifications are current. Payment of course and wages to attend training not coordinated by the AFC is the employee's responsibility.
- 5.2.2.3. If an employee chooses to hold a certificate they may attend any onsite training free of charge however they will not be paid wages to participate in such training and shall not receive payment of an allowance for holding such a certificate.

5.2.3. Payment of Allowances

A weekly allowance will be paid as defined by the SA Public Sector Salaried Employees interim Award.

5.2.4. Provision of First Aid Kits

First Aid Kits shall be provided and located in accessible locations throughout the AFC premises.

5.3. MEAL ALLOWANCE

An employee required to work more than 2 continuous hours overtime on any one day without at least 12 hours notice shall either be supplied with a meal by the employer or paid a meal allowance for the second or subsequent meal. The meal allowance payable is as defined by the Commissioner for Public Sector Employment.

5.4. TRANSFERS, TRAVELLING AND WORKING AWAY FROM AFC PREMISES

The AFC will adopt in full the Commissioner for Public Sector Employment standard 3.2 for payment and reimbursement for all AFC employees required to work away from AFC worksites.

5.5. SUPERANNUATION

All existing employees may continue with their existing superannuation arrangements. However all employees employed after 1 May 2007 will be required to have contributions made to Super SA.

The Employer shall make contributions on behalf of each employee in accordance with legislative & Super SA requirements.

5.6. ON-CALL / RECALL ALLOWANCE

Employees who are rostered to be on-call will be paid an on-call allowance as follow;

5.6.1. Monday to Friday nights shall be paid at a rate of \$27.00 per night.

5.6.2. Saturday, Sunday and Public Holidays shall be paid at a rate of \$47.20 per 24 hour period.

5.6.1 On-Call Conditions

5.6.1.1 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. If a need arises for an employee to be on-call more frequently than this, it must only be where the employee concerned genuinely agrees to it.

5.6.1.2 The period of on-call shall be from the period an employee finishes work until they commence work the following morning. Where an employee is rostered to be on-call on a Saturday, Sunday or Public

Holiday, there period of oncall shall be for 24 hours from 09.00.

5.6.2.3 Employees who are on-call must be contactable at all times and whilst are not restricted to their residence, must remain within 1 hours travelling distance from the AFC.

5.6.2.4 Employees who are on-call will be provided with necessary log in access to allow remote access to the AFC networks.

5.6.2 Recall to Work

Employees who are rostered to be on-call and are required to attend any of the AFC worksites for the purposes of responding to an on-call incident will be either paid a minimum 3 hour call at overtime rates or receive time off in lieu of payment.

For the purposes of calculating the payment of overtime, clause 4.5 will apply.

6. LEAVE

6.1. ANNUAL LEAVE

6.1.1 Entitlement

- 6.1.1.1 Full time employees shall be entitled to 20 working days annual leave for each year of continuous service. Part time employees shall be paid at a pro rata proportion of the 20 days.
- 6.1.1.2 Annual Leave is to be taken within 12 months of accruing the entitlement unless a one year postponement has been specifically negotiated with the Departmental Manager due to the exigencies of the work on which the employee is engaged or other special circumstances. Consideration will be given to the special circumstances of employees in the scheduling of leave.
- 6.1.1.3 The AFC may direct employees to take excessive leave on reasonable notice in line with the AFC Leave Management Policy.
- 6.1.1.4 Employees (other than casual employees) who are rostered to work on a Sunday or Public Holiday as part of their ordinary hours of work will accrue additional leave at the rate of two & a half (2.5) hours for each day worked. Provided that the maximum leave that they can accrue under this provision is 37.5 hours or 5 working days for each year of service

6.1.2 Procedures Relating to Taking Leave

- 6.1.2.1 Subject to the work requirements of the AFC, employees shall be allowed to take their entitlements at a suitable time to them.
- 6.1.2.2 The AFC may at its discretion allow an employee to take all or part of their leave before the entitlement has accrued. In such cases leave taken shall be deducted from any leave subsequently accrued to the employee.

6.1.3 Annual Leave Exclusion of Public Holidays

Where any Public Holiday occurs during the period of the employee's annual leave, the leave shall increase by one day for each holiday occurring within the leave period.

6.1.4 Illness or Injury on Annual Leave

- 6.1.4.1 Where an employee suffers any illness or injury during the period of the employee's annual leave and the illness or injury is such, that the employee is hospitalised or produces a certificate from a medical practitioner which states the illness or injury is of an equally serious and incapacitating nature, then the employee may have the period of such

incapacity converted to sick leave and the period of annual leave re-credited, subject to other provisions of this agreement provided that:

- The employee notifies the employer as soon as practicable but in any case prior to the day on which such employee is due to return to duty; and
- The employee provides a medical certificate of the nature of the illness or injury and the period of incapacity; and
- The period of incapacity is not less than three continuous days; and
- The employee has sick leave credit available.

6.1.5 Proportionate Leave on Termination

On termination all accrued annual leave entitlements will be paid to an employee. Any leave given in advance may be deducted by the AFC from any payment.

6.2. SICK LEAVE

6.2.1. Rate of Accrual

- 6.2.1.1. Those employees entitled to sick leave shall be credited with 6 days on commencement of service and a further 6 days 6 months after the commencement of service. Part time employees shall be paid at a pro rata proportion of the 6 days.
- 6.2.1.2. Thereafter the employee shall be credited with 12 days sick leave entitlement at the commencement of each successive year of service. Part time employees shall be paid at a pro rata proportion of the 12 days.
- 6.2.1.3. All sick leave shall be fully cumulative.
- 6.2.1.4. No employee shall be entitled to any additional sick leave over that specified in this clause.

6.2.2. Incidence

- 6.2.2.1. In the case of illness the AFC may grant an employee leave of absence with pay to the extent of that employee's accrual subject to the following conditions;
 - The employee must make reasonable effort to notify the AFC of their absence on sick leave and the expected duration of the absence as soon as possible but no later than the rostered shift start time or not later than 24 hours after first being absent on account of illness. Outside normal working hours Stage Door may be notified.;

- if absent for more than 2 consecutive days or more the employee will be required to produce a medical certificate or other appropriate evidence to justify the period of absence.
- A consecutive Friday and Monday are considered two consecutive days,
- the AFC may notify an employee of a future requirement (for a period not exceeding six months) to produce a medical certificate for an absence of less than 2 days where in the AFC's reasonable opinion it is warranted by the circumstances.

6.3. FAMILY CARER'S LEAVE

- 6.3.1. An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employees care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (payment is pro-rata for part time employees) to provide care and support for such persons when they are ill.
- 6.3.2. This access is available if the following conditions are satisfied:
- 6.3.2.1. The employee must have responsibility for the primary care of the family member concerned; and
 - 6.3.2.2. The employee produces satisfactory evidence of requirement of care of the family member, if requested.
- 6.3.3. The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.
- 6.3.4. Carer's leave provisions shall apply to employees required to care for a spouse upon birth of a child.
- 6.3.5. Carer's leave provisions shall also apply where family members are cared for by another person or facility and through illness or unforeseeable circumstances, that other person or facility is unable to care for the family member. In these circumstances the employer may request reasonable evidence of the nature of the circumstances that prevent the normal care of the family member.

6.4. SPECIAL LEAVE WITH OR WITHOUT PAY

Special leave with or without pay may be granted by the AFC. In dealing with the application the AFC shall have regard to AFC Leave policy.

6.5. BEREAVEMENT LEAVE

- 6.5.1. Bereavement leave shall be granted in respect to one incidence of bereavement per occasion. If more than one (1) death arises from the one incident or reasonable proximity in time, only one payment for bereavement leave shall be made by the AFC.
- 6.5.2. Payment for bereavement leave shall be made on the employee's ordinary rate of pay and shall not include overtime or any other penalty or loading that might otherwise have been payable to the employee had they worked.
- 6.5.3. In the event of the death of a member of a full time employee's immediate family the employee shall be entitled to 1 week of paid leave, payment is pro-rata for part time employees.
- 6.5.4. In the event of the death of a member of a full time employee's extended family the employee shall be entitled to 3 days of paid leave, payment is pro-rata for part time employees.
- 6.5.5. In the event of the death of a person of other significant relationship to a full time or part time employee, that employee shall be entitled to reasonable paid leave on the day of the funeral for the purposes of attending the funeral.
- 6.5.6. Casual employees will be entitled to the same periods of unpaid leave.
- 6.5.7. Evidence of the need to take bereavement leave shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this Clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

6.6. LONG SERVICE LEAVE

All employees will be entitled to long service leave in accordance with the Public Sector Act its successor legislation.

6.7. JURY LEAVE

6.7.1 Leave for Employees required for Jury Service

- 6.7.1.1. In all cases, whether an employee desires exemption or not, an employee must notify the AFC immediately after a jury call-up notice is received.
- 6.7.1.2. If the employee is ineligible or desires exemption, they must write a letter addressed to the Sherriff requesting an exemption.
- 6.7.1.3. Employees (other than those who are ineligible or obtain an exemption) who attend jury service during ordinary working hours will be granted special leave with pay subject to the following conditions:
- 6.7.1.4. The Sheriff is notified prior to the commencement of service that payment (other than for travelling expenses) will not be sought.

- 6.7.1.5. Applications for special leave with pay must be accompanied by written evidence of the duration of attendance for jury service and certification that payment was not made;
- 6.7.1.6. As far as practical, an employee must return to work if attendance for jury service ceases before the end of normal working hours; and
- 6.7.1.7. The AFC will grant leave to employees for this reason for whatever period they are required for jury service.

6.7.2 Attendance at Court as a Witness

- 6.7.2.1 When an employee is required to attend court as a witness on behalf of the State they are regarded as being on duty, and it is not necessary to grant special leave with pay.
- 6.7.2.2 Employees subpoenaed as a witness may apply for special leave with pay. Employees should be aware that the party issuing a subpoena is expected to reimburse lost salary. If necessary an employee should request the court to make an order to that effect before giving evidence.

6.8. PARENTAL LEAVE

6.8.1 Paid Maternity & Adoptive Leave

- 6.8.1.1. Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth or adoption of the child is entitled to sixteen (16) weeks paid maternity or adoption leave.
- 6.8.1.2. An employee who, at the time of taking such paid maternity or adoption leave, has been employed for not less than five (5) years (including periods of approved unpaid leave), will be entitled to eighteen weeks (18) on or after 1st November 2010.
- 6.8.1.3. The following conditions apply to an employee applying for paid maternity leave or paid adoption leave;
 - An employee will be entitled to sixteen (16) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity / adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, or any other leave falling within the period of paid leave.
 - The total of paid and unpaid leave is not to exceed one hundred and four (104) calendar weeks in relation to the employees child.
 - For the purposes of this clause, "child" includes children of a

multiple birth / adoption.

- 6.8.1.4. Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average fortnightly number of hours worked during the immediately prior twelve (12) months (disregarding any periods of leave)
- 6.8.1.5. During periods of paid or unpaid maternity/adoption leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 6.8.1.6. In the unfortunate circumstance that pregnancy terminates other than by the birth of a living child and the employee has not commenced maternity leave, the employee will be provided with unpaid leave for the period deemed necessary by a registered medical practitioner.

If an employee has commenced maternity leave the entitlement to maternity leave will be upheld for the period deemed necessary by a registered medical practitioner.

In the above circumstances, employees may access sick, bereavement, annual or long service leave entitlements in lieu of or in addition to unpaid leave.

6.8.2 Return to Work on a Part Time Basis

- 6.8.2.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.
- 6.8.2.2 The following conditions apply to an employee applying to return on a part time basis:
 - The employee will provide such request at least twelve (12) weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the CEO such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
 - At least twelve (12) weeks prior to the relevant child's second birthday, the employee will advise the CEO whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis

7. MISCELLANEOUS

7.1. TRAINING

- 7.1.1. The Parties recognise the benefits that structured training can have on productivity and customer service and these are of benefit to the employee and to the AFC.
- 7.1.2. The AFC will during the life of the Agreement, work with the MEAA and employees to develop a career structure that provides opportunities for those employees who have obtained formal qualifications, where those skills required can be utilised by the AFC. The AFC will develop a performance and development recognition programme aimed at recognising the efforts of employees who achieve performance and training objectives determined jointly by employees and their managers.
- 7.1.3. In developing this career structure, the Parties recognise that the total employment numbers of the AFC will limit the opportunities available so every effort will be made to ensure that the training provided has national recognition to enable employees, if they so desire, to pursue career options external to the AFC.
- 7.1.4. During the life of the Agreement, the AFC will budget to provide training as required.

7.2. PSA REPRESENTATIVES

- 7.2.1. The PSA may accredit employees as union representatives. The union representatives will form part of the “House Committee” and shall be recognised by the AFC. Union Representatives and “House Committee” members will be allowed reasonable time during ordinary working hours to raise and address matters concerning any members, with the AFC and its representatives. Such matters shall be raised and addressed at the earliest time practical.
- 7.2.2. The employer will provide access to up to ten (10) days per annum, in aggregate across the organisation, union training leave to enable union officers and delegates to attend recognised, accredited programs designed to assist them to perform their union role.

7.3. FITNESS FOR WORK

- 7.3.1 Employees must present themselves ready, willing and able to perform their duties in a safe and effective manner
- 7.3.2 Employees must exercise reasonable care and diligence in the performance of their duties and comply with all reasonable instructions to protect their own health & safety and the health & safety of others.

- 7.3.3 Employees must not at any time whilst at work (or before commencing duty) consume or possess alcohol or any other substances which impairs or is likely to impair their ability to carry out their duties in a safe and effective manner.
- 7.3.4 If employees are found under the influence of un prescribed drugs or alcohol whilst at work it may constitute grounds for termination of their employment.
- 7.3.5 The AFC may require employees to attend a medical examination for the purposes of assessing an employee's fitness to perform the duties of their role in a safe and effective manner. Any such direction is pursuant to the AFC Fitness for Work & Management of Non-Work Related Injury & Illness Policy, which forms part of the terms of this Agreement.

7.4. GRIEVANCES

- 7.4.1. All employees have the right to natural justice to air any grievances they have either with issues relating to other employees or anything relating to their work without fear of retribution or discrimination in any form. At any time during an employee may have a support person of their choice present.
- 7.4.2. Employees should attempt to resolve any grievance where possible through their immediate supervisor (this is likely in many instances to be their Department Manager). Where this is not possible (for any reason) or where the issue is not satisfactorily resolved the employee can access through any of the following steps:

- | | | |
|---|---|----------|
| discuss with immediate supervisor | → | RESOLVED |
| ↓ | | |
| discuss with Departmental Manager | → | RESOLVED |
| ↓ | | |
| discuss in meeting with a Senior Human Resources representative | → | RESOLVED |
| ↓ | | |
| appeal to Chief Executive Officer | → | RESOLVED |

7.5. DISPUTES

- 7.5.1. In the event of a dispute the following procedure will be followed:
 - 7.5.1.1. The Union will advise the AFC in writing of any significant concern or complaint known to the Union in relation to the terms of this Agreement, conditions of employment or industrial matters in general;
 - 7.5.1.2. The Union will enter into negotiations with the AFC prior to the sanctioning of imposition of bans, limitations or any other industrial action by its members employed by the AFC;

- 7.5.1.3. In the event that any matters remain unresolved following the negotiations provided for above, the matter shall be referred to the Industrial Commission prior to the Union sanctioning any decision to embark on industrial disruption in any form.
 - 7.5.1.4. Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to the dispute.
 - 7.5.1.5. The AFC and the Union agree to ensure that the dispute settling procedures are followed with the objective being to ensure no loss of productivity or loss of service or loss of salary.
- 7.5.2. The procedure outlined in this clause is the formal process which is to occur. It is expected that issues will be addressed at an informal level between the parties prior to this process being used

7.6. CONSULTATION

- 7.6.1. The parties to this agreement include the management and staff of the AFC and the PSA, who have together consulted in the formation and finalisation of this agreement. The parties are committed to the ongoing implementation of matters specified within this agreement.
- 7.6.2. The parties commit to the following consultative principles:
 - 7.6.2.1. Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process which may effect any matter specified within this agreement.
 - 7.6.2.2. All parties will consult in good faith, not simply advise what will be done.
 - 7.6.2.3. It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 7.6.2.4. Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

7.7. CHANGE MANAGEMENT

All parties recognise the need to continue to change in order to be competitive and meet the challenges of industry and community conditions. While the provisions of this Agreement have been framed to address change in employment conditions, all Parties recognise that there is also a priority need to continue to revise work practices and structures in line with best practices in the marketplace.

7.8. SUB CONTRACTORS

The AFC shall not enter into any contract for the carrying on of any of the work covered by this Agreement unless the contract contains a Clause binding the contractor to pay at least the rates and conditions prescribed by the Award or Agreement applicable to the contractor. For the purposes of this clause, Award or Agreement means the industrial instrument binding on the contractors in either the SA or Federal jurisdiction. If no Award or Agreement exists the terms of this Agreement shall apply.

7.9. POSTING OF AWARD AND NOTICES

- 7.9.1. The employer shall cause a copy of this Agreement, Award and related or referenced documents will be posted in suitable conspicuous places and on the AFC's intranet.
- 7.9.2. Accredited Union representatives shall be permitted to put on the notice board or boards, Union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

7.10. NO EXTRA CLAIMS

- 7.10.1. During the life of this Agreement the parties undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with the State Wage Case Principles, or their successor.
- 7.10.2. The employees covered by this Agreement and the AFC acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.
- 7.10.3. The salaries provided for in this Agreement are inclusive of all previously awarded Safety Net Adjustments and all future increases arising out of National and State Wage Case decisions, including Safety Net Adjustments, living wage adjustments or general increases, however described.
- 7.10.4. Where safety net adjustments mean that rates in this Agreement are less than those stated in the underpinning awards, the minimum award rates will apply.

7.11. VARIATION TO AGREEMENT

- 7.11.1. The parties recognise the need for the AFC to remain competitive in order to retain its viability and hence ability to provide employment opportunities.
- 7.11.2. The parties agree that nothing in this Agreement shall preclude them entering into negotiation to vary this Agreement where a specific need is mutually agreed.

7.12. RESPONSIBILITIES WITH SHARED CASH FLOATS

An employee who handles cash on behalf of the AFC shall not be held responsible for cash shortages if they are instructed to allow another employee or another person is authorised or instructed by the AFC access to their cash during their shift.

7.13. CHANGING FACILITIES

An employee who is required to change their clothing during the course of the shift will be provided with suitable changing facilities and adequate storage for clothing whilst on duty

8. SIGNATORIES TO THE AGREEMENT

SIGNED FOR AND ON BEHALF of)
Adelaide Festival Centre Trust) Name: Douglas Gautier
) Position: CEO
) Address: C/- AFCT King William Street
) ADELAIDE SA

Dated: / /

in the presence of:

.....
Name.....
Address.....
.....

SIGNED BY THE PSA)
Name: Jan McMahon
) Position: General Secretary
) Address: 122 Pirie Street
) ADELAIDE SA

Dated: / /

in the presence of:

.....
Name.....
Address.....
.....

APPENDIX A

A. Enterprise Bargaining Committee

The AFC acknowledges the contribution & commitment of the Enterprise Bargaining Committee who developed the AFC P&A Agreement 2010. The members of the committee were:

- Anne Johnson
- Jim Rankin
- Jo Martin
- Kerry Hawkins
- Karen Bryant
- Karen Wilson
- Lora Vomiero
- Mary-Anne O'Leary
- Narelle Hardingham
- Paul Grooms
- Peter Horne
- Allan Wheeldon (PSA)
- Michael Thorpe (PSA)
- Representation from the Department of the Premier & Cabinet

B. Car parking fees

The AFC will provide all employees with a 35% discount (on the current casual early bird rate) for casual car parking (subject to availability), this ticket entitles the recipient to 20 hours parking with multiple entries and exits (subject to availability)

AFC staff who wish to purchase a permanent parking permit will be offered a 24/7 access permit for the same price as a Monday to Friday permit.

C. Code of Ethic

The Parties acknowledge and support the principals of the Code of Ethics for the South Australian Public Sector. All parties will work in adherence to this Code.

APPENDIX B PAY SCALES

Eff: Nov 2008

Eff 1st Nov 2009

Current Classification	Annual Salary	Hourly Base Rate	Casual rate with loading (20%)	Annual Salary	Hourly Base Rate	Casual rate with loading (20%)
CO1 -17 yrs	\$22,864.00	\$11.73	\$14.07	\$23,435.60	\$12.02	\$14.42
CO1 -18 yrs	\$26,172.00	\$13.42	\$16.11	\$26,826.30	\$13.76	\$16.51
CO1 -19 yrs	\$29,478.00	\$15.12	\$18.14	\$30,214.95	\$15.49	\$18.59
CO1 -20 yrs	\$32,785.00	\$16.81	\$20.18	\$33,604.63	\$17.23	\$20.68
CO1 - 1	\$35,425.00	\$18.17	\$21.80	\$36,310.63	\$18.62	\$22.35
CO1 - 2	\$36,359.00	\$18.65	\$22.37	\$37,267.98	\$19.11	\$22.93
CO1 - 3	\$37,306.00	\$19.13	\$22.96	\$38,238.65	\$19.61	\$23.53
CO1 - 4	\$38,264.00	\$19.62	\$23.55	\$39,220.60	\$20.11	\$24.14
CO1 - 5	\$39,199.00	\$20.10	\$24.12	\$40,178.98	\$20.60	\$24.73
CO1 - 6	\$40,142.00	\$20.59	\$24.70	\$41,145.55	\$21.10	\$25.32
CO2 - 1	\$41,515.00	\$21.29	\$25.55	\$42,552.88	\$21.82	\$26.19
CO2 - 2	\$42,401.00	\$21.74	\$26.09	\$43,461.03	\$22.29	\$26.75
CO2 - 3	\$43,591.00	\$22.35	\$26.83	\$44,680.78	\$22.91	\$27.50
CO3 - 1	\$44,424.00	\$22.78	\$27.34	\$45,534.60	\$23.35	\$28.02
CO3 - 2	\$45,613.00	\$23.39	\$28.07	\$46,753.33	\$23.98	\$28.77
CO3 - 3	\$46,784.00	\$23.99	\$28.79	\$47,953.60	\$24.59	\$29.51
CO4 - 1	\$47,601.00	\$24.41	\$29.29	\$48,791.03	\$25.02	\$30.03
CO4 - 2	\$48,795.00	\$25.02	\$30.03	\$50,014.88	\$25.65	\$30.78
CO4 - 3	\$50,023.00	\$25.65	\$30.78	\$51,273.58	\$26.29	\$31.55
CO4 - 4	\$51,265.00	\$26.29	\$31.55	\$52,546.63	\$26.95	\$32.34
CO5 - 1	\$51,739.00	\$26.53	\$31.84	\$53,032.48	\$27.20	\$32.64
CO5 - 2	\$53,021.00	\$27.19	\$32.63	\$54,346.53	\$27.87	\$33.44
CO5 - 3	\$54,309.00	\$27.85	\$33.42	\$55,666.73	\$28.55	\$34.26
CO5 - 4	\$55,604.00	\$28.51	\$34.22	\$56,994.10	\$29.23	\$35.07
CO5 - 5	\$56,893.00	\$29.18	\$35.01	\$58,315.33	\$29.91	\$35.89
CO6 - 1	\$57,793.00	\$29.64	\$35.56	\$59,237.83	\$30.38	\$36.45
CO6 - 2	\$58,896.00	\$30.20	\$36.24	\$60,368.40	\$30.96	\$37.15
CO6 - 3	\$60,018.00	\$30.78	\$36.93	\$61,518.45	\$31.55	\$37.86

Eff 1st November 2010

Eff 1st November 2011

PROPOSED NEW CLASS	Annual Salary	Hourly Base Rate	Casual (22.5%)	Annual Salary	Hourly Base Rate	Casual (22.5%)
P & A 1 – 17 yrs	\$24,021.49	\$12.32	\$15.09	\$24,622.03	\$12.63	\$15.47
P & A 1 – 18 yrs	\$27,496.96	\$14.10	\$17.27	\$28,184.38	\$14.45	\$17.71
P & A 1 – 19 yrs	\$30,970.32	\$15.88	\$19.46	\$31,744.58	\$16.28	\$19.94
P & A 1 – 20 yrs	\$34,444.74	\$17.66	\$21.64	\$35,305.86	\$18.11	\$22.18
P & A 1 -1	\$37,713.00	\$19.34	\$23.69	\$38,655.83	\$19.82	\$24.28
P & A 1 -2	\$38,707.60	\$19.85	\$24.32	\$39,675.29	\$20.35	\$24.92
P & A 1 -3	\$39,721.60	\$20.37	\$24.95	\$40,714.64	\$20.88	\$25.58
P & A 1 -4	\$40,735.60	\$20.89	\$25.59	\$41,753.99	\$21.41	\$26.23
P & A 1 -5	\$41,730.11	\$21.40	\$26.22	\$42,773.36	\$21.94	\$26.87
P & A 1 -6	\$42,744.11	\$21.92	\$26.85	\$43,812.71	\$22.47	\$27.52
P & A 2 -1	\$44,206.61	\$22.67	\$27.77	\$45,311.78	\$23.24	\$28.47
P & A 2 -2	\$45,142.62	\$23.15	\$28.36	\$46,271.19	\$23.73	\$29.07
P & A 2 -3	\$46,410.12	\$23.80	\$29.16	\$47,570.37	\$24.40	\$29.88
P & A 3 - 1	\$47,307.12	\$24.26	\$29.72	\$48,489.80	\$24.87	\$30.46
P & A 3 - 2	\$48,574.62	\$24.91	\$30.51	\$49,788.99	\$25.53	\$31.28
P & A 3 - 3	\$49,822.63	\$25.55	\$31.30	\$51,068.20	\$26.19	\$32.08
P & A 4 - 1	\$50,680.63	\$25.99	\$31.84	\$51,947.65	\$26.64	\$32.63
P & A 4 - 2	\$51,948.13	\$26.64	\$32.63	\$53,246.83	\$27.31	\$33.45
P & A 4 - 3	\$53,254.64	\$27.31	\$33.45	\$54,586.01	\$27.99	\$34.29
P & A 4 - 4	\$54,561.14	\$27.98	\$34.28	\$55,925.17	\$28.68	\$35.13
P & A 5 - 1	\$55,048.64	\$28.23	\$34.58	\$56,424.86	\$28.94	\$35.45
P & A 5 - 2	\$56,413.64	\$28.93	\$35.44	\$57,823.98	\$29.65	\$36.33
P & A 5 - 3	\$57,759.15	\$29.62	\$36.28	\$59,203.13	\$30.36	\$37.19
P & A 5 - 4	\$59,124.15	\$30.32	\$37.14	\$60,602.25	\$31.08	\$38.07
P & A 5 - 5	\$60,469.66	\$31.01	\$37.99	\$61,981.40	\$31.79	\$38.94

PROPOSED NEW CLASS	Annual Salary Range	Hourly Base Rate		Annual Salary	Hourly Base Rate	
P & A 6	\$60,500.00	\$31.03		\$62,012.50	\$31.80	
	\$65,999.00	\$33.85		\$67,648.98	\$34.69	
P & A 7	\$66,000.00	\$33.85		\$67,650.00	\$34.69	
	\$71,999.00	\$36.92		\$73,798.98	\$37.85	
P & A 8	\$72,000.00	\$36.92		\$73,800.00	\$37.85	
	\$77,999.00	\$40.00		\$79,948.98	\$41.00	

APPENDIX C CLASSIFICATION STRUCTURE

Definitions:

“Cullen Egan Dell Job Evaluation System”: A systematic method of measuring the relative size and requirements of a particular role. The evaluation takes into account the skills, knowledge and experience need to do perform the role together with the complexity of the tasks and framework in which the role operates and the accountability and responsibility levels of the role. The assessment does not take into consideration the experience or skills possessed by any incumbent of the role.

“Function”: relates to the broad functional areas of management eg finance/administration, information systems, human resources, marketing/sales. Each **Function** consists of integrated **Activities**

“Activities”: relates to the way in which a **Function** is broken down, for example the finance function consists of activities such as financial/management/cost accounting, taxation and credit.

“Tasks”: are specific pieces of work having a defined start & finish. Many tasks contribute to the delivery of a defined **Activity**.

EXAMPLE:

FUNCTION:	ACTIVITIES	TASKS
Finance & Administration	<ul style="list-style-type: none"> • Management Accounting • Cost Accounting • Credit Management • Payroll • Diary Management 	<ul style="list-style-type: none"> • Data entry • Bank reconciliation • Processing of journals • Arranging travel • Minute taking
Information Systems	<ul style="list-style-type: none"> • System Analysis • Application Programming • Telecommunications 	<ul style="list-style-type: none"> • Resetting passwords • Log faults
Marketing & Corporate Relations	<ul style="list-style-type: none"> • Market Research • Advertising • Publicity & Promotion 	<ul style="list-style-type: none"> • Direct mail out • Data entry
Creative Programs	<ul style="list-style-type: none"> • Major Festival • Programming 	<ul style="list-style-type: none"> • Contract administration

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 1	<p>Employees at this level initially operate under close supervision and direction using established routines, methods and procedures. Assistance is readily available if required.</p> <p>There is limited scope for exercising initiative and judgement. There is minimal accountability for tasks performed. Problems are solved by reference to documented procedures, methods and instructions.</p> <p>Supporting other team members will be a requirement of this role. A more experienced employee may be required to give assistance to less experienced employees in the same classification.</p> <p>Work requires basic knowledge of administrative practices and procedures, regulations or other requirements relating to general administration.</p> <p>Employees are involved in a range of tasks requiring the use of basic;</p> <ul style="list-style-type: none"> • written and numeric skills, • administrative skills, • written and verbal communication, • equipment skills, customer service. 	<ul style="list-style-type: none"> • Relaying internal information and initial greeting of visitors. • Filing, collating, photocopying, etc. • Handling or distributing mail including messenger service. • Recording, matching, data entry, checking and batching of accounts, invoices, orders, store requisitions, etc. • The ability to operate basic functions of Microsoft packages or similar. <ul style="list-style-type: none"> • Entry levels • Limited prior experience • Casual or short term relief

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 2	<p>In addition to P&A 1, employees at this level work under general direction undertake and are responsible for more detailed and complex duties and have gained acquired knowledge of the organisation's operations and services.</p> <p>Employees are able to confidently provide general advice and information on the organisation's products and services.</p> <p>The employee may be responsible for a minor activity or for the achievement of a defined group of administrative support tasks.</p> <p>Tasks require the application of acquired/learned skills, knowledge and techniques. The solution of problems and provision of information will require judgement through the use of precedents, guidelines, procedures, regulations and instructions.</p> <p>This level also includes employees who are primarily concerned with undertaking work within the Arts Administration Fellowship program designed to develop the necessary skills to undertake work assignments at higher levels within the particular discipline.</p> <p>Employees working at this level will have and demonstrate a sound understanding of the organisational policies, procedures, OH&S/Risk and customer service standards.</p>	<ul style="list-style-type: none"> • Competent use of a range of computer applications • Arrange basic travel bookings and itineraries. • Raising purchase orders • Departmental Assistant • Receptionist • Arts Fellow

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 3	<p>In addition to P&A 2, employees at this level are responsible for coordinating the delivery of one or more related activities within a department.</p> <p>Employees require only general guidance or direction and are required to exercise initiative, discretion and judgement in carrying out their assigned activities</p> <p>At this level positions exercise initiative to resolve day-to-day issues based on established practices or procedures.</p> <p>It is expected that employees at this level will have the ability to interpret objectives and priorities and establish appropriate work patterns to achieve desired outcomes. A degree of autonomy is required at this level and work is performed under general direction rather than closely supervised.</p>	<ul style="list-style-type: none"> • Accounting reconciliations eg: bank, supplier statements • Banking & financial data entry • Processing payroll • Paying & raising invoices • Debtor management • Resetting passwords • Providing advice and information on the AFCT's products and services • Responding to customer problems within own functional area utilising a degree of interpersonal skills, logging more complex problems. • Arranging complex travel bookings and itineraries; making appointments; screening telephone calls; responding to invitations; <ul style="list-style-type: none"> • Finance Officers • Service Desk • Departmental Coordinators

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
<p>P&A 4</p>	<p>In addition to P&A 3, employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <p>Employees require only limited guidance or direction and it is expected that at this level, employees would operate with autonomy and be able to coordinate and work with sensitive information. Employees are working under general direction rather than immediate supervision.</p> <p>Employees will exercise initiative, discretion and judgement at times and maybe responsible for the outcomes of several related or a major activity within a function.</p> <p>Positions requiring ability to resolve issues and meet customer needs without reference to a supervisor.</p> <p>Employees at this level may support the development and delivery of a major activity such as a major festival.</p> <p>Employees may contribute to, or participate in policy development and/or implementation.</p> <p>The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study.</p> <p>Work at this level requires a sound knowledge of department programs, policies, activities, structures and service functions. Specific or desired performance outcomes are identified and there may be a requirement to undertake a limited level of negotiations.</p>	<ul style="list-style-type: none"> • Coordinate, collate & distribute complex documents including governance & trust papers. • Advise on/provide information on one or more of the following: <ul style="list-style-type: none"> (i) employment conditions (ii) workers compensation procedures and regulations • Advanced skills in a range computer software packages • Build & configure personal computers, including the installation of software packages and connecting to AFCT networks <p>* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <ul style="list-style-type: none"> • Executive Assistants

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
<p>P&A 5</p>	<p>In addition to P&A 4, employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p> <p>Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</p> <p>Positions at this level require a more detailed understanding of venues, activities, events and departmental interactions and may be required to resolve non-routine queries.</p> <p>Work requires responsibility for decision making, the exercise of judgement and delegated authority.</p> <p>The position may involve negotiations with external clients with final responsibility residing with the department's manager. They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems and monitoring the quality of work produced.</p> <p>.</p>	<ul style="list-style-type: none"> • Application of knowledge of organisation's objectives, performance, and general industry conditions. • Configure and build servers, including the installation of software onto servers. • Prepare and process month and year end financial data • Complex accounting reconciliation eg: settlements, payroll & fixed assets • Financial analysis • Budgeting • Provision of reports for management in any or all of the following areas <ul style="list-style-type: none"> (i) account/financial (ii) staffing (iii) legislative requirements (iv) other company activities.

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 6	<p>In addition to P&A 5, employees at this level are responsible for the coordination of an activity within the AFC.</p> <p>Employees working at this level require a high level of discipline, knowledge and competence gained through experience, training or tertiary education.</p> <p>The scope of the position may have some influence on AFC operations, and require:</p> <ul style="list-style-type: none"> • a significant level of responsibility; • the exercise of judgement and troubleshooting within delegated authority; • ability to conceptualise solutions and how they will impact on the system or function • the provision of expert advice, consultation and assistance; • and policy advice relevant to the discipline involved under limited direction. 	<ul style="list-style-type: none"> • Sound knowledge of AFCT policy and procedures; • Undertake review activities to determine their effectiveness; • Provision of advice on policy matters and contributing to its development; • Developing, implementing and evaluating AFC programs and/or projects; • Providing a consultancy service to a range of clients. • Managing a major activity within a function • Highly developed computer programming & networking skills <ul style="list-style-type: none"> • Snr Payroll

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 7	<p>Positions at the P&A7 level are subject to limited direction from their department manager. Positions exercise autonomy in determining methodology and are responsible for outcomes of a number of related activities.</p> <p>These positions control and or coordinate activities, projects or programmes within the AFC in accordance with the corporate goals. The scope of the position may require a significant level of responsibility and decision making, the exercise of judgement and delegated authority; the provision of advice and assistance, contribute to the development and implementation of AFC policy.</p> <p>At this level, employees have detailed knowledge of the AFC's policies and procedures and contribute towards the development of the policies in their area of expertise.</p> <p>Positions may provide supervision and expertise to others within a specific discipline</p> <p>The position is distinguished from lower levels by the nature, scope and complexity of the function being greater than those positions i.e. the responsibility for receiving work, determining the priorities to ensure end results are achieved.</p> <p>This level of work is identified by particular work factors such as:</p> <ul style="list-style-type: none"> • the consequences of decisions; · • the level of communication skills required; · • the nature and importance of the judgements exercised; · • the complexity of the work. <p>The position is likely to be responsible for assisting with preparing a budget and monitoring expenditure against that budget</p>	<ul style="list-style-type: none"> • A technical expertise with a high level of discipline knowledge gained through tertiary education or demonstrated equivalent experience; • The ability to plan and implement departmental objectives within corporate goals; • The ability to be able to initiate and formulate departmental programs; • Able to implement, coordinate and deliver AFC programmes to achieve agreed objectives; • The ability to work under broad direction and provide input and advice to others who are both internal and external to the AFC • Undertake financial modelling • Administration of accounting systems • In-depth application or infrastructure technical knowledge required by the business <ul style="list-style-type: none"> • Marketing Executives • Programming Executives • Production Coordinators • Production Heads of Department

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS & TYPICAL JOBS
P&A 8	<p>P&A8 level positions operate under broad direction and are responsible for a major activity or program of critical importance to the AFC or a major component of the function. Positions have significant delegated authority and autonomy in determining methodology and responsibility for outcomes within broad policy guidelines.</p> <p>There is a demand for high levels of discipline expertise and experience combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives.</p> <p>Positions at this level may hold the most senior roles in a department under the departmental manager and are responsible for the delivery of a significant component of a department's business plan, impacting significantly upon AFCT objectives and goals.</p> <p>Position holders are considered to be an expert in their field and liaise regularly with clients, members of the public and other key stakeholders.</p> <p>These positions are required to plan and implement AFC objectives within the context of established corporate strategies. They require a comprehensive discipline knowledge; significant expertise and competence; the ability to formulate, implement, monitor and evaluate major activities with only broad direction.</p>	<ul style="list-style-type: none"> • Responsible for a multiple activities or a function within the AFCT; • Provide a specialist consulting & advice service to Managers across departments; • Manage staff and their development; • Evaluate the results of program activities against AFC objectives. • Enhance systems across AFCT • Evaluate business requirements and provide technical solutions appropriate to the AFCT • Prepare and submit financial statements and taxation returns • Interpreting and applying complex legislation <p>This level requires:</p> <ul style="list-style-type: none"> • a capacity for conceptual thinking; • the exercise of significant levels of independent judgement; • and the exercise of delegated authority as required.

APPENDIX D CLASSIFICATION TRANSITION 2009 - 2010

2009 Classification		2010 Classification
CO 1	→	P&A 1
CO 2	→	P&A 2
CO 3	→	P&A 3
CO 4	→	P&A 4
CO 5	→	P&A 5
CO 6	→	P&A 6
New	→	P&A 7
New	→	P&A 8