

CITY OF PLAYFORD ENTERPRISE AGREEMENT 2016

File No. 06949/2016B

This Agreement shall come into force on and from 16 January 2017 and have a life extending until 30 June 2019.

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



DATED 16/1/2017.

A handwritten signature in black ink, appearing to read "P. J. McMichael", written over a white rectangular box.

COMMISSION MEMBER



CITY OF

Hayward



ENTERPRISE AGREEMENT 2016

CLAUSE 1 TITLE

This Agreement shall be referred to as the "City of Playford Enterprise Agreement 2016".

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 PARTIES BOUND

This Agreement will be binding upon:

3.1 The City of Playford in respect of employees employed pursuant to the South Australian Municipal Salaried Officers Award, the Local Government Employees Award and the Local Government Cafes, Restaurants and Snack Bars Award (South Australia) Award excluding :

Any position that:

is a position employed on salary exceeding the highest level within the ASU Schedule.

The Employer will provide written advice to employees upon commencement of employment or promotion to a new position about whether or not the position falls within the coverage of the Enterprise Agreement.

3.2 Amalgamated ASU (SA) State Union.

3.3 Amalgamated AWU (SA) State Union

CLAUSE 4 DEFINITIONS

“**Agency staff**” shall mean staff who are employees of labour hire agencies.

“**Agreement**” shall mean this Agreement, being the City of Playford Enterprise Agreement 2016 and includes all Schedules attached to it, together with any certified variations or amendments.

“**Award**” shall mean the South Australian Municipal Salaried Officers Award and the Local Government Employees Award.

“**Consultation**” shall mean the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.

“**Contracting Out**” shall mean the awarding of a contract to an external body.

“**Council**” shall mean the City of Playford as an organisation in its entirety.

“**Employer**” shall mean the organisation and its managers acting on behalf of the Employer.

“**External service providers**” is defined as an individual or body engaged by the Employer to perform work on a piecework basis.

“**Manager**” and “**Manager-Once-Removed**” shall mean positions within the organisation that are held accountable for their own work, but also accountable for the output and performance of others.

Manager refers to the employee’s direct manager. Senior Manager refers to the Manager Once Removed i.e. their Manager’s Manager.

“**Internal service providers**” is defined as an employee of the Employer.

“**Permanent**” for the purposes of describing employment status shall mean an employee who is employed directly by the Employer (who is covered by the no forced redundancy provisions of this Agreement).

“**New Service**” means a service that is not currently delivered by the Employer as of the commencement of this agreement on the Insert Date, excluding those already contracted out.

“Parties” shall mean the Employer and the Unions.

“Salary” for the purpose of quantum increase shall mean the employee's current rates of pay. For the purpose of Voluntary Separation Packages, “salary” shall mean total income including superannuation payment, use of vehicle.

“Significantly Effects” is defined as, where an employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to lead to:

- Termination of employment
- Major changes to the composition, operation or size of the employer’s workforce or in the skills required
- The elimination or diminution of job opportunities, promotion opportunities or tenure
- The alternation of hours of work
- The need for retraining or transfer of employees to other work or locations and the restructuring of jobs. (Local Government Employee Award)

“Union” shall mean the Amalgamated ASU (SA) State Union and the Amalgamated AWU (SA) State Union.

Workplace Representative” shall mean an ASU member or members elected by the membership of the ASU and/or a AWU member or members elected by members of the AWU or members elected by members of, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 5 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from 1 July 2016 (notwithstanding the actual date of approval by the South Australian Industrial Relations Commission) and shall remain in force until 30 June 2019.

CLAUSE 6 RELATIONSHIP TO AWARD

6.1 This Agreement shall in respect to:

- those employees employed pursuant to the Local Government Employees Award be read in conjunction with the terms of the Local Government Employees Award and
- those employees employed pursuant to the South Australian Municipal Salaried Officers Award be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award and
- those employees employed pursuant to the Local Government Cafes, Restaurants and Snack Bars Award to be read in conjunction with the terms of the Local Government Cafes, Restaurants and Snack Bars Award and
- provided that where there is any inconsistency this Agreement shall prevail to the extent of the inconsistency.

6.2 The Employer shall not be prevented from entering into fixed term contracts as provided by this Agreement or Hours Agreements as provided for under the Award or any form of local agreement, given force by exchange of letters and pursuant to this Agreement. The terms and conditions of any such arrangement must not fall below the minimum conditions prescribed by this Agreement.

6.3 The Parties agree they will be bound by the terms and conditions in the current South Australian Municipal Salaried Officer’s Award, the Local Government Employees Award, Local Government, Cafes, Restaurants and Snack Bars Award and the Long Service Leave Act 1987 as amended or

replaced for the life of this Agreement. Provided, however, that any Award increases in allowances will be paid by the Employer.

6.4 This Agreement supersedes all previous agreements between the Parties.

CLAUSE 7 NO DISADVANTAGE

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration or benefits, as a whole, provided by the employer.

CLAUSE 8 OUR CULTURE OF CONTINUOUS IMPROVEMENT

- 8.1 To develop and promote the City of Playford as an Employer of Choice.
- 8.2 To encourage and develop a high level of skill, innovation and excellence among staff employed by the Employer through the provision of training and skills improvement programs.
- 8.3 To ensure strict adherence to relevant Awards, this Agreement, and all other statutory provisions.
- 8.4 To enhance careers and benefits for employees and to provide for improved wages and conditions for employees that is affordable to the Employer.
- 8.5 To develop an environment where all parties are involved in decision-making processes.
- 8.6 To strive to develop and deliver improved service to the City of Playford community.
- 8.7 To further develop and support a flexible workforce and management structure committed to the continued improvement and success of the City of Playford.
- 8.8 To develop and encourage an enterprise culture with a desire to embrace the changes which will lead to improved competitiveness and ultimately lead to a sustainable level of job security for employees
- 8.9 To recognise the integral role of the WRCC and its representatives in facilitating positive workplace change.
- 8.10 To develop and nurture an inclusive culture within the workplace whilst treating employees as individuals and ensuring that the principal of fairness is upheld to enable organisational and personal goals to be reached.

CLAUSE 9 WORK HEALTH & SAFETY MATTERS

- 9.1 The parties to this Agreement recognise the benefit to the Employer and to employees of having injury prevention strategies in place which minimise the human and financial cost of workplace injuries and illness.
- 9.2 The parties are committed to achieving, superior level performance in accordance with the WHS and Return to Work Legislation.

CLAUSE 10 WORKPLACE RELATIONS CONSULTATIVE COMMITTEE (WRCC)

- 10.1 The parties agree that the Workplace Relations Consultative Committee will operate as the consultative structure for, reviewing and monitoring enterprise agreements and resolving concerns and/or disputes arising from the operation of this Agreement.
- 10.2 Schedule 5 “City of Playford Workplace Relations Consultative Committee (WRCC) Charter” shall regulate the role and operation of the WRCC. The Charter shall be reviewed at least annually or as required.

CLAUSE 11 EMPLOYEE LIAISON FORUM (E.L.F.)

A subcommittee of WRCC titled the Employee Liaison Forum (E.L.F.) shall be established to facilitate the addressing of day to day issues at a local work site level.

- 11.1 E.L.F. shall consist of:
Those members of the WRCC principal consultative structure as agreed between the parties from time to time and any other agreed persons.
- 11.2 The role of the E.L.F shall be:
To hear and resolve local work site issues of a day to day nature which would otherwise not be referred to the WRCC principal consultative structure in the first instance;
- 11.3 To refer matters not able to be resolved within the E.L.F. to the WRCC principal consultative structure.

CLAUSE 12 WORKPLACE REPRESENTATIVES AND UNION TRAINING

12.1 Recognition by Employer of Workplace Representative Role

- 12.1.1 Upon written advice from the Union that one or more members have been appointed as Union Workplace Representatives, the Employer shall recognise such person or persons as being accredited by the Union for the following purposes:
- Discussion with other Union members of any matter pertaining to the work they perform or work related issues
 - Discussion with duly accredited full-time officers of the Union on matters referred to above.
- 12.1.2 For the purpose of carrying out the functions under sub-clause 12.1.1 above. Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of employment related matters with duly accredited officers of the Union and union members at the establishment at which they are Union Workplace Representatives and when so authorised by the Union , a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 12.1.3 To assist the Workplace Representative(s) to successfully fulfil the role, the Employer shall communicate matters affecting the worksite to them and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including:
- freedom of movement,

- access to telephones,
- access to e-mail providing that standard protocols and any standard the Employer policies are observed,
- printing resources
- interview rooms, and
- a secure place to keep union information.

12.2 Leave Entitlement for Union Committees

An employee who is a member of a Union Committee or Committees may be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

12.3. Union Training

Subject to the following conditions Workplace Representatives shall be entitled to ten (10) days per annum paid training leave conducted or approved by the Union, or a greater number of days by mutual agreement of the parties, provided that:

- Where practicable, not less than three (3) weeks' notice is given to the Employer of the date of the course.
- The Employer is able to make adequate staffing arrangements during the period of such leave.
- In cases where the annual allocation of leave has been exhausted and there is a substantial reason why a Workplace Representative should attend a particular trade union training course, the Union may apply to the Employer for special paid trade union training leave covering the officer's attendance.

12.4. Leave to count as service

Leave granted under this clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

CLAUSE 13 CONSULTATION

13.1 Good human resource management is based upon effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy that involves a systematic approach to communication.

13.2 To ensure good communication practices are maintained, the Employer will ensure honest and open disclosure, accessibility and participation at all levels of the organisation and prompt dissemination of all information.

13.3 Communication strategies will be reviewed and amended as necessary by the WRCC at least annually or as required.

CLAUSE 14 INTRODUCTION OF CHANGE

14.1 Management will consult at an early stage with employees who may be significantly effected by the introduction of change.

14.2 Management shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees and the Union. Without limiting the range of options for consideration the discussions may cover transferring to alternative (available) work and re-training. Agreed training shall be made available to assist in the redeployment of employees to a changed position.

CLAUSE 15 EMPLOYEE ASSISTANCE PROGRAMME

The Employer is committed to the continuation of the Employee Assistance Programme by providing both on and off site counselling services to employees as per the policy for the life of this Agreement.

CLAUSE 16 WORK AND LIFE BALANCE

16.1 The Employer is supportive of balancing family responsibilities and personal life with work demands and implementing flexible systems which minimise potential conflict between the two.

16.2 The parties recognise the needs of employees with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities. The parties can enter into negotiations to determine and implement any measures which may assist employees with balancing work and life. These may include but not be limited to; job sharing, flexible working hours, compressed hours, personal and carers leave, purchase leave and parental leave and voluntary reduction of full time employment to part time employment.

16.3 Mutually agreed flexible work arrangements will be formally documented and signed by both parties.

CLAUSE 17 FLEXIBLE WORKING ARRANGEMENTS

The parties recognise that the significant pressures for improvements in customer service, improved productivity and exposure to competition will require an innovative and flexible approach to working arrangements. To this end, the following sub-clauses set out in detail the arrangements and practices to be adopted in the workplace.

Unless otherwise stated, this clause covers all employees covered by the Enterprise Agreement.

17.1 Standard hours

Standard hours for each fortnight will be 76 hours for full time employees, Monday to Friday inclusive.

17.1.1 Employees employed pursuant to SA Municipal Officers Award ('SAMOA')
The span of working hours shall be 6.30am to 7pm without attracting penalty rates.

A standard day will be from 9am – 5:06pm or by mutual agreement between the employee and the employer, within the span of working hours.

17.1.2 Employees employed pursuant to the Local Government Employees Award ('LGEA')
The span of working hours shall be 5.30am - 6.30pm without attracting any penalty rates.

A standard day will be 7am – 3:57pm or by mutual agreement between the span of working hours. Worked as 8.45 hours per day over a 9 day fortnight, which will not inhibit the Employer's service provisions operating 5 starts out of 5.

Where there is an emergency situation Employees may be asked (without notice) to work their standard day outside the span of working hours. Acceptance of hours outside the ordinary span of working hours is by mutual agreement. Appropriate penalties will apply to any hours outside the ordinary span of working hours.

“**Emergency**” shall mean an event, actual or imminent, which endangers or threatens to endanger life, property or the environment and which requires a significant and coordinated response. (City of Playford Emergency Management Plan, *Natural Disasters Organisation*).

17.2 Compressed Working Week

17.2.1 A compressed work schedule allows an employee to work a traditional 76 hour work fortnight in less than the traditional number of workdays. Many compressed work schedule options may be negotiated. For example, where organisational requirements permit, a full-time employee scheduled for 38 hours per week could work nine 8.45-hour days per fortnight instead of ten 7.6-hour days.

17.2.2 Rostered Day Off (RDO) LGEA employees only:
A RDO is a day in a roster period that an employee doesn't have to work but is still paid because the employee has worked extra hours as part of their standard workday that add up over a set period of time e.g. work 8.45 hours per day per fortnight to accumulate 7.6 hours for an RDO in that fortnight.

An RDO is generally taken on a Monday or Friday or as otherwise agreed. Where an RDO falls on a Public Holiday the RDO will be moved to the following work day or another day by agreement with the employee's Manager, ensuring service delivery is maintained.

17.3 Flexi time (FLEXI)

17.3.1 Applies to employees employed pursuant to the SAMOA
A flexible work schedule allows employees to vary their arrival and/or departure times on occasions.

An employee may elect to work up to nine and a half (9.5) hours on any work day as FLEXI, without attracting overtime or any other penalty payment.

Employee levels must be adequate at all times to ensure effective communication and the proper discharge of day-to-day functions and responsibilities.

In any fortnight period the total number of hours worked as FLEXI should not exceed the total ordinary hours ie 76 hours for a full-time employee.

All current 'FLEXI' debts will be honoured.

17.4 Time Off In Lieu of Overtime (TOIL)

17.4.1 TOIL may accrue when employees work above their ordinary hours (76 hours per fortnight for a full time employee). TOIL can be accrued either by working a rostered day off or overtime.

17.4.2 Employees may be required and/or directed to work overtime and rostered days off and accrue TOIL. Employees can elect to work 3 rostered days off per annum to be taken at a mutually agreed alternate time.

17.4.3 The maximum amount of TOIL that can be accumulated is 38 hours, this includes TOIL accumulated by banking RDOs. Managers and employees may agree to go beyond the

38 hours only in certain circumstances and where pre-approved. Any TOIL greater than the permitted 38hrs will result in the employee being directed by the Manager to reduce and / or to take TOIL time off.

17.4.4 All accrued TOIL shall be taken at a mutually agreed time by the employee and their Manager.

17.4.5 Employees may go into debt of TOIL to a maximum of -8.45 hours. If TOIL debt occurs the employee and their Manager will agree on a plan to remove the debit.

17.4.6 Monitoring and management of TOIL accruals shall be the responsibility of the employee and their Manager.

17.4.7 All employees with an existing TOIL or Flexi debit greater than 8.45 hours, will have up to an additional 12 months from the date of certification of this Agreement to manage and reduce the debit to less than 8.45 hours.

17.4.8 In the event that the employment relationship is terminated, all outstanding TOIL will be paid to the employee at the ordinary rate. All negative TOIL will be retained from the employee's final pay at the ordinary rate.

17.4.9 In circumstances where an employee is directed by the Manager to work any time beyond their ordinary hours. The employee can refuse to work overtime where genuine needs exist outside the workplace. Any overtime that does not have 24 hours minimum notice will attract the appropriate penalty rate.

17.5 The following clauses apply to Full Time and Part Time employees.

17.5.1 Unless otherwise stated in this clause, an employee should work no more than 90 hours per fortnight.

17.5.2 Where it is mutually agreed that more than ninety (90) hours will be worked in a fortnight, all hours in excess of ninety (90) must be paid at double time. The employee's Manager must provide written approval for this to occur. The employee may elect to take TOIL at the ordinary rate.

17.6 AWU

To organise working and taking a rostered day off employees will communicate with their Manager and record the working or taking of a rostered day off in the fortnightly plan. The more notice given to plan for these events is better for both parties. In the event of unforeseen circumstances it is acknowledged that this is not always practicable.

17.7 Stand Down – applies to all employees covered by this Agreement

Where employees are stood down at management direction, such stand down will be on full pay.

CLAUSE 18 JOB SHARING/PART TIME EMPLOYMENT

18.1 All employees are eligible to apply to job share or to work on a part time basis. It is the employee's personal responsibility to ensure they are aware of any financial implications from doing so.

18.2 Management will consider all applications on their merits taking into account the local areas operational and financial requirements.

18.3 By mutual agreement, part time employees may increase their hours of work to a maximum of seventy-six (76) hours per fortnight without incurring overtime rates. Such increase in hours shall be at the direct request of the Manager who will determine the business needs in which to pay normal time or agree on TOIL.

18.4 An increase in part time employees working hours will not affect their leave accrual entitlements until such time as their new working arrangement becomes permanent or contracted or is to be worked for a significant amount of time (for periods of 3 months or greater).

18.6 The parties through the WRCC may investigate and report on innovative or successful workplace practices that have the effect of increasing the number of part time employees in positions other than lower classified positions.

CLAUSE 19 CLASSIFICATION INCREMENTS

19.1 Full time employees shall receive their classification increment following 12 months in an increment, excluding periods of unpaid leave. .

19.2 Part time employees shall receive their next increment having worked the required 1976 hours in their current increment.

CLAUSE 20 LEAVE PROVISIONS

20.1 ANNUAL LEAVE

- Full-time employees shall be entitled to 152 hours of leave per annum. Part-time employees will be entitled to leave on pro rata basis.
- The Employer will implement leave management plans to encourage employees to take their annual leave as soon as possible in the year following its accrual. Annual leave shall normally be taken under mutually agreed arrangements. The conditions relating to leave management will be in accordance with the Employer's Leave Policy and Guidelines (as amended or replaced).

20.2. ANNUAL LEAVE LOADING

All permanent and fixed-term contract employees, subject to this Agreement, shall be entitled to an annual leave loading payment equal to 17.5% of salary for the period of leave accrued.

20.3 LONG SERVICE LEAVE

20.3.1 In accordance with the South Australia Long Service Leave Act 1987, employees will be granted long service leave as soon as practicable (taking into consideration the business needs of the Employer) after they become entitled to this leave.

20.3.2 Long service leave shall normally be taken under mutually agreed arrangements, however, where a leave management plan is not in place by the employee, the manager may direct employees to take this leave and will give at least 60 days' notice of the date from which this leave is to be taken.

- The conditions relating to Long Service Leave will be in accordance with the City of Playford's Leave Policy and Guidelines (as amended or replaced) and the South Australia Long Service Leave Act 1987(as amended or replaced).

20.4 SPECIAL LEAVE WITH PAY

Leave with pay of up to fifteen (15) days over a two year period, may be granted by the Manager in the event of extreme misfortune to the employee and should be taken in accordance with the Leave Policy (as amended or replaced).

The following leave will be considered as paid and should be applied in accordance with the Leave Policy (as amended or replaced):

Description	Maximum periods which may be granted to an employee in a year.
Blood Donation	2 hours per visit (maximum of 4 visits per year)
Jury Service	as required by the Sheriff
Defence Leave	20 days per financial year as per the relevant Policy (as amended or replaced) as per the relevant Policy
Employee participation in Community Service Organisations	10 - 20 working days per 2 calendar years (as defined in the Leave Policy and Guidelines as amended or replaced)

20.5. PURCHASED LEAVE

- 20.5.1 Employees may choose to purchase additional leave through a reduction in salary. The employee's annual salary, reduced in proportion to the leave purchased, is spread evenly across the year on a fortnightly basis, leave accruals are not impacted by a purchased leave arrangement.
- 20.5.2 The period of purchased leave will not attract a leave-loading payment.
- 20.5.3 The employee and their Manager will draft a plan to ensure that the employee's workload is managed during the period of leave purchased.
- 20.5.4 The type of purchased leave arrangement allows employees up to an additional four (4) weeks leave within a twelve (12) month period, in return for a reduction in their annual salary. The salary is averaged over the year (52 weeks) to allow the employee to be paid during the extra weeks leave.

Weeks worked per Year	Number of weeks additional leave	Percentage deducted from salary
51/52	1	1.92%
50/52	2	3.85%
49/52	3	5.77%
48/52	4	7.69%

- 20.5.5 Participation in a purchase leave arrangement is for a period of one (1) year and is to be renegotiated with the employee's Manager annually, at the beginning of the financial year).
- 20.5.6 Where an employee, for reasons beyond his/her control, is unable to take the purchased leave within the agreed period, the employee will not forfeit the purchased leave but seek to have the leave deferred to be taken at a later stage. If the employee and their Manager agree that such purchased leave cannot be deferred, and there is no operational obstacle to the employee resuming duty (e.g. no replacement has been engaged), the purchased leave will be paid out at the same rate that it was deducted.
- 20.5.7 Employees are encouraged to obtain information about the effect upon, and options for, superannuation entitlements from the Australian Taxation Office and the City of Playford Leave and Absences Policy (as amended or replaced) before entering into this arrangement.

20.6 SPECIAL LEAVE WITHOUT PAY

Special leave without pay may only be granted where an employee makes a formal application and their Manager determines that the circumstances of any particular application warrant granting special leave without pay so long as such use is consistent with City of Playford Leave Policy and Guidelines (as amended or replaced).

Description	Maximum periods which may be granted to an employee.
Carer's Leave	Up to four (4) years leave
Cultural Leave	As required
Child Rearing Leave	Up to one (1) years leave
Professional Development Leave	Up to one (1) years leave
Special Leave without Pay	Up to three (3) months leave
Summons to attend Court	As required by Sherriff (as a witness)

20.7 PERSONAL LEAVE

Must only be used when an employee is unable to attend work due to personal illness or where there is a requirement to care for a member of the employee's immediate family or household due to illness or emergency situations. Special circumstances may arise that require the use of Personal Leave to meet personal and family needs. All leave taken must be in accordance with the Leave Policy (as amended or replaced).

Wherever possible medical specialist appointments should be scheduled outside normal working hours, however where the employee advises this is not possible personal leave will be approved by providing satisfactory evidence of attendance.

20.8 BEREAVEMENT LEAVE

Employees will be granted two (2) working days bereavement leave in each instance, following the death of an immediate family member, and in accordance with the Leave Policy (as amended or replaced) and in accordance with the Fair Work Act 1994.

20.9 DOMESTIC VIOLENCE LEAVE

The organisation is committed to supporting employees experiencing domestic violence to continue to participate in the workplace and maintain their employment. In addition the Employer seeks to create a supportive work environment where employees are comfortable in requesting assistance for domestic violence related concerns.

Domestic Violence occurs when a family member uses violent and/or abusive behaviour to control another family member or members.

Domestic Violence can include physical, verbal, emotional, economic or sexual abuse. For example: hitting, kicking, punching, choking, damaging property, yelling, insults, threats, bullying, withholding and controlling finances.

If an employee produces evidence such as a medical certificate, a document issued by the police service or court, notification from a financial institution, Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Service or Lawyer that confirms domestic violence has

occurred the employee may access up to fifteen (15) days per annum of paid Domestic Violence Leave for the purposes of the following:

- Counselling for self and/or family using the Employer's Employee Assistance Program or a similar service;
- Medical appointments;
- Court appearances;
- Emergency situations involving child care, school or education issues and relocation
- Seeking legal assistance

Domestic Violence Leave is non-cumulative. Leave will be applied on a pro-rata basis for part-time employees

In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer will consider any reasonable request from an employee experiencing family violence and manage each case on its own merit.

Managers will ensure all information concerning domestic violence will be handled with sensitivity and ensure all personal information concerning the employee's circumstances is kept on their personnel file and remains confidential.

CLAUSE 21 PAID PARENTAL LEAVE

21.1 PAID PRIMARY PARENTAL LEAVE

21.1.1 In addition to any Federal entitlements, any full-time, part-time, permanent and fixed-term contract employees, who produce documentation in accordance with the Parental Leave Policy, shall be granted this leave on full or pro-rata pay for part time staff for a period of twelve weeks so long as such application is consistent with the Award and the City of Playford's Parental Leave Policy and Guidelines (as amended or replaced).

21.1.2 The employee must have a total of one year continuous service with the City of Playford at the time of taking the leave.

21.2 PAID SECONDARY PARENTAL LEAVE

21.2.1 In addition to any Federal entitlements, any full-time, part-time, permanent and fixed-term contract employees, who produce documentation in accordance with the Parental Leave Policy, shall be granted this leave on full pay or pro-rata pay for part time staff for a period of two weeks so long as such application is consistent with the Award and the City of Playford's Parental Leave Policy and Guidelines (as amended or replaced).

21.2.2 The employee must have a total of one year continuous service with the City of Playford at the time of taking the leave.

21.3 PAID ADOPTION LEAVE

21.3.1 In addition to any Federal entitlements, all full-time and part-time permanent and fixed-term contract employees who submits evidence to the satisfaction of the Employer that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be granted adoption leave on full pay or pro-rata pay for part time staff for a continuous period of 12 weeks commencing from the date of placement of the child with the employee, so long as such application is consistent with the Award and the City of Playford's Parental Leave Policy and Guidelines (as amended or replaced).

21.3.2 The employee must have a total of one year continuous service with the City of Playford at the time of taking the leave.

21.2 CASUAL EMPLOYEES ACCESS TO UNPAID PARENTAL LEAVE

21.2.1 A casual employee shall be entitled to the provisions for unpaid parental leave prescribed within the Award subject to having been employed by the Employer on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months

CLAUSE 22 FIXED TERM CONTRACTS

22.1 Application of Fixed Term Contracts

The Employer may only offer fixed term contracts of employment under the following circumstances:

- For positions which are funded from an external body.
- For positions which are funded through special or additional projects..
- For positions which are engaged to provide backfill for employees on leave, including maternity leave, paternity leave, long service leave, Workers Compensation, Income Protection or short term projects.

The Employer may also offer fixed term contracts of employment for existing employees under the following circumstance:

- For positions identified as short term projects (no longer than 18 months) that will lead to business improvement and/or employee development. Acceptance is through mutual agreement and the employee is guaranteed to return to their substantive role at the conclusion of that contract

22.2 Fixed Term Contract Conditions

22.2.1 Fixed term employment contracts offered under this clause shall not contain provisions less favourable than this Agreement.

22.2.2 A fixed term contract offered by the Employer shall be for no more than 5 years.

22.2.3 An employee may terminate the contract by giving a minimum of two (2) weeks' notice.:

22.2.4 Where there is an intention not to renew a contract and for contracts with a duration of 2 years or greater the Employer shall give the incumbent at least 3 months' notice of its intention not to renew the contract and the grounds on which the decision was made. Payment in lieu of notice may be granted by the Manager where notice period cannot be provided.

22.2.5 Where there is an intention not to renew a contract and for contracts with a duration of less than 2 years, the Employer shall give the incumbent two (2) weeks' notice.

22.2.5 Where the Employer has resolved to continue with the same or substantially similar position for a further fixed term, or where additional funding from an external body is provided, then the incumbent shall be provided with the opportunity to renew or extend the contract subject to having performed their duties satisfactorily within their job description and the Employer's Performance Improvement and Misconduct Policy and Guidelines (as amended or replaced) process as outlined in the above policy at the time of signing the current contract.

- 22.2.6 Where the Employer decides to create a permanent position from a position that was previously a fixed term contract position, the incumbent shall have the same opportunity as permanent employees in applying for the position.
- 22.2.7 Prior to signing any fixed term contract the successful applicant will be afforded the opportunity to take advice from the Union or other parties of their choice about the terms of the proposed contract.
- 22.2.8 Where a permanent employee is successful in obtaining an internal position advertised as a fixed term contract, except where the internal position sits outside the scope of the enterprise agreement in accordance with Clause 3.1 Parties Bound, the employee shall not lose their permanent tenure. Where this occurs the employee shall be regarded as being appointed to the new position for the period for which the fixed term contract was offered. If the employee does not continue in the new position beyond the period for which it is offered, a position of the same classification as the substantive position will be offered.

For the purposes of this clause "substantive position" shall mean the position held by the employee immediately prior to the fixed term contract position and excludes any acting role.

The above provision shall not reduce an employee's entitlement under Clause 5.4.1 of the Local Government Employees Award.

CLAUSE 23 SERVICE DELIVERY

- 23.1 The Employer is committed during the life of this Agreement to maintaining efficient and effective operations that deliver quality and cost effective outcomes to the ratepayers of the city.
- 23.2 The Employer will continue to use a predominance of internal service providers where they continue to provide a high level of efficiency and cost effectiveness.
- 23.3 The Employer will invest in appropriate skill development, systems and equipment to ensure its workforce is competitive.
- 23.4 The Employer will determine the types and levels of services it will provide by undertaking research into the needs of the community and after having regard to its capacity to pay.
- 23.5 The use of contract labour is recognised as a legitimate way of managing the ongoing challenges of a growth Council in the delivery of services to an expanding community whilst also maintaining a committed and efficient workforce.
- 23.6 The Employer may determine from time to time to utilise external service providers where any of the following criteria is met;
- Specialised and/or highly technical tasks for which the Employer does not have the necessary equipment, resources or expertise.
 - Seasonal or short term work when employment of additional permanent employees cannot be justified (recognising that the relevant Awards and this Agreement allow for the use of fixed term, casual and Agency employees)
 - Large or labour intensive services where the Employer is unable to apply the required equipment or resources without adversely affecting existing services or operations.

- For the delivery of New Services where it would be more efficient and cost effective to do so, whilst maintaining legislated safety standards and comparable levels of service.

23.7 The Employer will only contract out other operations or services not identified in clause 23.6 above, with consultation and input from union representatives. This will be undertaken in a timely manner to ensure contracts will only be awarded when agreement has been reached by the parties involved. A subcommittee will be formed to discuss and make a recommendation on the contracting out of services to the WRCC. This will be comprised of the:

Relevant Manager of the work area,
Workplace Union Representative of the relevant union,
Human Resources Representative.

If a recommendation cannot be agreed then the matter will be referred to WRCC which shall deal with it in a timely manner. WRCC's role is to reach agreement on the proposal and ensure contracts are only undertaken following such agreement, based on the principles of trust, fairness and equity.

23.8

The Employer commits to no reduction in full time equivalent positions directly relating to contracting out of operations or services delivered by Council

CLAUSE 24 UNION NOTICE BOARD

The Employer shall provide a notice board for the purposes of posting employee union information and newsletters in a prominent and accessible place at each work site.

CLAUSE 25 PERSONNEL RECORDS

The Employer shall keep personnel files for each employee and allow all employees reasonable access to his/her file for perusal at a mutually agreed time during working hours. Conditions relating to personnel records will be in accordance with the Employer's Personnel Files Policy (as amended or replaced).

CLAUSE 26 MONITORING OF WORKFORCE EMPLOYMENT STATUS

27.1 All members of the WRCC shall be provided on a monthly basis or as otherwise determined by the WRCC with information regarding any changes or proposed changes to the number of employees employed by The Employer.

27.2 All members of the WRCC shall be provided on an annual basis a copy of the salary register produced as per the Local Government Act.

27.3 Unless otherwise specified by the WRCC all information provided under this clause shall be confidential except for aggregate information such as totals.

CLAUSE 27 EMPLOYEE PERFORMANCE MANAGEMENT

The City of Playford is committed to a transparent and structured performance management cycle to enable honest feedback and development for employees while building a more sustainable and multi skilled workforce.

The Performance Development and Management Policy (as amended or replaced) will be the mechanism through which employees and the Employer commit to these principles.

CLAUSE 28 GRIEVANCE & DISPUTE RESOLUTION PROCEDURE

- 28.1 The Parties acknowledge that effective communication plays a vital role in the prevention of grievances and industrial disputation.
- 28.2 The Parties are committed to attempting to resolve any issues or conflict using informal means in the first instance and therefore employees should where possible seek to resolve such matters themselves as described in Level One of the procedure, before the formal procedures prescribed within clause 28.6, procedure, of this clause are used.
- 28.3 Of critical importance is the need to maintain high quality customer service and to resolve matters as expediently as possible, therefore work will continue without stoppage, the imposition of bans, limitations or restrictions except in the case of genuine work health and safety issues as per the Work Health and Safety Act 2012, as amended or replaced.
- 28.4 To this end, every attempt will be made by the parties to resolve the dispute within five (5) working days from the date of notification of each level of the Grievance and Dispute Resolution Procedure.
- 28.5 This procedure is not appropriate for the settlement of EEO/Sexual Harassment or Bullying grievances. Issues of this nature are to be dealt with using the City of Playford Policies and Procedures relevant to these issues as amended or replaced.

28.6 PROCEDURE

This procedure has three levels. Time limits are set at each level to ensure speedy resolution of issues, and processes must be completed within these time limits unless the parties to the grievance or dispute agree otherwise.

Level One

Where an employee wishes to raise a grievance or dispute the employee shall, in the first instance, raise the matter informally and verbally with the person who has undertaken the action causing the grievance or dispute (the respondent). Where an employee may be uncomfortable addressing the issue directly with the respondent, the employee may seek assistance from their Manager to seek resolution.

The respondent shall attempt to resolve the matter and make a full verbal or written response to the complainant no later than five (5) working days from when the matter was first raised.

Level Two

If the matter remains unresolved, the complainant should approach their Manager about the grievance or dispute. Where the grievance is directed toward the Manager, the complainant shall seek guidance from their Manager-once-removed or Human Resources and refer to Level Three. At this level staff or union representation can be sought.

Resolution or referral shall occur within five (5) working days.

Parties to the grievance or dispute must be given access to all relevant information and documentation, excepting material that is exempt under Freedom of Information (FOI) legislation.

Level Three

If the matter is not resolved at Level 2 or if the matter has been referred to level 3 (as per steps in to Level Two), the complainant should approach their manager-once-removed or Human Resources about the grievance or dispute.

Resolution or referral shall occur within five (5) working days.

If there is a grievance or dispute with a decision from Management, the relevant level will be enacted.

The preceding procedure does not preclude the right of any of the parties to referring at any time, any matter to the South Australian Industrial Relations Commission or the Human Rights and Equal Opportunity Commission for conciliation, and if necessary arbitration.

CLAUSE 29 EQUAL EMPLOYMENT OPPORTUNITY

29.1 The Parties are committed to Equal Employment Opportunity (EEO) principles in establishing, and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunities Act.

29.2 This Agreement recognises all types of relationships (including same sex) and is not confined to the traditional wife/husband partnership.

CLAUSE 30 RECRUITMENT

30.1 It is the intention of the Employer to promote internal employees and provide opportunities for progression

30.2 The Employer requires recruitment and selection for all employees and volunteers to be carried out in accordance with relevant legislation and for appointments to be made on the basis of merit. All recruitment and selection processes must therefore be based on a proper assessment of merit and abilities in relation to the selection criteria of the vacant position. Appointments must not be made on the basis of nepotism or patronage. Vacant positions may be advertised simultaneously to internal and external applicants. Internal applicants will be given preference based on merit. The conditions relating to the Employer's Recruitment and Selection procedures will be in accordance with the Employer's Recruitment Policy and Guidelines as amended or replaced.

CLAUSE 31 TRAINING AND DEVELOPMENT

The Parties recognise that there is a need to continually develop and maintain adequate and relevant training and development throughout all levels of employment.

31.1 The Employer is committed to the ongoing training of all employees and to enhancing the skills of all employees by providing the development of:

31.1.1 Corporate Programmes

These programmes may include, but not be limited to, the broad strategic and organisational needs of the Employer, Benchmarking and Performance indicators, Leadership Skills, Access and Equity, Information Technology, Equal Employment Opportunity (EEO), Work Health & Safety and Customer Service.

31.1.2 Skills Development

These programmes shall relate to the changing needs of the Employer in order to bring benefits to the Employer in improved productivity and efficiency and may provide improved career options for employees.

31.2 Managers shall receive support and training to enable them to identify skills required of their employees in order to plan and coordinate the appropriate training responses.

31.3 Individual training analysis shall be undertaken in consultation with the relevant employee and a copy of the annual performance plan will be given to the employee.

The overall training plan for the organisation should be congruent with the strategic and organisational needs of the Employer and where possible identify timeframes for implementation.

31.4 The Employer will further develop the City of Playford Learning and Development framework to ensure clear linkages and appropriate levels of integration between the Performance Development and Management Policy and Guidelines process and employee training and development processes.

31.5 The Employer will ensure that all employees have a fair and equitable chance to attend training programmes based on strategic and corporate objectives, outcomes of the Learning and Development framework and Performance Development and Management Policy and Guidelines process as amended or replaced.

CLAUSE 32 SUPERANNUATION

For the duration of this agreement the Statewide Superannuation Fund is to remain the default fund.

Superannuation payments will be provided in line with the legislative requirements applicable at the time.

CLAUSE 33 SALARY SACRIFICE

Benefits outlined in the City of Playford Salary Sacrifice Policy and Guidelines include:

1. Superannuation
2. Vehicle- novated lease

As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand the policy, guidelines and all implications (including taxation) of the salary sacrifice before seeking to enter into this arrangement.

CLAUSE 34 ALLOWANCES

34.1 *Motor Vehicle Usage*

Where an employee elects to use their vehicle on or in connection with the business of the Employer he/she is required to maintain a log book record of such usage, the log book is to be made available to the Australian Taxation Office as part of the employee's annual taxation return.

Where the employee is required to use his/her vehicle as per the Award all claims arising from such usage must be submitted to their manager for approval. Mileage reimbursement will be at a rate of 0.90 cents per kilometre. Payroll will only process claims that are dated no later than 1 calendar month from the date of vehicle usage. Late claims must be submitted to the Australian Taxation Office.

34.2 Meal Allowances

All Meal Allowances are \$18.30 for all employees covered by this Agreement.

CLAUSE 35 ANNUAL SHUTDOWN

35.1 Shutdown period

City of Playford will have a shutdown period each year, throughout Christmas and New Year. Staff are required to take leave during this period, which will extend for up to two (2) weeks depending on the days in which Christmas and New Year fall. Communication will go out to staff on these dates no less than two (2) months prior to the shutdown.

35.2 Staffing for Essential Services

Essential Council services will be reviewed by management and WRCC to ensure teams are appropriately staffed during the shutdown period. Consultation with impacted teams will take place to ensure staff are available for work.

35.3 Taking of Leave during Shutdown

Staff must use their available leave entitlements or accrued TOIL during this period. Where neither leave is available, staff may request annual leave advance of no more than the period required for shut down.

CLAUSE 36 DEBTS

Employees who cease employment with The Employer and have an outstanding negative leave balance or debt, will have the such debts taken from their remaining entitlements or other methods as agreed between the Employer and the employee.

CLAUSE 37 RETRAINING, REDEPLOYMENT & VOLUNTARY REDUNDANCY

37.1. Employment Security

37.1.1 The Parties acknowledge that there will be times when a position may become redundant as a result of workplace changes. In these instances, natural attrition, redeployment and as a last option, voluntary redundancies will be the only means of adjustment in those situations where positions are no longer required.

37.1.2 For the life of this Agreement, no forced redundancies will take effect.

37.1.3 Casual employees and employees on fixed term contracts (who don't have permanent tenure subject to Clause 22 (subclause 22.2.8 of this Agreement) are not covered by this clause nor Schedule 4 of this Agreement.

37.2. Redundant Position

37.2.1 An position may become redundant where one or more of the following occurs:

- Discontinued functions
- Discontinued operations or activities
- Amalgamation of functions, operations or activities
- There are more employees than is necessary for the efficient and economical working of the Team.
- Introduction of technological change which will displace functions, operations or activities
- Structural change, including but not limited to, workplace change and/or restructuring.

37.3. Consultation

37.3.1 Where the Employer intends to implement change that may have a significant effect on employment numbers or result in possible identification of redundant positions, the Employer will consult with affected employees and their representatives.

37.3.2 Consultations will take place in accordance with the Management of Change policy (as amended or replaced) as soon as practicable following a decision to invoke the provisions of this clause.

37.4. Redeployment

37.4.1 The Employer will make all reasonable efforts, including retraining, to redeploy employees who's positions have been identified as redundant, provided that such redeployment has been identified as available.

37.4.2 Schedule 4 'Redeployment Process', sets out the application of the redeployment process.

37.5. Redundancy

37.5.1 A position may be recognised as genuinely redundant after all reasonable effort has been made to redeploy an affected employee utilising the Redeployment Process set out under Schedule 4 and no suitable position is available.

37.5.2 Where a determination is made that a genuine redundancy exists, the Employer may elect to offer a voluntary separation (severance) package to the affected employee. Employees are under no obligation to accept an offer.

37.5.3 Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees who may be offered such a package.

37.6. Voluntary Separation (Severance) Package

37.6.1 An employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of 10 weeks remuneration
- Three (3) weeks pay for each completed year of service
- \$2,000 outplacement fee (paid to the service provider).
- Pro-rata Long Service Leave when five (5) years of service has been attained.

37.6.2 An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

37.7. Re-Employment

37.7.1 An employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Employer.

Staff in Leadership positions are to ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by the Employer in the last two (2) years.

CLAUSE 38 SALARY INCREASES

The following increases shall be applied to current rates of pay shown at Schedule 6:

Year 1 (2016)	Year 2 (2017)	Year 3 (2018)
2% increase payment + 0.5% performance increase linked to Resident Satisfaction* Survey target = 3.66	2% increase payment + 0.5% performance increase linked to Resident Satisfaction* Survey target = 3.73	2% increase payment + 0.5% performance increase linked to Resident Satisfaction* Survey target = 3.8

- Salary increases will be payable effective from the first full pay following 1st July each year. Commencing and backdated to first full pay from 1 July 2016 for the Year 1 increase.
- Payment of Year 1 (2016) salary increase and associated back pay will commence prior to 25 December 2016.
- For each financial year, salary increases will apply pursuant to clause 38 with the 0.5% salary increase linked to resident satisfaction survey to be determined upon receipt of the survey results from the independent survey company and then recalibrated to remove questions that have been eliminated, by agreement, at the time the agreement was negotiated.
- If the Council makes a resourcing decision (budgetary/human) that significantly changes the nature or level of a service standard related to measures 1-34, the relevant measure(s) will be removed from the RSS score for relevant years.

- Organisational Commitment to service delivery improvements during the life of the agreement

ITEMS	
1	Satisfaction with the presentation of the City of Playford
2	Satisfaction with the presentation of street verges
3	Satisfaction with the condition of local streets
4	Satisfaction with the condition of rural roads
5	The streets are clean
6	Satisfaction with the condition of local footpaths
7	Satisfaction with the presentation of parks and gardens
8	Satisfaction with the presentation of ovals & sportsgrounds
9	Satisfaction with the removal of graffiti
10	Satisfaction with the safety of playgrounds
11	Satisfaction with the Library service
12	City of Playford staff are helpful and pleasant
13	City of Playford staff always provide prompt service
14	City of Playford staff provide a consistent level of service
15	City of Playford staff follow through on my requests
16	Satisfaction with the condition of street trees
17	Satisfaction with the condition of bicycle paths
18	Satisfaction with condition of street kerbs
19	Satisfaction with the removal of illegally dumped rubbish
20	Satisfaction with the rapid response service
21	Satisfaction with adequate stormwater drainage
22	Satisfaction with protecting and improving native vegetation and biodiversity
23	Satisfaction with access to community venues
24	Satisfaction with civic events
25	Satisfaction with support and facilities for sporting clubs
26	Satisfaction with availability of community services
27	Satisfaction with supporting local community development
28	Satisfaction with the immunisation service
29	Satisfaction with public health and safety
30	Satisfaction with enforcement of local laws
31	Satisfaction with health initiatives

32	Satisfaction with planning and building advice and assessment
33	Satisfaction with support for volunteer programs
34	Satisfaction with supporting business and industry development

CLAUSE 39 SICKNESS AND ACCIDENT INSURANCE

- 39.1 The Employer will provide and administer at no cost to employees income protection insurance through the Local Government Risk Services for the life of this Agreement.
- 39.2 The existing insurance cover shall continue to apply for the life of this Agreement.
- 39.3 The Parties agree to review the suitability of the insurance cover provided should it be considered this is not meeting the needs of the Employer and the employees. Any agreed outcome from the review will be given effect by a certified variation to this Agreement.

CLAUSE 40 NO FURTHER CLAIMS

This Agreement provides for no further wage or salary increases during its period of operation, including increases from sources such as Award variations or decisions of the Commission other than increases that are consistent with this Agreement.

CLAUSE 41 REVIEW OF AGREEMENT AND COMMITMENT TO COLLECTIVE BARGAINING

The Employer commits to ongoing review of this Agreement with the WRCC and will commence negotiations in accordance with the Fair Work Act 1994.

Bargaining will commence no later than six months before expiry of this Agreement.

During the life of this Agreement the Employer undertakes to bargain collectively with its employees through the Unions and other staff as required in respect of the Employer's new and existing employees whose terms and conditions have been covered by the Awards.

CLAUSE 42 SIGNATORIES

Signed for and on behalf of:

The City of Playford

Chief Executive Officer

Witness

On this _____ day of _____ 2016

Australian Services Union:

Branch Secretary

Witness

On this _____ day of _____ 2016

Australian Workers Union:

State Secretary

Witness

On this _____ day of _____ 2016

SCHEDULE 1

ASU SPECIFIC MATTERS

The following matters shall be applied only in relation to those employees employed pursuant to the South Australian and Municipal Salaried Officers Award.

A Annualised Salary Arrangements

1. An employee whose job requires regular out of normal hours work may enter into annualised salary agreements to compensate for that work. Such arrangements shall be documented, signed by the parties and the employee shall be given the opportunity to seek advice from the Union or any other party of their choice. Where these arrangements are made, the conditions outlined in Clause 17 are not applicable.
2. Such annualised salary arrangements shall be deemed to be compensation in lieu of all entitlements to leave loading, overtime, time off in lieu arrangements (including RDO's), weekend or public holiday penalty rates and any other like payments, including attendance at meetings or functions outside the the Employer's's usual office hours.

B Tea and Meal Breaks

1. A staff member is entitled to short paid breaks that total 15 minutes per working day, taken at a time convenient to the work area. Breaks from work can not be traded off against work time i.e. the staff member cannot leave work 15 minutes earlier.
2. There should be a lunch break between 30 and 60 minutes each day between 11.30 am and 2.30 pm.
3. Employees shall be entitled to meal breaks in accordance with the Award.
4. Meal allowance, where applicable, shall be paid in accordance with clause 34.2 and shall only apply where an employee has not had 24 hours notice that they will be required to work hours that entitle a meal allowance.

C Casual Employment

The Award provision is increased from 800 hours per year to 1000 hours.

SCHEDULE 2

AWU SPECIFIC MATTERS

The following matters shall be applied only in relation to those employees employed pursuant to the SA Local Government Employees Award as it stands at 1 July 2012.

A Tea and Meal Breaks

1. The morning tea break is to be limited to 15 minutes duration and is to be taken on site at a time which coincides with a natural break in the work pattern.
2. A lunch break may be taken no earlier than 4 hours and no later than 6 hours after commencing work for the day, it is to be taken on the work site and of a 30 minute duration at a time which coincides with a natural break in the work pattern.
3. A dinner break may be taken where an employee is required, by the relevant Manager to work in excess of 10 hours in any one day. The dinner break will be of 30 minutes duration and taken on site.
4. A meal allowance of \$18.30 shall be paid to employees who are eligible for a dinner break except where the requirement to work in excess of 10 hours in any one day was notified more than 24 hours in advance. Where such notice has been given, no meal allowance will be paid.

B Split Shifts

Where due to project or work demand, it is deemed appropriate by the work teams to work a split shift; employees may work a split shift.

Where a decision to work a split shift is taken, this will not be deemed to be a recall to work and hence the provisions of Clause 6.3.4.1 of the Award will not apply. The provisions detailed in this Agreement will be utilised to manage employee's time and Accrued Hours Bank credit/debits.

C Weekend Work

1. There will be times when employees will be required to work on weekends (Saturday). In these circumstances it is expected that the work team will ensure that adequate numbers of staff are available for weekend work by seeking volunteers in the first instance.
2. Where adequate numbers of staff (volunteers) can not be identified, the Manager will have the capacity to direct staff to work a maximum of 6 Saturdays per annum. Management will ensure that fairness and equity in decision making occur as a means of identifying staff required. Management may consider the introduction of a roster system to ensure consistent, fair and equitable application across the board.
3. Where staff are required to work weekends employees will have the choice of the following payment options:
 - All payment;
 - Payment of flat hours and penalty component "banked" to their Accrued Hours Bank;

- All banked to their Accrued Hours Bank

D Playford Field Staff Classification Structure

The Employer is committed to the continued application of the 'Playford Field Staff Classification Structure' (contained at Attachment B of this Schedule) for the life of this Agreement.

E Award Variations

The following allowances as prescribed within the Local Government Employees Award have either been absorbed or removed from operation in previous Enterprise Agreements and as such no longer continue to apply: -

'Disability Allowance', 'Burning off Grass', 'Cleaning Public Lavatories', 'Handling Money on Behalf of Employer', 'Removal of Dead Animals', 'Confined Spaces', 'Portable Woodchipping Machine', 'Fertiliser Spreader', 'Height Allowance', 'Toxic Substances', 'Travelling Time Allowance', 'Wet Work', 'Plumbing Trades Allowance', 'Driving and Towing Allowance', 'Rockbuster Allowance', 'Cemetery Works', 'Tool Allowance', 'Work in the Rain' and 'Drivers Licence Allowance'.

The 'First Aid Attendant' allowances shall continue to apply.

City Operations - Field Staff Classifications

CHARACTERISTIC	LEVEL 1.1	LEVEL 1.2	LEVEL 1.3
<p>INDICATIVE TASKS – Level 1 (Entry Level)</p>	<p>General labouring and assisting with the tasks below:</p> <ul style="list-style-type: none"> • Equipment and plant pre op checks and maintenance • Use of hand and motorised tools • Washing / cleaning vehicles • Cleaner • Install traffic management devices • Roadside and reserve litter clearing • Concrete mixing by hand • Hand weeding • Push mower operation • Pipe layer • Metal, rubble, loam, mulch and/or gravel spreading (Manual) • Road/verge/footpath construction and maintenance • Assist with Turf maintenance of ovals/reserves • Assist with Gardening duties including labouring duties such as site preparation, garden bed preparation, sowing, mixing soils, watering, hand weeding and staking • Hand application of herbicide • Tree maintenance (prunes/lops trees with hand pruning saw, cut and swab trees, transplant and plant trees) 		
<p>SKILLS & KNOWLEDGE</p>	<p>A Level 1 Team Member can perform all relevant PFS Level 1 tasks competently and independently.</p>		
<p>GENERAL RESPONSIBILITIES</p>	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>		
<p>PROGRESSION</p>	<p>Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress</p>		

CHARACTERISTIC	LEVEL 2.1	LEVEL 2.2	LEVEL 2.3
TASKS – Level 2	<ul style="list-style-type: none"> • All lower PFS Level tasks as required • Chainperson/survey assistant • Concrete and kerb installation, maintenance and finishing (including setting up and levels) • Brick and paver layer (including setting up and levels) • Bitumen Works • Operation of ride-on and self-propelled plant: Gator, motor mowers, Garbage compactor • All facets of vibrating roller operation in accordance with GVM (MR License) • All facets Single Axle truck operation in accordance with GVM (MR License) • Operation of motorised tools • Operation of truck mounted crane • All sports related line marking • Irrigation work (sprinkler replacement and general repairs) • Pruning, lopping and cutting small trees with a chainsaw • Cut and swab trees transplant and plant trees 		
SKILLS & KNOWLEDGE	A Level 2 Team Member can perform all relevant Level PFS2 tasks competently and independently.		
GENERAL RESPONSIBILITIES	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>		
PROGRESSION	Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 3.1	LEVEL 3.2	LEVEL 3.3
TASKS – Level 3	<ul style="list-style-type: none"> • All lower PFS Level tasks as required • Storeperson • All facets of Jetvac operation • All facets of Vibrating Roller Operation in accordance with GVM (HR License) • All facets of FLOCON operation • All facets of Skid-steer operation • Double/dual axle truck operation in accordance to GVM • All facets of Road-sweeper operation • All facets of Load shifting loader operation • All facets of Elevated Work Platform operation • Road line marking • Operation of tractor with attachment using power take off/hydraulics • Tree maintenance (prunes/lops trees with chainsaw) cut and swab trees transplant and plant trees) <p>Lead Worker</p> <p>The Lead Worker function is in conjunction with their substantive role with the responsibility to lead a small work group which normally comprise no more than four (4) workers in total (all workers will be level 2 or below)</p> <p>The lead worker will:</p> <ul style="list-style-type: none"> • Lead and mentor workers • Keep relevant records • Have the ability to read and interpret plans and execute • Directly communicate to the Quality Coordinator/Manager. 		
SKILLS & KNOWLEDGE	A Level 3 Team Member can perform all relevant Level PFS3 tasks competently and independently.		
GENERAL RESPONSIBILITIES	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>		
PROGRESSION	Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 4.1	LEVEL 4.2	LEVEL 4.3
TASKS – Level 4	<ul style="list-style-type: none"> • All lower PFS Level tasks as required • Pest and weed technician • All facets of Excavator operation • All facets of Grader operation • All facets of Back-hoe operation • Storeperson/Security officer • Lead a small work group of up to eight (8) people <p>Lead Worker The Lead Worker function is in conjunction with their substantive role with the responsibility to lead a small work group which normally comprise no more than (8) workers (all workers will be level 3 or below)</p> <p>The lead worker will:</p> <ul style="list-style-type: none"> • Lead and mentor workers • Keep relevant records • Have the ability to read and interpret plans and execute • Directly communicate to the Quality Coordinator/Manager. 		
SKILLS & KNOWLEDGE	A Level 4 Team Member can perform all relevant Level PFS4 tasks competently and independently.		
GENERAL RESPONSIBILITIES	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>		
PROGRESSION	Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 5.1	LEVEL 5.2	LEVEL 5.3
TASKS – Level 5	<p>Trade level for:</p> <ul style="list-style-type: none"> • All lower PFS Level tasks as required • Arboriculture (Trade certificate) • Horticultural (Trade certificate) • Motor mechanic- (Trade certificate) • (carpenter/joiner- (Trade certificate) • Plumber (other than registered sanitary) • Electrician (Trade certificate) • Fitter and turner welder (1st class) • Pest and weed technician (Certification - III required) <p>Certificate level:</p> <ul style="list-style-type: none"> • Civil Construction (Cert III) <p>All above tasks as required, plus, and required to</p> <p>Lead Worker The Lead Worker function is in conjunction with their substantive role with the responsibility to lead a small to medium size work group which would normally comprise no more than (15) (all workers will be level 4 or below)</p> <p>This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.</p> <p>The lead worker will:</p> <ul style="list-style-type: none"> • Lead and mentor workers • Keep relevant records • Have the ability to read and interpret plans and execute • Directly communicate to the Quality Coordinator/Manager. 		
SKILLS & KNOWLEDGE	<p>Commensurate with trade certificate</p> <p>A Level 5 Team Member can perform all relevant lower PFS Level tasks as required. .</p>		
GENERAL RESPONSIBILITIES	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>		
PROGRESSION	<p>Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress</p>		

CHARACTERISTIC	LEVEL 6.1	LEVEL 6.2	LEVEL 6.3
TASKS – Level 6	<p>Short term projects or complex tasks that are identified by the manager and approved by the Senior manager that may be up to 18 months.</p> <p>This could include but not limited to:</p> <ul style="list-style-type: none"> • Certified tree reports undertaken by qualified arborist (Diploma) • Responsible for the coordination and implementation of complex project management (e.g Royal visit) – move information to the box levels <p>The project lead may plan, allocate and monitor work performed on the specific project and may lead a medium to large size work group which would normally comprise of no more than fifteen (15) workers. This work level may also include the training and mentoring of employees, the keeping of relevant records, development of reports and interpretation of work from plans.</p> <hr/> <p>Grade 6 Lead Worker</p> <p>The Lead Worker function is in conjunction with their substantive role as the responsibility to lead a small to medium size work group which shall comprise of three to no more than 15 (all workers will be level 5 and below)</p> <p>This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.</p> <p>The lead worker will:</p> <ul style="list-style-type: none"> • Lead and mentor workers • Keep relevant records • Have the ability to read and interpret plans and execute • Directly communicate to the Quality Coordinator/Manager. 		
SKILLS & KNOWLEDGE	<ul style="list-style-type: none"> • Demonstrated communication skills both written and verbal • Clear understanding of all Council's policies and procedures • Demonstrated ability to use relevant software packages • Negotiating and problem solving skills • Broad understanding of council business • Engagement of the relevant stakeholders • Ability to interpret relevant plans and execute • Skills in conducting meeting and minute taking • Skills in time management, priority setting, planning and organising of own/ teams work. • Relevant qualifications to undertake the task or project 		
GENERAL RESPONSIBILITIES	<p>In their own interest and as a legal obligation, employees have a responsibility to comply with all Work health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p>		

	Employees are responsible to comply with the Code of Conduct for Council Employees at all times
PROGRESSION	Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress

CHARACTERISTIC	LEVEL 7.1	LEVEL 7.2	LEVEL 7.3
TASKS – Level 7	<p>Provide support to Manager by coordinating and supervising the ongoing operations of the relevant profile.</p> <p>The Quality Coordinator will allocate and monitor work performance will formally report any poor performance, breaches of policy and procedure.</p> <p>Will provide on the job training and mentoring to staff.</p>		
SKILLS & KNOWLEDGE	<ul style="list-style-type: none"> • Demonstrated communication skills both written and verbal • Clear understanding of all Council's policies and procedures (HR and WHS) • Demonstrated ability to use or willingness to learn relevant corporate systems • Negotiating and problem solving skills • Broad understanding of council business • Engagement of the relevant stakeholders • Ability to interpret relevant plans • Skills in conducting meeting and minute taking • Relevant qualifications to undertake the task or project • Demonstrated ability to scope work, identify relevant resources and produce relevant plans for team and external contractors • Demonstrated conflict resolution skills • Good negotiation and advocacy skills. • Proven ability to plan and coordinate multiple complex tasks • Demonstrated ability to coordinate staff within a team environment. • Current Work zone Traffic Management certificate • Current First Aid Certificate • Demonstrated knowledge and skills required for the service profile • Knowledge and experience of plant and equipment used in the Service Profiles • Previous experience of plant operation relevant to the Service Profile • Proven Time Management Skills. • Demonstrated ability to provide relevant reports required by business unit. • Accuracy of work while working to meet deadlines. • Demonstrated ability to undertake work planning and scheduling • Ability to relate effectively with a wide range of people • Demonstrated knowledge of Pathway, Technology One and ECM software packages • Basic skills in the use of Microsoft software, including Excel, Word and Outlook. • Experience in the conduct of meetings (chairing, minute taking) or the willingness to. 		
GENERAL RESPONSIBILITIES	<p>Quality Coordinators will support Managers by providing coordination and technical advice and undertake the following:</p> <p>In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions.</p> <p>It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Playford.</p> <p>Employees are responsible for managing their leave and accrued time so</p>		

	<p>that entitlements do not carry from one period to another without approval in accordance with EA and policy requirements.</p> <p>Employees are responsible to comply with the Code of Conduct for Council Employees at all times</p>
PROGRESSION	<p>Progression of employees will be based on both workforce planning needs and where the employee has demonstrated competence to progress</p>

SCHEDULE 3

THEATRE, CAFES and RESTAURANT STAFF

The following matters shall be applied only in relation to the Theatre Technicians, Cafes, and Restaurant staff employed by City of Playford

Employment Categories

Full-time employees

A full-time employee will work on average 76 ordinary hours per fortnight.

Part-time employees

1. A part-time employee will work an agreed usual number of ordinary hours less than 76 each fortnight.
2. A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at her or his ordinary rate of pay, subject always to the payment of any penalty or overtime payments as outlined in this schedule.
3. A part-time employee who performs work in excess of the ordinary hours for a full time employee will be paid at overtime rates as outlined in this schedule.
4. The minimum time worked for each period of work will be not less than three consecutive hours for which a weekly employee is rostered.
5. In addition to other entitlements a part-time employee will receive pro rata annual leave and sick leave. Where a part-time employee is rostered as part of their regular work pattern on a public holiday the employee will receive the pro rata public holiday entitlement.

Casual employees

1. A casual employee is engaged by the hour for a minimum of three consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or the Employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.
2. Casual employees will be entitled to a casual loading of 25% calculated on their base hourly rate in addition to their hourly rate.

Hours of Work

1. The ordinary hours of work will be 76 per fortnight for a full time employee.
2. The span of working hours shall be 6.00am to 12 midnight Monday to Saturday inclusive.
3. A full-time employee may be required and/or directed to work up to twelve (12) hours on any day without attracting overtime or any other penalty payment, provided that no more than five (5) days are worked in any one week, and no more than seventy six (76) hours are worked in a fortnight period.

- 3.1 In circumstances where an employee is directed, the Manager will provide a minimum of 24 hours notice to the employee. The requirement to work up to twelve (12) hours must be in the genuine interest of work demands. The relevant Manager will consult with the affected employee and/or workgroup in these circumstances. The workgroup and/or employee will be provided with the opportunity to arrange suitable alternatives to complete the task.
- 3.2 Directive capacity shall not be used to make permanent changes to an employee's normal working hours/arrangements. Nothing in this Clause shall prohibit the parties from mutually agreeing to any changes to employee's normal working arrangements.
6. The number of ordinary hours to be worked on any day will be a minimum of 3 hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours.
7. Full time employees will be entitled to a minimum of 2 days per fortnight where they are not rostered to work; wherever reasonably possible these will be consecutive days.

Meal Intervals and Allowances

1. Full-time employees, in the ordinary course of work, will be entitled to unpaid meal intervals as follows:
 - 1.1 Lunch: 30 continuous minutes between 12.00 noon and 3.00 p.m.
 - 1.2 Dinner: 30 continuous minutes between 5.00 p.m. and 8.00 p.m.
 - 1.3 Supper: 30 continuous minutes 10.00 p.m. and 12.00 midnight.
 - 1.4 Breakfast: 30 continuous minutes between 7.00 a.m. and 9.00 a.m.
2. Part-time and casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.
 - 2.1 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
3. In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.

Overtime

1. Full time employees will receive overtime calculated to the nearest quarter of an hour, as follows:
 - 1.1. For all work performed in excess of 12 hours per day or 90 hours per fortnight at the rate of time and on half for the first 2 hours and double time thereafter.
 - 1.2. For all work performed on a rostered day off/non-rostered work day - at the rate of time and a half for the first 4 hours and double time thereafter.
2. Part time employees will receive overtime calculated to the nearest quarter of an hour, as follows
 - 2.1 Part time employees who perform work in excess of 12 hours per day or 76 ordinary hours per fortnight - time and one half for the first 2 hours and double time thereafter.
3. A casual employee will receive overtime calculated to the nearest quarter of an hour.

3.1 A casual employee who works in excess of 12 hours per day will be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter.

3.2 A casual employee who works more than 76 hours (excluding overtime worked and paid on a daily basis) in any fortnight will be paid for all hours in excess of 76, time and a half for the first four hours and double time thereafter.

4 For all work performed between 12 midnight and 7.00 a.m. - at the rate of double time other than work performed by employees engaged specifically as cleaners.

5 An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time (normal time plus 100%) until the employee is released from duty for such period.

Sundays

1. All employees who are required to commence work on a Sunday, whether part of an ordinary roster or workcycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time (normal time plus 100%), with a minimum payment for three hours.

2. Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum 3 hour call for work performed on a Sunday will not apply.

Annualised Salary Arrangements

1. An employee whose job requires regular out of normal hours work may enter into annualised salary agreements to compensate for that work. Such arrangements shall be documented, signed by the parties and the employee shall be given the opportunity to seek advice from the Union or any other party of their choice. Where these arrangements are made, the conditions outlined in subclause A are not applicable.

2. Such annualised salary arrangements shall be deemed to be compensation in lieu of all entitlements to leave loading, overtime, time off in lieu arrangements (including RDO's), weekend or public holiday penalty rates and any other like payments, including attendance at meetings or functions outside the Employer's's usual office hours.

Theatre Technician Classifications

Theatrical employee - level 1

A Theatrical employee level 1 is a trainee employee who is undertaking:

- a) 6 weeks induction training in the case of a full-time or part-time employee; or
- b) 228 hours induction training in the case of a casual employee.

The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.

1. An employee at this level performs routine duties to the level of the employees training:
 - a) works under direct supervision either individually or in a team environment;
 - b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - c) understands and utilises basic literacy (English) and numeracy skills.

2. An employee at this level will undertake training in the following indicative tasks:
 - a) safely lift and handle scenery and props and/or equipment;
 - b) uses selected hand tools;
 - c) basic packing and storing techniques;
 - d) repetition work on automatic, semiautomatic or single purpose machines or equipment;
 - e) maintains simple records;
 - f) uses hand trolleys and pallet trucks;
 - g) apply and comprehend basic theatre terminology and etiquette;
 - h) performs general labouring and cleaning duties;
 - i) communicate and interact effectively with staff;
 - j) effective customer/client service.

Theatrical employee - level 2

A Theatrical employee level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.

1. An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:
 - a) is responsible for the quality of the work allocated to the employee subject to routine supervision;
 - b) works under routine supervision either individually or in a team environment on a limited range of tasks;
 - c) exercises discretion within the employees' level of skills and training;
 - d) makes decisions in regard to routine matters.
2. Indicative of the tasks which an employee at this level may perform, are the following:
 - a) operates flexibly between work areas;
 - b) operates machinery and equipment within the employees' level of skill and training;
 - c) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
 - d) ability to measure accurately;
 - e) safely lift and handle scenery and props and/or equipment;
 - f) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
 - g) basic keyboard skills;
 - h) laundry and/or dry-cleaning duties;
 - i) cleaning duties using specialised equipment and chemicals;
 - j) ushering, ticket taking, program/concession selling and food and beverage sales;
 - k) applies theatre terminology and etiquette;
 - l) painting and art finishing;
 - m) dressing;
 - n) costume decoration.
3. Indicative positions of this level include:
 - a) Crewing Employee
 - b) Stage Hand
 - c) Theatre Attendant/Usher

Theatrical employee - level 3

A Theatrical employee level 3 is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level and may possess a relevant certificate.

1. An employee at this level performs work above and beyond the skills of an employee at level 2 and to the level of the employees' training:
 - solves straightforward problems using readily available information;
 - works to complex instructions and procedures;

as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
is responsible for the work undertaken;
assists in the provision of on-the-job training to a limited degree.

2. Indicative of the tasks which an employee at this level may perform, are as follows:

- a) uses precision measuring instruments;
- b) machine setting, loading and operation;
- c) rigging (certificated);
- d) pyrotechnics (certificated and licenced);
- e) welding which requires the exercise of knowledge and skills above level 2;
- f) inventory and store control including:
 - licenced operation of all appropriate materials/handling equipment;
 - use of tools and equipment within the scope (basic non-trades) maintenance;
 - computer operation at a higher level than that of an employee at level 2;
- g) intermediate keyboard skills;
- h) performs basic quality checks on the work of others;
- i) licenced and certificated for fork-lift, to a higher level than level 2;
- j) Stage door duties;
- k) advanced lifting and scene/props handling skills;
- l) scenery, building and prop construction techniques above level 2.
- m) identifies and meets customer needs in a prompt and courteous manner;
- n) the ability to work under limited supervision;
- o) following all identified security procedures of all the employer's clients.

3. Indicative positions of this level include

- a) Nil Theatre Technician positions at City of Playford in this classification at the time of drafting this Enterprise Agreement.

Theatrical employee - level 4

A Theatrical employee level 4 is an employee who holds a certificate in a relevant discipline and is able to exercise those skill and knowledge or an employee who has acquired the equivalent experience from on-the-job training in relevant theatrical discipline (/s).

1. An employee at this level works above and beyond an employee at level 3 and to the level of the employee's training:

- a) understands and applies quality control techniques;
- b) exercises good interpersonal and communications skills;
- c) exercises keyboard skills at a higher level than level 3;
- d) exercises discretion within the scope of this grade;
- e) performs work under limited supervision either individually or in a team environment;
- f) able to inspect products and/or materials for conformity with established operational standards;
- g) operates all lifting equipment incidental to the employees' work.
- h) solves problems using readily available information;
- i) works to complex instructions and procedures;
- j) as a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
- k) is responsible for the work undertaken;
- l) an ability to identify and resolve complex service issues; and

2. Indicative of the tasks which an employee at this level may perform, are as follows:

- a) works from production drawings, prints or plans;
- b) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
- c) operate and maintain lifting equipment;
- d) assists in the provision of on-the-job training;
- e) has an advanced understanding of theatre terminology, etiquette and theatre craft;

- f) perform a range of engineering maintenance functions; (h) licensed operation of all appropriate materials/handling equipment;
 - g) use of tools and equipment within the scope;
 - h) performs basic quality checks on the work of others.
3. Indicative positions of this level include:
- a) Sound and/or Lighting Technician

Theatrical employee - level 5

A Theatrical employee level 5 is an employee who Certificate III (or higher tertiary qualification) in a relevant discipline or equivalent experience and has acquired specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

1. A Theatrical employee level 5 is required to work above and beyond a tradesperson at level 4 and to the level of the employee's training:
- a) exercises discretion within the scope of this grade;
 - b) works under minimal supervision either as an individual or part of a team or as a team leader;
 - c) understands and implements quality control techniques;
 - d) provides guidance and assistance as part of a work team;
 - e) responsible for providing training in conjunction with trainers;
 - f) understands and applies quality control techniques;
 - g) able to inspect products and/or materials for conformity with established operational standards;
 - h) operates all lifting equipment incidental to the employees' work;
 - i) exercises keyboard and administrative skills at a higher level than Level 4.
2. Indicative of the tasks which an employee at this level may perform, are as follows:
- a) interprets detailed instructions and procedures for others;
 - b) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - c) readily adapts to change in work procedures and associated technologies;
 - d) may use innovation to resolve issues which impact on own work area.
 - e) exercises initiative where practices not clearly defined.
 - f) good interpersonal and communication skills (h) works from production drawings, prints or plans;
 - g) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
 - h) operate and maintain lifting equipment;
 - i) assists in the provision of on-the-job training;
 - j) has an advanced understanding of theatre terminology, etiquette and theatre craft;
 - k) performs a range of engineering maintenance functions;
 - l) operates a console; and
 - m) performs a range of administrative duties including production.

3. Indicative positions of this level include:

Assistant Stage Manager

- a) Board Operator
- b) Sound and/or Lighting Technician
- c) Experienced Technician
- d) Head Fly Operator

Theatrical employee - level 6

A Theatrical employee level 6 is an employee who holds a Certificate IV (or higher tertiary qualification) or equivalent experience together with a relevant Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.

1. A Theatrical employee level 6 is required to work above and beyond a level 5 employee and to the level of the employee's training:
 - a) understands and implements quality control techniques;
 - b) exercises discretion within the scope of this grade;
 - c) provides overall supervision and co-ordination of resources and individuals and/or workteams within areas of responsibility;
 - d) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
 - e) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
 - f) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources;
 - g) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - h) exercises keyboard and administrative skill at a higher level than Level 5.

2. The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate qualifications or equivalent experience to enable that employee to perform the particular indicative tasks:
 - a) demonstrates sound communication and/or liaison skills;
 - b) demonstrates a good knowledge of relevant terminology;
 - c) interprets and conveys instructions and procedures;
 - d) reliably represents the work unit;
 - e) required to use innovation to resolve issues which impact on own work area;
 - f) accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - g) provides feedback regarding the work performance of staff;
 - h) responsible for occupational, health and safety.
 - i) ensures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - j) readily adapts to change in work procedures and associated technologies;
 - k) may use innovation to resolve issues which impact on own work area.

3. Indicative positions of this level include:
 - a) Deputy Heads of Department
 - b) Deputy Stage Manager
 - c) Experienced Sound and/or Lighting Technician

Theatrical employee - level 7

A Theatrical employee level 7 is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

1. In addition to the competencies and tasks performed by a level 6 employee, a Theatrical employee level 7 works to the level of the employee's training:
 - a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives.
 - b) responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production.
 - c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.

2. The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate qualification or equivalent experience to enable the employee to perform the particular indicative tasks:
 - a) provides advice and guidance to staff, management and clients;
 - b) prepares correspondence, guidelines and reports;
 - c) demonstrates superior communication and/or liaison skills;
 - d) demonstrates and applies superior knowledge of relevant terminology;

- e) reliably represents the work unit;
 - f) responsible for creative planning and the achievement of design standards;
 - g) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - h) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - i) required to use innovation to resolve issues which impact on own work area.
 - j) accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - k) responsible for occupational, health and safety.
3. Indicative positions of this level include:
- a) Box Office Manager
 - b) Heads of Departments
 - c) Props Master
 - d) Technical Supervisor

Theatrical employee - level 8

1. A Theatrical employee Level 8 employee is an employee who has obtained a relevant tertiary (degree) qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

In addition to the competencies and tasks performed by a Level 7 employee, a Theatrical Level 8 employee works to the level of the employee's training:

- a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives;
 - b) responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production; and
 - c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.
2. The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:
- a) provide clear directions to a team of staff, and provide clear strategies for improvement and best practice to management and clients;
 - b) prepares correspondence, guidelines and reports;
 - c) has responsibility for managing team budgets and delivering to the budget;
 - d) demonstrates superior communication and/or liaison skills;
 - e) demonstrates superior knowledge of relevant terminology;
 - f) reliably represents the work unit;
 - g) responsible for creative planning and the achievement of design standards;
 - h) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs; and
 - i) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - j) required to use innovation to resolve issues which impact on own work area.
 - k) accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - l) responsible for occupational, health and safety.
3. Indicative positions of this level include:
- a) Stage Manager

SCHEDULE 4

REDEPLOYMENT PROCESS

The process described within this Schedule shall apply to positions deemed to become redundant pursuant to Clause 35 of this Agreement.

An employee shall be entitled to representation throughout this process.

1. Redeployment principles

1.1 The following principles apply to the redeployment of employees as a result of redundancy:

- (a) Redundant employees will be assisted sensitively and in a consistent manner having regard to the requirements of merit and equity. Every effort must be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level whilst also meeting the needs of the Employer.
- (b) Redundant employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.
- (c) Concurrent with the Employer's responsibility to attempt to redeploy and retrain an redundant employee, the employee has a responsibility to actively seek alternative employment.
- (d) The redeployment is not to disadvantage the employee unduly, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

2. Suitable Alternative position

- 2.1 A decision about the suitability of a position for an redundant employee is to be made having regard to, and attempting to match as far as is practicable, matters including, but not restricted to, relevant and transferable skills, experience and qualifications, hours of work, quantum of hours of work and rates of pay.
- 2.2 A suitable alternative position may include a position with a lower remuneration level if necessary but does not extend to a position which is more than one classification level below that received by the employee in their substantive position.
- 2.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.
- 2.4 Offers of redeployment will be in writing, quoting the classification, salary/wage, location and attaching a copy of the position description.
- 2.5 Where a suitable alternative position (redeployment) is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time (up to ten (10) working days) to decide to accept or decline the offer.

- 2.6 Where an employee declines more than one reasonable offer of a suitable alternative position, a transfer may be instigated without the employee's agreement.
- 2.7 All vacancies must be considered for suitability to under-utilised employees before the vacancy is advertised either internally or externally to determine whether the skills of the employee match (including with reasonable retraining) the required skills of the vacancy.

3. Redeployment to a Lower Classification

- 3.1 An redundant employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable time frames) at a classification level lower than their substantive classification level.
- 3.2 Regardless of the employee's new classification level, the employee shall not be paid less than one (1) classification level lower than their previous substantive position. In these circumstances the employee's salary will be pegged at their pre-deployment level until the one (1) level below catches up so that any future wage/salary increases will be absorbed until such time as the rate of pay applicable to the redeployed position catches up.
- 3.3 A employee who takes up an alternative position at a classification level lower than their substantive classification level cannot be compelled to work at or take another position at a lower level than the alternative position for a period of two (2) years from the date of commencement in the alternative position.

4. Training

- 4.1 Where the Employer considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, management will provide the redundant employee with a position description, proposed training program and discuss the position with the employee.
- 4.2 The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome identified skill or knowledge differences.
- 4.3 The Employer undertakes to provide the necessary training for all employees affected by workplace changes that result in redeployment.
- 4.4 All training is to be at the Employer's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of base pay.

SCHEDULE 5

Workforce Relations Consultative Committee (WRCC) Charter

Focus

The WRCC exists as a forum to assist employees and management to work collaboratively in building a sustainable (efficient and effective) organisation which delivers community outcomes whilst providing a healthy, satisfying and fair workplace.

All WRCC members will remain focused on and uphold the following goals when evaluating any proposed action or decision:

- Build and maintain sustainability of the organisation
- Build and maintain positive wellbeing and satisfaction of employees

Role

The Workforce Relations Consultative Committee (WRCC) is to operate as the consultative structure for reviewing and monitoring enterprise agreements and to assist in the resolution of concerns and/or disputes arising from the operation of said agreements and other major employee related issues, as well as to work with employees in providing a productive and positive place to work.

Terms of Reference

For the life of this Agreement the aims of the WRCC shall include but not be limited to:

- Engage in discussions in good faith and facilitate processes within reasonable timeframes.
- To consider reports and ideas generated by employee and the Employer representatives on a range of issues.
- To review and monitor the operation and implementation of the current enterprise agreement.
- To assist in the resolution of any disputes arising out of the operation of the current agreement. (This shall not prevent either party having access to the South Australian Industrial Relations Commission for the purposes of conciliation and/or arbitration.)
- Where appropriate assist in the resolution of employee grievances that have not been resolved through use of the enterprise agreement Grievance & Dispute Resolution Procedure.
- Monitor & report on levels of employee use of the enterprise agreement Grievance & Dispute Resolution Procedure.
- To consider employment related matters.
- During the life of this Agreement discuss and review current employee relations, Code of Conduct and policies and procedures with an industrial relations impact and their associated guidelines. To monitor on a monthly basis, or as otherwise determined by the Committee the level of fixed term contracts in operation within the organisation.
- Keep a 'finger on the pulse' of the organisation through the monitoring of workforce climate.
- Develop and implement employee surveys and facilitate other agreed methods of gathering information.
- Monitor employee turnover trends.

WRCC Policy and Procedure Subcommittee

- The WRCC delegates to the Employee Liaison Forum (ELF) preliminary Policy and Procedure consultation accountability
- ELF will review and make recommendation to the WRCC regarding proposed Policy and Procedure updates and/or changes.
- ELF will review policy and procedure taking into account organisational, legislative and employee objectives and requirements.
- When agreement cannot be reached regarding policy and procedure content following a reasonable period of genuine discussions at ELF the policy and procedure will be referred to WRCC for further discussion. If agreement cannot be reached . the WRCC will enact the enterprise agreement Grievance and Dispute Resolution Procedure (Clause 28); in this instance the Chief Executive Officer is the manager once removed as referenced in Level 3 of the procedure.
- In the event of a dispute, as outlined above, status quo will be maintained until a resolution is reached unless there is an imminent risk to WHS

Reporting/Consultation

The committee will regularly and effectively communicate its activities to employees through the distribution of minutes of meetings and regular bulletins.

All employees shall be involved by way of consultation when WRCC is carrying out the above aims.

The Committee will review Communication Strategies at least annually or as required.

Authority

Authority for the operation of the WRCC is vested by Clause 10 of the City of Playford Enterprise Agreement 2016.

Membership

Committee Membership will consist of up to:

- Three (3) management representatives employed by the Employer
- Three (3) ASU representatives elected by ASU members employed by the Employer
- The Branch Secretary of the ASU or their nominee
- Three (3) employee representatives elected by AWU members employed by the Employer who shall be members of the AWU. At least one employee representative must be a AWU workplace representative.
- The State Secretary of the AWU or their nominee
- Chief Executive Officer

Organisational Resource Support for the Committee:

- A Chairperson(s)
- Minute Taker
- A representative of the Human Resources team

All members are expected to demonstrate a commitment to the Committee's roles and functions.

Quorum

A quorum shall be at least one ASU representative and one AWU representative plus a minimum of one management representative, which may be the Chief Executive Officer.

Workplace representative support

Consistent with enterprise agreement provisions, Workplace representatives will be supported in the performance of their role as a member of the WRCC.

Meeting and Frequency

The committee will meet monthly on the first Wednesday of the Month or such other times as agreed by the WRCC.

Role of Chair

The chair will preside at all meetings and ensure:

- Meetings are conducted efficiently.
- All members work in a holistic manner towards the success of the organisation.
- The committee maintains a strong focus on its forward looking and developmental charter.
- Data and other information brought to the committee is valid and interpreted accurately by members.

Agenda & Minute Management

The Minutes Taker will prepare and distribute a meeting agenda and any attachments provided by committee members at least 2 weeks prior to each meeting.

The Minutes Taker will prepare and distribute minutes within one week following each meeting and maintain a complete set of minutes from all meetings. Minutes of meetings will be accessible to all employees.

The Chair is the “Responsible Officer” in the event that any staff member queries the minutes.

SCHEDULE 6

ASU Payrates Effective from First Full Pay Period following 1 July 2016:

		Employee Salaries First Full Pay Period after 1 July 2016			
		2.5% increase			
		Class Description	Annual Salary	Fortnightly Rate	Hourly Rate
GO Level 1A	GO1A.1		\$ 43,729.52	\$ 1,681.90	\$ 22.13
	GO1A.2		\$ 44,955.53	\$ 1,729.06	\$ 22.75
	GO1A.3		\$ 46,179.76	\$ 1,776.14	\$ 23.37
	GO1A.4		\$ 48,633.60	\$ 1,870.52	\$ 24.61
GO Level 1	GO1.1		\$ 50,564.81	\$ 1,944.80	\$ 25.59
	GO1.2		\$ 51,642.28	\$ 1,986.24	\$ 26.13
	GO1.3		\$ 53,140.36	\$ 2,043.86	\$ 26.89
	GO1.4		\$ 54,756.40	\$ 2,106.02	\$ 27.71
	GO1.5		\$ 56,363.81	\$ 2,167.84	\$ 28.52
	GO1.6		\$ 57,972.86	\$ 2,229.73	\$ 29.34
GO Level 2	GO2.1		\$ 59,605.17	\$ 2,292.51	\$ 30.16
	GO2.2		\$ 61,217.80	\$ 2,354.53	\$ 30.98
	GO2.3		\$ 62,826.83	\$ 2,416.42	\$ 31.79
	GO2.4		\$ 64,439.04	\$ 2,478.42	\$ 32.61
GO Level 3	GO3.1		\$ 66,044.92	\$ 2,540.19	\$ 33.42
	GO3.2		\$ 67,657.54	\$ 2,602.21	\$ 34.24
	GO3.3		\$ 69,270.17	\$ 2,664.24	\$ 35.06
	GO3.4		\$ 70,879.21	\$ 2,726.12	\$ 35.87
GO Level 4	GO4.1		\$ 72,488.24	\$ 2,788.01	\$ 36.68
	GO4.2		\$ 74,097.28	\$ 2,849.90	\$ 37.50
	GO4.3		\$ 75,709.91	\$ 2,911.92	\$ 38.31
	GO4.4		\$ 77,320.75	\$ 2,973.87	\$ 39.13
GO Level 5	GO5.1		\$ 78,927.99	\$ 3,035.69	\$ 39.94
	GO5.2		\$ 80,540.62	\$ 3,097.72	\$ 40.76
	GO5.3		\$ 82,153.24	\$ 3,159.74	\$ 41.58
GO Level 6	GO6.1		\$ 84,889.89	\$ 3,265.00	\$ 42.96
	GO6.2		\$ 87,655.13	\$ 3,371.35	\$ 44.36
	GO6.3		\$ 90,420.41	\$ 3,477.71	\$ 45.76
GO Level 7	GO7.1		\$ 93,183.84	\$ 3,583.99	\$ 47.16
	GO7.2		\$ 95,950.95	\$ 3,690.42	\$ 48.56
	GO7.3		\$ 98,710.66	\$ 3,796.56	\$ 49.95
GO Level 8	GO8.1		\$ 102,030.82	\$ 3,924.26	\$ 51.64
	GO8.2		\$ 105,347.29	\$ 4,051.82	\$ 53.31
	GO8.3		\$ 108,665.61	\$ 4,179.45	\$ 54.99

AWU Payrates Effective from First Full Pay Period following 1 July 2016

**Employee Salaries First Full Pay Period after 1 July 2016
2.5% increase**

	Step	Annual Rate	Fortnightly Rate	Hourly Rate
PFS Level 1	Step 1	\$54,685.01	\$2,103.27	\$27.67
	Step 2	\$55,238.29	\$2,124.55	\$27.95
	Step 3	\$55,791.57	\$2,145.83	\$28.23
PFS Level 2	Step 1	\$56,344.85	\$2,167.11	\$28.51
	Step 2	\$56,898.13	\$2,188.39	\$28.79
	Step 3	\$57,451.41	\$2,209.67	\$29.07
PFS Level 3	Step 1	\$58,004.69	\$2,230.95	\$29.35
	Step 2	\$58,557.97	\$2,252.23	\$29.63
	Step 3	\$59,111.25	\$2,273.51	\$29.91
PFS Level 4	Step 1	\$59,664.53	\$2,294.79	\$30.19
	Step 2	\$60,217.81	\$2,316.07	\$30.47
	Step 3	\$60,771.09	\$2,337.35	\$30.75
PFS Level 5	Step 1	\$61,324.37	\$2,358.63	\$31.03
	Step 2	\$61,877.65	\$2,379.91	\$31.31
	Step 3	\$62,430.93	\$2,401.19	\$31.59
PFS Level 6	Step 1	\$62,984.21	\$2,422.47	\$31.87
	Step 2	\$63,537.49	\$2,443.75	\$32.15
	Step 3	\$64,090.77	\$2,465.03	\$32.43
PFS Level 7	Step 1	\$68,210.93	\$2,623.50	\$34.52
	Step 2	\$69,823.54	\$2,685.52	\$35.34
	Step 3	\$71,436.15	\$2,747.54	\$36.15

Cafes and Theatres Payrates Effective from First full pay period following 1 July 2016

	Employee Salaries First Full Pay Period after 1 July 2016 2.5% increase		
	Annual Salary	Fortnightly	Hourly Rate
Level 1	\$40,034.52	\$1,539.79	\$20.26
Level 2	\$44,396.92	\$1,707.57	\$22.47
Level 3	\$46,212.30	\$1,777.40	\$23.39
Level 4	\$50,017.47	\$1,923.75	\$25.31
Level 5	\$51,832.84	\$1,993.57	\$26.23
Level 6	\$55,293.89	\$2,126.69	\$27.98
Level 7	\$58,924.89	\$2,266.34	\$29.82
Level 8	\$60,740.26	\$2,336.16	\$30.74