

CONSERVATION COUNCIL OF SOUTH AUSTRALIA (CCSA) ENTERPRISE AGREEMENT 2008

File No. 3058 of 2008

This Agreement shall come into force on and from 26 June 2008 and have a life extending until 30 June 2010.

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



DATED 26 JUNE 2008.

COMMISSION MEMBER



Conservation Council of South Australia (CCSA)

Enterprise Agreement 2008

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Appendix 1 - Salary Schedules

1. DEFINITIONS

1.1. Calculation of month

For the purposes of this clause, a month means one calendar month. If there is no corresponding day in the subsequent month, it is the last day of the subsequent month.

1.2. 'Continuous service' means a period of continuous employment with CCSA, including any absence due to leave provisions of this agreement or industrial action, or a period during which a person is not employed by CCSA if the following conditions apply:

- The period during which the person is not employed by CCSA immediately follows a period in which the person was employed by CCSA and
- The person is re-employed by CCSA within 2 months or less of the date upon which the prior period of employment terminated.

1.3. 'Family member' shall be in accordance with the definition of clause 7.5.1.2 of the Award and also include an employee's partner, including a same-sex partner.

1.4. 'Full-time employee' is a person whose ordinary hours of work are an average of thirty-eight hours per week.

1.5. 'Part-time employee' is a person (other than a casual employee) who is engaged to work regularly for an average of fifteen ordinary hours or more per week but less than an average of thirty-eight ordinary hours per week and will be entitled to payment on a pro-rata basis for Annual Leave, Personal Leave and public holidays.

1.6. The minimum hours of duty for a part-time employee will be three hours for each shift.

1.7. 'Casual employee' is a person engaged to work either:

- For less than an average of 15 hours per week or
- For an average of 15 hours and up to and including 38 hours per week for any continuous period not exceeding 13 weeks.

1.8. The minimum hours of duty for a casual employee will be three hours for each engagement.

1.9. Casual employees, upon engagement, are to be informed in writing that:

- they are hired by the hour
- they will be paid for actual time worked (subject to minimum period of three hours engagement)
- they are not entitled to payment for public holidays not worked, nor payment for paid leave of any type (excluding Long Service Leave).

1.10. For ordinary working hours a casual employee must be paid the hourly rate as defined in Clause 15 (*Rates of Pay*) for the work performed plus 20%.

Superannuation Definitions

1.11. **Alternative fund** means any superannuation scheme registered and approved by the Insurance and Superannuation Commission.

1.12. **Existing fund** means any superannuation scheme registered and approved by the Insurance and Superannuation Commission to which CCSA is already making contributions.

- 1.13. **Fund** means:
- the Statewide Superannuation Trust established and governed by a Trust Deed dated 1 May 1986 as may be amended from time to time and includes any superannuation scheme which may be made in succession to it or
 - any other alternative or existing fund agreed between CCSA and its employees and their Union where applicable, and includes any superannuation scheme which may be made in succession to it.
- 1.14. **Ordinary time earnings** means, for the purposes of the *Superannuation Guarantee (Administration) Act 1992*, an employee's award classification rate and penalty loadings, including weekend and public holiday rates, where the time worked is part of the employee's ordinary hours of work and such ordinary time earnings will operate to provide a notional earnings base.

2. INTENT

- 2.1. This Agreement is underpinned by the principles of:
- equity and justice
 - respect for people
 - personal and professional responsibility
 - natural justice.
- 2.2. CCSA is committed to:
- a harmonious work environment
 - impartial merit based selection and appointment procedures
 - management practices that are not based on nepotism or patronage
 - clear statements of work duties
 - appropriate feedback and communication on work performance
 - fair and consistent treatment
 - safe and healthy working conditions
 - equal employment opportunities
 - worthwhile and constructive employment with access to appropriate training and development
 - freedom from harassment or discrimination in the workplace
 - fair rates of remuneration for skill, responsibility and performance
 - reasonable avenues of redress against improper or unreasonable organisational behaviour.
- 2.3. CCSA employees are required to:
- comply with all organisational instructions, policies and guidelines governing their conduct
 - perform their duties with professionalism and integrity as per the Code of Conduct
 - avoid real or apparent conflicts of interest.

3. RELATIONSHIP TO AWARDS

- 3.1. This Agreement will be read in conjunction with the Social and Community Services (SACS) Award SA and to the extent that any inconsistency occurs between the Award and this Agreement, the conditions of this Agreement will prevail.

4. PARTIES TO THE AGREEMENT

- 4.1. This Agreement will be binding according to its terms upon:
- CCSA
 - Amalgamated ASU (SA) State Union, known as the Australian Services Union (ASU)
 - All staff employed by CCSA other than the Chief Executive Officer

5. RENEGOTIATION OF AGREEMENT

- 5.1. The parties agree that negotiations for a new Agreement should commence three months prior to the expiration of this Agreement. If a new Agreement has not been negotiated at the expiration of this Agreement, this Agreement will continue in force until superseded or rescinded.

6. OPERATION AND CERTIFICATION

- 6.1. This Agreement shall be called the Conservation Council of South Australia (CCSA) Enterprise Agreement 2008.
- 6.2. This Agreement will be operational from the date of certification and remain in force until 30 June 2010.

7. WORK ENVIRONMENT

- 7.1. CCSA employees have the right to work in an environment free of discrimination and harassment. CCSA shall operate in accordance with the relevant anti-discrimination legislation and shall maintain policies, procedures and guidelines in accordance with legislative requirements.
- 7.2. CCSA has an obligation to ensure that there is no discrimination:
- when recruiting staff
 - in policies, practices and procedures
 - in terms and conditions of work
 - in training, promotion and transfer
 - in the methods and the reasons for dismissal and retrenchment.
- 7.3. Allegations of discrimination and harassment will be dealt with in the first instance under the relevant policy and procedures. If the matter remains unresolved it may be taken as a dispute in accordance with Clause 36 (Dispute Resolution Procedure).

8. PRIVACY

- 8.1. CCSA respects the privacy of its employees and will ensure that it operates in accordance with relevant privacy legislation.

9. RECRUITMENT OF STAFF

- 9.1. CCSA recognises that staff are its central asset and shall ensure that employees are selected, assessed and treated on the basis of their relevant merits, abilities and experience.
- 9.2. The organisation is an equal opportunity employer and will strive to advertise all vacant positions in an endeavour to acquire the most suitable applicant for the position. For contracts

of six months' duration or under, all vacancies will be advertised to staff in the first instance. This does not apply to short-term casual appointments.

- 9.3. Each position within the organisation will have a corresponding current Job and Person specification that sets out the objectives and key duties of the position and the personal qualities, education and work experience requirements required of an individual to perform the duties of the position.
- 9.4. Staff will be provided with a written letter of employment that specifies the terms of their employment with CCSA. The authority to make offers of employment resides solely with the CEO, or his/her delegate in consultation with the Board. The Board of CCSA, through the President, makes the offer of employment to the CEO.

10. INDUCTION

- 10.1. CCSA will ensure that new employees are welcomed and made fully aware of the organisational structure, policies and procedures within the first two weeks of employment.

11. HOURS OF WORK

- 11.1. Flexible working hours may apply at CCSA within the framework of a 7.6 hour working day and a 38 hour working week. Any requests for flexible working hours should be raised with the relevant Line Manager. Subject to organisational needs, permission to participate in a flexible work arrangement will not be unreasonably withheld.
- 11.2. The ordinary hours of work for a part-time employee, once agreed, may be varied to accommodate the requirements of work or exceptional circumstances, after discussion between the parties.

12. PROBATIONARY EMPLOYMENT PERIOD

- 12.1. A three-month probationary period shall apply to all fixed-term contracts greater than six months and all ongoing positions. During this period the employee will be provided with regular feedback from their Line Manager. At the end of the probationary period, the Line Manager will undertake a probationary review and make a recommendation to the CEO about continuing employment.
- 12.2. If there are perceived performance problems at any stage during the probationary period, the Line Manager will immediately raise these with the employee and will assist with remedial strategies. In such circumstances and at the discretion of the CEO, a further probationary period of up to three months may be offered, subject to the agreement of the employee concerned.
- 12.3. Upon satisfactory completion of the probationary period, the employee will have his/her ongoing employment confirmed in writing.
- 12.4. If an employee is deemed unsuitable for a position for reasons of performance or conduct, either party may terminate the probationary period by giving two weeks notice. Payment may be made in lieu of notice.

13. CONVERSION OF CASUAL EMPLOYMENT STATUS

- 13.1. A casual employee who has been employed by CCSA for a continuous period of at least 12 months on a regular and systematic basis and whose employment is consistent with full-time

or part-time work as defined by this Agreement, will thereafter have the right to elect to have his or her employment converted to full-time or part-time employment as defined by this Agreement.

- 13.2. CCSA will give the employee notice in writing of the above provisions within four weeks of the employee attaining 12 months continuous service and the employee who does not elect to convert his or her employment to full or part-time employment within four weeks of receiving written notice will be deemed to have elected against any such conversion.
- 13.3. Upon receipt of the notice the employee may at any time thereafter give four weeks notice in writing to CCSA that he or she seeks to elect to convert his or her employment to full-time or part-time employment, and within four weeks of receiving such notice CCSA must consent to or refuse the election, giving full reasons for refusal.
- 13.4. CCSA may not unreasonably refuse a request under this clause. Any dispute about a refusal of an election to convert to full-time or part-time employment will be dealt with in accordance with Clause 36 (*Dispute Settling Procedure*).
- 13.5. CCSA must not engage or re-engage, or dismiss or threaten to dismiss, or prejudice or threaten to prejudice an employee in employment to avoid any obligation under this clause.
- 13.6. Where an employee converts from casual employment to full-time or part-time employment, the employee's service for the purposes of leave entitlements (other than Long Service Leave) will be calculated from the commencement of part-time or full-time employment.
- 13.7. Where an employee converts from casual employment to full-time or part-time employment under this clause, the employee's previous service as a casual employee, to the extent that employment was:
 - on a regular and systematic basis for several periods of employment or
 - on a regular and systematic basis for an ongoing period of employment and
 - was consistent with full-time or part-time employment as defined in this Agreement,will constitute part of the period of continuous service pursuant to Clause 37 (*Termination of Employment*) and Clause 38 (*Redundancy*), and be counted for the purposes of those clauses.

14. PAYMENT OF WAGES

- 14.1. Unless there is an express contract to the contrary, wages must be paid fortnightly. The payday selected, once agreed, must not be changed without the agreement of a majority of the employees.
- 14.2. CCSA will furnish to each employee a written or electronic statement or show in the time book or payroll at the time when wages are paid, particulars as follows:
 - gross earnings of wages including other earnings
 - the amount deducted for taxation purposes
 - particulars of other deductions
 - the net amount paid
 - the number of hours worked during that pay period and the hourly or fortnightly rate of pay
 - year to date earnings
 - Annual Leave entitlements.
- 14.3. Upon termination of the employment, wages due to an employee must be paid to or forwarded to the employee by post or electronic means within the next working week of such termination.

15. RATES OF PAY

- 15.1. Salary levels will be paid in accordance with the provisions of Clause 42.

16. DUTIES WITHIN SKILL, COMPETENCY AND TRAINING

- 16.1. CCSA may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- 16.2. CCSA may direct an employee to carry out such duties and use the equipment as may be required provided that the employee has been properly trained in the use of the equipment.
- 16.3. Any direction issued by CCSA must be consistent with CCSA's responsibilities to provide a safe and healthy working environment.
- 16.4. At the conclusion of each twelve month period following the effective date of translation or entry into a level contained within Schedule 1, employees will be eligible for incremental progression within each salary level.
- 16.5. Hours taken as Long Service Leave will be counted for the purposes of this clause.

17. HIGHER DUTIES

- 17.1. An employee required by CCSA to perform all or substantially all the duties of a higher position for ten working days or more will be paid at the higher rate of pay appropriate to the position unless exceptional circumstances require that the CEO authorise higher duties remuneration for a lesser period.

18. MEAL BREAKS

- 18.1. An employee must not be required to work for more than five hours without a meal break. A meal break will be up to one hour but not less than half an hour.

19. SUPERANNUATION

- 19.1. The subject of superannuation is dealt with by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 19.2. CCSA will ensure an employee is a member of a fund during the employee's period of employment.
- 19.3. CCSA will make contributions for an employee in accordance with the legislative requirements. These contributions will be based on the employee's ordinary time earnings.

20. TIME OFF IN LIEU OF OVERTIME (TOIL)

- 20.1. If the employer and the employee agree, time off may be granted in lieu of payment for overtime on an hour for hour basis.

- 20.2. Time off in lieu (TOIL) accrued under this clause should be taken as soon as practicable provided that where this is not possible, the amount of TOIL accrued (with approval from the employee's Line Manager), shall not exceed 38 hours (one week) in total. To assist in keeping track of TOIL, employees are required to keep timesheets and regularly submit them to their Line Manager.
- 20.3. Where an employee has accumulated 38 hours TOIL, the employee by mutual agreement with the employer may take such time off in conjunction with current Annual Leave credits or may, at the discretion of the employer, be paid for such time at the rate of 100%. Where the time off in lieu is taken in conjunction with the current Annual Leave credit, such time off will not be subject to Annual Leave loading.
- 20.4. It is important for employees to recognise that TOIL is granted at the discretion of the organisation and it is therefore important that employees liaise with their Line Managers if they anticipate they will be undertaking overtime on a regular basis.
- 20.5. All time taken as TOIL must be authorised by an employee's Line Manager via the appropriate leave form.
- 20.6. Prior to December 31 2008, a policy regarding the management of TOIL will be developed in accordance with clause 34 (Workplace Consultation) of this Agreement.

21. PERFORMANCE APPRAISAL

- 21.1. An employee's Line Manager will conduct an annual performance appraisal with each employee. Records of the appraisal will be maintained in confidential files.
- 21.2. The Line Manager will discuss the career aspirations of the employee, training and/or development options and any agreed capacity for job enhancement or redesign.
- 21.3. An evaluation summary and review shall contain a Line Manager's summary and employee comments.

22. OUTSIDE EMPLOYMENT

- 22.1. Employees are required to seek approval from the CEO regarding employment in addition to their role at CCSA to ensure there is no conflict of interest. Such approval will not be unreasonably withheld.

23. PUBLIC HOLIDAYS

- 23.1. This agreement recognises the following public holidays:
 - New Year's Day
 - Australia Day
 - Good Friday
 - the day after Good Friday
 - Easter Monday
 - Anzac Day
 - Adelaide Cup Day
 - Queen's Birthday
 - Labour Day
 - Christmas Day
 - Proclamation Day and

- any other day which by proclamation or Act of Parliament may be declared a public holiday (except a Sunday) or any other day which may be substituted for any such day, in any locality within the State of South Australia.

23.2. All full-time employees are entitled to leave at the ordinary rate of pay on public holidays which otherwise would have been working days. Part-time employees will be entitled to public holidays on a pro-rata basis in accordance with the number of days per week worked, irrespective of which days the employee is contracted to work. Prior to December 31 2008, a policy regarding the management of Public Holidays will be developed in accordance with clause 34 (Workplace Consultation) of this Agreement.

23.3. Where a public holiday falls on an employee's normal working day during a period when an employee is on Annual Leave, the period of Annual Leave will be extended accordingly.

23.4. A casual employee who works on a public holiday will be paid at the rate of 250% of the rate prescribed in Schedule 1 for the time worked, which is inclusive of the 20% casual loading.

24. ANNUAL LEAVE

24.1. Annual Leave should be taken by mutual consent so that there is minimal interruption to work schedules. A leave form shall be completed and authorised by an employee's Line Manager before any Annual Leave is taken.

24.2. Employees are encouraged to take the Annual Leave owing following the completion of the year in which leave credits are accrued.

24.3. An employee (other than a casual employee) is entitled to four weeks Annual Leave with pay for each completed year of continuous service, accrued at the rate of 12.67 hours for each completed month.

24.4. Part-time employees will be allowed Annual Leave of four weeks per annum on a pro-rata basis.

24.5. While on Annual Leave, each employee will be paid their normal rate of pay, plus a leave loading of 17.5%. An employee may elect to be paid at the commencement of the leave period.

24.6. Upon termination or resignation, an employee will be paid pro-rata leave at the rate of 1/12th of the Annual Leave for each completed month of service for which Annual Leave has accrued, together with annual leave loading for that period

24.7. CCSA may allow Annual Leave to an employee before it has accrued. Where leave is taken in such case, a further period of Annual Leave will not commence to accrue until after the expiration of the period in respect of which Annual Leave had been taken before it accrued.

24.8. Where an employee has been granted Annual Leave in advance of the earning entitlement and their employment is terminated, CCSA is entitled to deduct from any remuneration payable on termination the amount of Annual Leave paid in advance.

25. PERSONAL LEAVE

25.1. An employee is entitled to a total of 15 days paid Personal Leave for each completed year of continuous service.

25.2. **Sick Leave**

- 25.2.1. An employee (other than a casual employee) who has a Personal Leave credit is entitled to take Personal Leave if the employee is too sick to work. An employee on Annual Leave is entitled to take Personal Leave if the person is too sick to work for a period of at least 3 days. Personal Leave so taken does not count as Annual Leave.
- 25.2.2. Up to three days Personal Leave absences may occur without the production of a medical certificate provided that the employer may require other reasonable evidence justifying such absences.
- 25.2.3. The employee is entitled to payment at the employee's ordinary rate of pay for the period of Personal Leave.

25.3. **Personal Leave to Care for a Family Member**

- 25.3.1. An employee (other than a casual employee) who has responsibility to care for and support a member of the employee's family due to personal injury or illness, is entitled to up to 15 days or 114 hours, deducted from their Personal Leave credit in any completed year of continuous service (pro-rata for part-time employees) to provide care and support for such persons.
- 25.3.2. An employee may access an additional amount of their accrued Personal Leave to care for a member of their family by approval of the CEO.
- 25.3.3. The entitlement to use Personal Leave to care for a family member is subject to the employee being responsible for the care of the person concerned.
- 25.3.4. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 25.3.5. The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

Unpaid Personal Leave to Care for a Family Member

- 25.3.6. Where an employee has exhausted all paid Personal Leave entitlements, an employee may elect, with the consent of the CEO, to take unpaid leave for the purpose of providing care to a family member who is ill or who requires care due to an unexpected emergency.
- 25.3.7. The employer and the CEO shall agree upon the period of Unpaid Personal Leave to Care for a Family Member.
- 25.3.8. In the absence of agreement between the CEO and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

Single day absences

25.3.9. Single day absences, to a maximum of 15 days, may be taken from Annual Leave for Personal Leave to Care for a Family Member.

Casual employees' caring responsibilities

25.3.10. Casual employees are not entitled to paid Personal Leave but subject to the notice and evidentiary requirements of Personal Leave clause, casuals are entitled to not be available to attend work, or to leave work:

- to care for a member of their family who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child; or
- upon the death of a family member.

25.3.11. The period for which the employee will be entitled to not be available to attend work for each occasion is:

- the period agreed upon between the employer and the employee or
- up to 48 hours (or 2 days) per occasion.

25.3.12. CCSA must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25.3.13. This clause does not intend to alter the nature of casual employment and is without prejudice to any party's argument about the nature of casual employment.

25.4. **Bereavement Leave**

25.4.1. An employee is entitled, on reasonable notice, to use Personal Leave up to and including the day of the funeral of a family member or personal friend. Proof of death must be furnished by the employee if requested.

25.4.2. An employee may take unpaid Bereavement Leave by agreement with the employer.

26. PARENTAL LEAVE

26.1. A female employee who is expecting a child and has at least twelve months continuous service shall be entitled to up to 52 weeks of Parental Leave as follows:

- Leave on full pay for a continuous period of:
 - 6 weeks in the period 1 July 2007 to 30 June 2008 or
 - 8 weeks from 1 July 2008
 - If an entitlement under this provision falls within both of the periods above, the leave will be averaged accordingly
- Additional leave without pay to bring the leave up to a total continuous period of 52 weeks
- Further unpaid leave may be made available through negotiation and
- Immediately following the birth of the child, a period of 6 weeks compulsory leave, unless the employee provides a medical certificate stating she is fit to work on her normal duties.

26.2. An employee whose partner is expecting a child and has at least twelve months continuous service shall be entitled to Parental Leave as follows:

- Leave without pay for a continuous period up to 52 weeks
- Further unpaid leave as made available through negotiation.

- 26.3. An employee who has less than 12 months continuous service shall receive the entitlements provided for in 26.2 above on a pro-rata basis.
- 26.4. The employee shall provide CCSA with written notice of his/her intention to commence leave not less than 4 weeks preceding the date she/he proposes to commence the leave and in the notice, state the anticipated period of leave to be taken.
- 26.5. An employee may lengthen the period of leave once by giving CCSA not less than 14 days notice in writing stating the period by which the leave is to be lengthened. The period of leave may be shortened or lengthened by agreement between the employee and CCSA.
- 26.6. An employee on Parental Leave is entitled to use accumulated Annual Leave or Long Service Leave credits during any period of the leave that is without pay.
- 26.7. An employee on Parental Leave, during any period of the leave that is without pay, is only entitled to use paid Personal Leave where they contract an illness other than the normal consequences of the pregnancy or birth. The employee shall then be entitled, either in lieu of or in addition to Parental Leave, to be placed on Personal Leave upon production of a medical certificate to the employer.
- 26.8. An employee whose pregnancy having proceeded for a period of not less than 25 weeks terminates by miscarriage or results in a stillborn child shall be entitled to Personal Leave or such leave without pay as prescribed by a registered medical practitioner up to a maximum period of 6 months.

Communication during Parental Leave

- 26.9. Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, CCSA shall take reasonable steps to:
 - Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave and
 - Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave.
- 26.10. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of Parental Leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 26.11. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with this clause.

Return to Work

- 26.12. An employee who returns to work after the completion of a period of Parental Leave is entitled to the position which she/he held immediately before commencing such leave.
- 26.13. In the event that the position they occupied immediately prior to such absence is not available due to reorganisation of the work unit, they shall be appointed to a position equivalent in status and salary scale to the position formerly occupied. Where an employee is employed on a fixed-term contract, the provision of this clause shall only apply for the term of the contract.

- 26.14. An employee on Parental Leave shall confirm her/his intention to return to work by providing written notice to the employer not less than 4 weeks prior to the expiration of Parental Leave. Upon her/his return to work the employee shall be entitled to resume work on her/his pre-leave classification, time fraction and salary with duties commensurate with her/his qualifications, skills and experience which are as far as practicable similar to those she/he performed prior to the taking of Parental Leave.
- 26.15. Parental Leave shall not break the continuity of service with the employer.
- 26.16. An employee on Parental Leave may terminate their employment at any time during the period of leave by giving the required notice.
- 26.17. An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on Parental Leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

Replacement employees

- 26.18. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.
- 26.19. Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Adoption Leave

- 26.20. An employee who submits satisfactory evidence of being an approved applicant for adoption of a child under the age of 7 years at the date of placement of that child shall be entitled to the same provisions as apply in Parental Leave specified in this clause. Where a child aged 7 and over is adopted, leave can be negotiated on an individual basis.

27. CHRISTMAS LEAVE

- 27.1. Employees are entitled to three days paid leave (pro-rata for part-time employees) during the office shut-down week between Christmas and New Year. This amount will not be deducted from accrued Annual Leave.

28. STUDY LEAVE

- 28.1. CCSA recognises that ongoing education is an important factor in the development of individual employees and in the building of an effective work team.
- 28.2. Employees are encouraged to take an active interest in identifying their personal development and training needs and communicating these to their Line Managers. Training is a topic that will be discussed in all performance appraisals.
- 28.3. An employee shall be granted a maximum of four hours leave per week to a maximum of 96 hours in any one year on full pay to attend examinations, course of study and/or conferences, provided that the examinations, course of study and/or conferences are undertaken with the knowledge and approval of the employer, and are relevant to the employee's job function.
- 28.4. Whilst an application for study leave shall not be unreasonably withheld, there should not be conflict between the employee's project/position needs, organisational needs and the proposed course of study.

28.5. Leave to attend examinations, course of study and/or conferences under this clause does not accrue if not taken and will not carry over to the following year.

28.6. All training is subject to budget considerations.

29. LONG SERVICE LEAVE

29.1. All employees, including full-time, part-time, fixed-term and casual workers have an entitlement to Long Service Leave based on continuous service. An employee who has ten years or more of completed, continuous service is entitled to 13 weeks leave in respect of the first ten years of service, then 1.3 weeks leave in respect of each subsequent year of service.

29.2. All other Long Service Leave entitlements will be subject to the *Long Service Leave Act 1987*.

30. JURY LEAVE

30.1. An employee required to attend jury service during ordinary hours will be paid the difference between the ordinary wage rate and the payment for jury service.

30.2. An employee will notify the CEO as soon as possible of the date upon which they are required to attend for jury service. The employee will give the CEO proof of attendance at the court, the duration of such attendance and the amount received in respect to such jury service.

30.3. Entitlement to jury service pay will not jeopardise any other entitlement.

31. OTHER LEAVE

31.1. The organisation recognises that employees will sometimes need leave of absence for various reasons. Applications for unpaid leave will be considered. Unpaid leave will only be granted subject to the CEO's approval, on the recommendation of the employee's Line Manager.

32. TRAVELLING AND MOTOR VEHICLE ALLOWANCE

32.1. CCSA will reimburse the employee per kilometre travelled at the rate provided for in the Social & Community Services Award

32.2. An employee required to travel by other means in connection with the employee's work will be reimbursed all reasonable travelling expenses so incurred, provided that, where an employee is required to travel by air transport, CCSA will provide a return economy class air fare to the employee prior to departure.

32.3. An employee required to travel intra or interstate on official business will be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of costs so incurred is to be provided by the employee to their employer.

33. COMMUNICATION TECHNOLOGY

33.1. CCSA will reimburse the employee for the cost of communication technology necessarily incurred as a result of their employment, subject to prior agreement with the CEO.

33.2. An employee directed by CCSA to install communication technology at their home to enable contact by CCSA, other employees or the public; or for business purposes, shall be reimbursed the cost of installation.

34. WORKPLACE CONSULTATION

- 34.1. CCSA employees and CCSA will establish a mechanism and procedures that enables them to communicate and consult about matters arising out of this Agreement or other matters which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.
- 34.2. Consultation is a mechanism through which employees can be involved in and positively contribute towards management's decision-making process. It is encouraged that all decisions should be reached through consultation but managerial prerogative is acknowledged.
- 34.3. In circumstances where agreement cannot be reached, parties can exercise their rights pursuant to Clause 36 (Dispute Resolution Procedure).

35. INTRODUCTION OF CHANGE

Notification of intended changes

- 35.1. CCSA is committed to direct consultation with staff where it proposes to implement significant changes in work activities.
- 35.2. Where CCSA has made a decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, CCSA must as soon as practicable notify the employees, and where requested their representative/s, who may be affected by the proposed changes. Such notification should be in writing and in sufficient detail to enable the employees to fully understand the potential consequences.
- 35.3. Significant effects include:
 - Termination of employment
 - Major changes in the composition, operation or size of CCSA 's workforce or in the skills required
 - The elimination or diminution of job opportunities, promotion opportunities or job tenure
 - The alteration of hours of work
 - The need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

36. DISPUTE RESOLUTION PROCEDURES

36.1. *Application of Clause*

- 36.1.1. This dispute clause applies where:
 - Any dispute arises out of a matter dealt with by this Agreement and/or
 - A personal grievance is notified by an employee.
- 36.1.2. A personal grievance occurs when an employee makes a complaint about a decision or act of CCSA, on the basis that the decision or act will have an adverse affect on their employment, except in relation to a decision on merit relating to selection and promotion.
- 36.1.3. An employee may be represented by a representative of their choice during stages 1 to 3 (inclusive) of the dispute resolution process.

36.2. **Stage 1**

- 36.2.1. All disputes shall be formally notified to the Chief Executive Officer in writing and in sufficient detail for the nature of the dispute to be identified.
- 36.2.2. As a first step the Chief Executive Officer (or nominee) will be responsible for investigating the facts of the dispute and shall attempt to resolve the dispute within five working days.
- 36.2.3. Where the dispute is in relation to Chief Executive Officer, then the matter will be handled by a nominee of the Board.

36.3. **Stage 2**

- 36.3.1. If a dispute remains unresolved, the Board shall be formally notified and a Dispute Committee shall be established within a further ten working days of such notification.
- 36.3.2. The Dispute Committee shall consist of:
 - One nominee of the Board and
 - One nominee (excluding a currently practising solicitor or barrister) determined by the employee and
 - One nominee agreed upon by the Board and the employee.
- 36.3.3. In the event of a dispute relating to a classification matter, the persons nominated to the Dispute Committee must have training and/or understanding in relation to classification matters.
- 36.3.4. An employee (or representative) involved in the dispute shall have the right to present their views to the Dispute Committee and the Committee shall attempt to resolve the dispute. In so doing, the Committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute, and may interview any person it thinks fit to establish the merits or facts of the particular case.
- 36.3.5. The Dispute Committee will advise the Board and the employee of its recommendation in relation to the dispute within five working days following the conclusion of a hearing.

36.4. **Stage 3**

- 36.4.1. If the dispute remains unresolved, the CCSA or the employee (or representative) who has notified the dispute may refer the matter to the Industrial Relations Commission of South Australia (IRC) for resolution.
- 36.4.2. The CCSA or employee who has notified the dispute may refer the dispute to the IRC without proceeding through stage 2 of this clause. .
- 36.4.3. An employee may submit the same complaint or grievance to another agreed external agency that is competent to handle such complaint or grievance.

36.5. **Status Quo**

- 36.5.1. The CCSA shall not, at any stage of the dispute resolution procedures, including referral of the matter to the IRC, move to restrict the employment continuity of the

employee in question or terminate, or allow to expire, the employment of an employee who is the subject of the dispute (except where the employee is on probation). In the case of a fixed-term contract, the employee shall have their contract period extended with no break in service to cover the entire period of the dispute resolution process and shall be deemed to be on leave without pay for the extended contract period.

- 36.5.2. Until a dispute has been resolved in accordance with this clause, CCSA shall not move to change those elements of work, staffing or the organisation of work which are the subject of the dispute, if, or to the extent that, the proposed change would deny the employee(s) concerned an appropriate remedy to the dispute, or in the case of the CCSA and the employee, take other action likely to exacerbate the dispute, except where, by agreement of the CCSA and the employee, an identifiable occupational health, safety and welfare risk requires otherwise.

37. TERMINATION OF EMPLOYMENT

- 37.1. All decisions to discipline and terminate the employment of an employee must be in accordance with this Agreement.

37.2. **Notice of termination of service by CCSA**

- 37.2.1. In order to terminate the employment of an employee, CCSA will give to the employee the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than three years	two weeks
More than three years but not more than five years	three weeks
More than five years	four weeks

- 37.2.2. In addition to the notice stated above, employees over forty-five years of age, at the time of giving the notice, with not less than two years continuous service, are entitled to additional notice of one week.

- 37.2.3. Payment at the ordinary rate of pay, in lieu of the notice prescribed above, must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 37.2.4. In calculating any payment in lieu of notice, CCSA must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

- 37.2.5. The period of notice in this clause will not apply in the case of:

- conduct which justifies dismissal
- casual employees
- employees engaged for a specific period of time.

37.3. **Notice of termination of service by an employee**

- 37.3.1. In order to terminate employment an employee must give CCSA two weeks notice.

37.4. **Time off during notice period**

- 37.4.1. Where CCSA has given notice of termination to an employee, the employee is entitled to up to one day of time off without loss of pay for the purpose of seeking

other employment. The time off may be taken at times that are convenient to the employee, after consultation with CCSA.

37.5. Statement of employment

37.5.1. At the employee's request, CCSA must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification and type of work performed by the employee.

37.6. Payment in lieu

37.6.1. If CCSA makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with CCSA for the purpose of computing any service related entitlement of the employee.

38. REDUNDANCY

38.1. Definitions

38.1.1. Redundancy in this clause means the loss of employment due to CCSA no longer requiring the job the employee has been doing to be performed by anyone, and redundant has a corresponding meaning.

38.1.2. Week's pay means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:

- fares and travelling time allowances
- bonuses and
- any other ancillary payments of a like nature.

38.2. Exclusions

38.2.1. The general obligation of CCSA is to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

38.2.2. This clause does not apply where employment is terminated as a consequence of conduct that justifies dismissal in accordance with the provisions of this Agreement, or in the case of casual employees or employees engaged for a specific period of time.

38.3. Discussions before termination

38.3.1. Where CCSA has made a firm decision that it no longer requires the job the employee/s has been doing, and that decision may lead to termination of employment, CCSA must have discussions, as soon as practicable, with the employee/s directly affected and with the Union. Discussions must include:

- the reasons for the proposed termination/s;
- measures to avoid or minimise the termination/s; and
- measures to mitigate the adverse effects of a termination/s on the employee/s concerned.

38.3.2. For the purpose of such discussion CCSA must, as soon as practicable, provide in writing to the employee/s concerned and the Union, all relevant information about the proposed termination/s, including:

- the reasons for the proposed termination/s;
- the number and categories of employees likely to be affected;
- the number of workers normally employed; and
- the period over which terminations are likely to be carried out.

38.3.3. The employer is not required to disclose confidential information the disclosure of which, when looked at objectively, would be against CCSA 's interests.

38.4. *Period of notice of termination on redundancy*

38.4.1. If the services of an employee are to be terminated due to redundancy, the employee must be given notice of termination as prescribed by Clause 37.2 (*Notice of Termination*).

38.4.2. Should CCSA fail to give notice of termination in accordance with the provisions of this Agreement, CCSA must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given.

38.5. *Time off during notice period*

38.5.1. During the period of notice of termination given by CCSA an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

38.6. *Notification to Centrelink*

38.6.1. Where a decision has been made to terminate the employment of an employee/s on account of redundancy, CCSA must notify Centrelink accordingly as soon as possible, giving relevant information including:

- a written statement of the reason/s for the termination/s;
- the number and categories of the employees likely to be affected; and
- the period over which the termination/s are intended to be carried out.

38.7. *Severance pay*

38.7.1. Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed under the Termination clauses of this Agreement.

38.7.2. A CCSA employee whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	2 weeks pay
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and over	12 weeks pay

38.7.3. In addition to the above severance pay, an employee with not less than ten years continuous service, who is over the age of 45 years, is entitled to an additional four weeks severance pay.

Incapacity to pay

38.7.4. The Commission may vary the severance pay prescription on the basis of CCSA's incapacity to pay. An application for variation may be made by CCSA.

Alternative employment

38.7.5. CCSA may make application to the Commission to have the severance pay prescription varied if CCSA obtains acceptable alternative employment for an employee.

38.8. **Written notice**

38.8.1. CCSA must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- The date and time of the proposed termination of the employee's employment
- Details of the monetary entitlements of the employee upon the termination of the employee's employment, including the manner and method by which those entitlements have been calculated
- Advice as to the entitlement of the employee to assistance from CCSA, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment
- Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

38.9. **Transfer to lower paid duties**

38.9.1. Where an employee whose job has become redundant accepts an offer of alternative work by CCSA, the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. CCSA may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

38.10. **Employee leaving during notice**

38.10.1. An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with CCSA until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

39. DISCIPLINARY PROCEDURES

39.1. These procedures do not apply to casual employees and employees serving a probationary period. Disciplinary action may only be taken by the CEO and in accordance with the provisions of this Agreement.

- 39.2. Disciplinary action may only be taken to discipline an employee for unacceptable performance, misconduct or serious misconduct and means:
- Formal censure or counselling and/or
 - Withholding of an increment or
 - Demotion by one or more increments or
 - Demotion by one or more classification levels or
 - Termination of employment (for serious and wilful misconduct or the result of a finding of unacceptable performance following the completion of the process as set out in clause 40 below).
- 39.3. The CCSA and employee may agree to undertake an alternative process in lieu of clauses 40 and 41. Any such agreement will be in writing.

40. DISCIPLINARY ACTION FOR UNACCEPTABLE PERFORMANCE

- 40.1. An employee's performance may be considered by their Line Manager to be unacceptable when:
- The employee has refused to participate in a performance appraisal process or
 - Their performance remains unsatisfactory following the completion of a reasonable period of performance appraisal or
 - The performance of their duties is so deficient as to constitute an unacceptable risk to the employee or other employees or other members of the CCSA, or to the reputation of the CCSA.
- 40.2. Where a Line Manager, following a reasonable period of performance management conducted in accordance with the performance appraisal provisions of this Agreement, is of the view that the performance of an employee has become unacceptable, they shall counsel the employee on the nature of improvement required and the time within which reasonable improvement can be expected. A record of the counsel given shall be kept and a copy supplied to the employee concerned.
- 40.3. Where a Line Manager believes that counselling has not produced the desired improvements in performance, the Line Manager shall make a formal report to the CEO that the performance of an employee is unacceptable. Such a report shall state clearly the aspects of performance seen as unacceptable and the record of attempts to remedy the problem. The Line Manager shall provide the employee with a copy of the report at the time it is submitted. The employee shall be entitled to ten working days to submit to the CEO a written response to the Line Manager's report.
- 40.4. Upon receipt of the Line Manager's report and any written response from the employee, the CEO shall first satisfy his/herself that the procedures set out in clauses 40.1, 40.2 and 40.3 have first been completed.
- 40.5. The CEO may then decide to:
- take no further action
 - refer the matter back to the Line Manager for a further period of performance appraisal
 - recommend disciplinary action, as defined in clause 39 (*Disciplinary Procedures*).
- 40.6. The CEO shall advise the employee in writing of any decision made in accordance with clause 39 (*Disciplinary Procedures*) and such a decision shall take effect no earlier than five working days from the receipt of the CEO's written advice.

- 40.7. If within five working days of the written advice referred to in sub clause 40.6, the CEO receives from the employee a written request for a review of the decision, the CEO shall refer the matter to a Dispute Committee in accordance with clause 36 (*Dispute Resolution Procedure*). The Dispute Committee's powers shall be the same as those set out in sub clause 41.3.7.
- 40.8. On receipt of the report of the Dispute Committee, and having considered its findings on the facts related to the alleged unsatisfactory performance, the CEO may take disciplinary action.
- 40.9. Nothing in this clause prevents the CEO or CEO's nominee on his or her own motion referring a question of possible unacceptable performance to a Line Manager for appropriate action.

41. MISCONDUCT/SERIOUS MISCONDUCT

41.1. **Misconduct**

- 41.1.1. For the purposes of this clause, misconduct occurs when an employee breaches their obligations under their contract of employment. Examples of misconduct include but are not limited to:
- Significant breaches of policies, codes of conduct and other reasonable instructions
 - Wilful unauthorised absence from duty
 - Inappropriate use of CCSA property and facilities.

41.2. **Serious Misconduct**

- 41.2.1. Serious misconduct is behaviour by an employee that causes serious detriment to the CCSA or serious risk to:
- The health or safety of an employee, student, other member of the CCSA or visitor to the CCSA and/or
 - The reputation of the CCSA.
- Examples of serious misconduct include but are not limited to:
- Threatened or actual assault of another employee, student or member of the public
 - Serious conflict of interest
 - Acts of dishonesty in relation to CCSA property and facilities i.e. misappropriation or repeated damage or misuse of CCSA property or facilities
 - Serious or repeated bullying, abuse or sexual harassment of another employee or member of the public
 - Serious failure to observe occupational, health, safety and welfare policies, instructions and requirements
 - Refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

41.3. **Disciplinary Action for Misconduct/Serious Misconduct**

- 41.3.1. Before the CEO takes disciplinary action against an employee for reasons amounting to misconduct or serious misconduct, the CEO or nominee must take the steps in this clause, except that, where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unacceptable performance under clause 40, the procedures of this clause are not required, but the provisions of clause 40 including notice periods and review procedures must be followed.

- 41.3.2. Any allegation of misconduct/serious misconduct shall be considered by the CEO. If the CEO believes such allegations warrant further investigation he/she shall:
- notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations, and to properly consider and respond to them
 - require the employee to submit a written response within ten working days.
 - The CEO may suspend the employee on full pay at the time of notifying in accordance with the previous paragraph.
- 41.3.3. If the allegations are denied by the employee and the CEO is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- 41.3.4. If the allegations are admitted in full by the employee and the CEO is of the view that the conduct amounts to misconduct or serious misconduct, the CEO shall advise the employee in writing of the operative date and type of disciplinary action.
- 41.3.5. If the allegation is denied in part or in full or if the employee has not responded to the allegations, the CEO shall refer the matter to a Dispute Committee in accordance with clause 36 (*Dispute Resolution Procedure*), unless he/she decides to take no further action. The CEO may counsel or censure the employee for unacceptable behaviour and take no other action.
- 41.3.6. During any period of suspension the employee may be excluded from the CCSA work premises, provided that he or she shall be permitted reasonable access to the CCSA work premises for the preparation of his or her case and to collect personal property.
- 41.3.7. A Dispute Committee convened under sub clause 41.3.5 shall act in such a way as to ensure that fairness, natural justice and due process are observed and practised. This shall include, but not be limited to, providing the opportunity for the employee to be heard; to be given adequate opportunity to answer findings or allegations; to be represented in proceedings of the committee; to present and challenge evidence; and to make submissions. Proceedings shall be conducted on camera unless otherwise agreed between the employee and the CCSA. The committee shall keep a tape record of the proceedings, but not its own deliberations, which shall be available on request to either the CCSA or employee. The committee may interview any person it thinks fit, in the presence of the employee and advocate, in order to establish the merits of the case or facts of the matter under dispute.
- 41.3.8. On receipt of the report of the Dispute Committee, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the CEO may take disciplinary action.
- 41.3.9. Where an employee has been suspended without pay pending the decision of the CEO, then any lost income shall be reimbursed if there was no serious misconduct.
- 41.3.10. If having considered the Committee's findings on the facts relating to the alleged misconduct or serious misconduct, the CEO is of the view that there has been no misconduct or serious misconduct, he/she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

42. SALARY INCREASES

The following salary increases shall apply as a minimum:

- 42.1 This agreement acknowledges that the employer has paid two salary increases (3% paid from July 2006 and 2% paid from July 2007) in addition to increases provided for in the Award. The attached salary schedule incorporates these increases in the column headed 'current salary rates'.
- 42.2 From the first full pay period on or after 23 July 2008, employees shall receive a further salary increase comprised of the following:
- The ABS All Groups Consumer Price Index for the twelve months to March 2008, plus
 - Two percent (2%)
- 42.3 From the first full pay period on or after 23 July 2009 employees shall receive a further pay increase based on the ABS All Groups Consumer Price Index for the twelve months to March 2009.
- 42.4 Current salary rates and salary rates applying as of 23 July 2008 is attached as Appendix 1.

43. PERFORMANCE APPRAISAL PROCESS

An agreed Performance Appraisal Process shall be developed by the parties during the life of this agreement.

44. TRADE UNION TRAINING LEAVE

- 44.1. Subject to the conditions of this clause, employees who are members of the Union will be entitled to leave to attend trade union training courses conducted or sponsored by the Union.
- 44.2. No employer will be required to grant more than ten working days in two calendar years to eligible employees at any one establishment to be calculated from the date leave is first granted.
- 44.3. CCSA will not be required to grant such leave unless it employs five or more equivalent full-time employees. To establish the number of equivalent full-time employees, the total paid hours per week of employees covered by this Award will be divided by thirty-eight.
- 44.4. Despite the above, if CCSA employs less than five equivalent full-time employees, it will grant a maximum of five normal working days leave per workforce per annum.
- 44.5. Leave granted pursuant to this clause will be subject to the following conditions:
- CCSA should be advised and consulted as to the nature and content of the course to be attended
 - The scope, content and level of course for which leave is granted will be such as to contribute to a better understanding of industrial relations.
- 44.6. All applications for leave pursuant to this clause must be made in writing by the Union to CCSA stating the following details:
- the name of the employee seeking leave
 - the period of time for which leave is sought (including daily commencing and finishing times of the course)

- title description and agenda of the course or courses to be attended
 - the place or places where the said course will be held
 - the name of the person or organisation conducting the course or courses
 - a copy of the syllabus of the course to be attended if available.
- 44.7. Not less than four weeks notice will be given to CCSA.
- 44.8. An employee must complete a period of twelve months service with CCSA before becoming eligible for the leave.
- 44.9. The granting of such leave will be subject to CCSA being able to make adequate staffing arrangements during the period of such leave. However, CCSA must not use this paragraph to avoid his or her obligation under this clause.
- 44.10. At any one time, no more than one employee of CCSA will be on leave pursuant to this clause unless otherwise agreed.
- 44.11. An employee is not entitled to payment for attendance at such a course unless the employee would have otherwise been rostered to attend for work on the day concerned.
- 44.12. CCSA is not liable for any additional expense associated with an employee's attendance at a Trade Union course other than for the payment of the shift for such absence.
- 44.13. Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by CCSA because of reasons unforeseen at the time of granting the said leave, all time spent at the course prior to recall must be reinstated as if such leave was not taken.
- 44.14. Where an employee fails to attend the course for which leave has been granted by CCSA, the Union must notify CCSA as soon as possible of the non-attendance and the period thereof. CCSA will not be required to make payments for any period of leave granted unless the employee can substantiate that the failure to attend this course was due to illness. In this regard payment will be made in accordance with clause 25 (*Personal Leave*).
- 44.15. Upon request, an employee granted such leave must provide to CCSA a brief outline of the nature of the course and the employee's observation thereof.
- 44.16. Leave taken pursuant to this schedule will be counted as continuous service for all purposes of the Award and for the purpose of Long Service Leave entitlements.

SIGNATURES

Signed for and on behalf of the Conservation Council of SA Inc. by

Witness

Date ___/___/2008

Date ___/___/2008

Signed for and on behalf of the Amalgamated ASU (SA) State Union by Mr Andrew Dennard

Branch Secretary

Date ___/___/2008

Witness

Date ___/___/2008

SALARY SCHEDULE - Appendix 1 (page 1)

Classification Community Service Worker (as per Social and Community Services Award)	Current salary rates (SACS rate plus 3%) Operative Date: 1 October 2007		Year 2008/2009 (Current rate plus CPI plus 2%) Operative Date: First full pay period on or after 23 July 2008		Year 2009/2010 (2008/09 rate plus CPI plus 2%) Operative date: First full pay period on or after 23 July 2009					
	Rate per annum	Rate per hour	Rate per annum	Rate per hour	Rate per annum	Rate per hour				
Level 1	To be determined when CPI released in Apr 09									
Year 1							\$30,755	\$15.81	\$32,688	\$16.80
Year 2							\$31,421	\$16.16	\$33,396	\$17.18
Year 3							\$32,380	\$16.65	\$34,415	\$17.70
Year 4							\$33,098	\$17.02	\$35,178	\$18.09
Level 2										
Year 1							\$34,199	\$17.59	\$36,348	\$18.70
Year 2							\$35,473	\$18.24	\$37,702	\$19.39
Year 3							\$36,333	\$18.68	\$38,616	\$19.85
Year 4							\$37,454	\$19.26	\$39,808	\$20.47
Level 3										
Year 1							\$38,278	\$19.69	\$40,683	\$20.93
Year 2							\$39,149	\$20.13	\$41,609	\$21.39
Year 3	\$40,838	\$21.00	\$43,404	\$22.32						
Level 4										
Year 1							\$42,528	\$21.87	\$45,201	\$23.24
Year 2							\$44,110	\$22.68	\$46,882	\$24.11
Year 3	\$45,692	\$23.50	\$48,563	\$24.98						
Level 5										
Year 1							\$47,288	\$24.32	\$50,260	\$25.85
Year 2							\$48,366	\$24.87	\$51,405	\$26.43
Year 3	\$50,126	\$25.78	\$53,276	\$27.40						
Level 6										
Year 1							\$52,367	\$26.93	\$55,658	\$28.62
Year 2							\$53,487	\$27.51	\$56,848	\$29.24
Year 3	\$54,560	\$28.06	\$57,989	\$29.82						
Level 7										
Year 1							\$55,728	\$28.65	\$59,230	\$30.45
Year 2							\$56,848	\$29.23	\$60,420	\$31.07
Year 3	\$58,000	\$29.83	\$61,645	\$31.70						

Note: CPI increase is the ABS All Groups Consumer Price Index for the twelve months to March. For the year to 31 March 2008 the All Groups CPI was 4.2%

SALARY SCHEDULE – Appendix 1 (page 2)

Classification	Current salary rates (SACS rate plus 10%)		Year 2008/2009 (Current rate plus CPI)		Year 2009/2010 (2008/09 rate plus CPI) [CPI released in Apr 09]	
	Operative Date:		Operative Date:		Operative date:	
	1 October 2007		First full pay period on or after 23 July 2008		First full pay period on or after 23 July 2009	
	Rate per annum	Rate per hour	Rate per annum	Rate per hour	Rate per annum	Rate per hour
Community Service Worker (as per Social and Community Services Award)						
Level 5 Year 3	\$53,533	\$27.00	\$55,781	\$28.13	To be determined when CPI released in Apr 09	

Note: CPI increase is the ABS All Groups Consumer Price Index for the twelve months to March. For the year to 31 March 2008 the All Groups CPI was 4.2%

CCSA Staff included in this Grandparented schedule:

- Abley, Anthony
- Ball, Christopher
- Pickett, Marcus
- Stevens, Alys
- Vale, Timothy

