



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

ADELAIDE CEMETERIES AUTHORITY OFFICERS AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 – APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 TITLE

OPDATE 28:07:2011 on and from

This Award is known as the Adelaide Cemeteries Authority Officers Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 28:07:2011 on and from

1.2.1 By clause number

Clause no. Subject matter

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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 01:10:2019 on and from

- 1.3.1 This Award is binding upon the Chief Executive, Department of Treasury and Finance in respect to employees of the Adelaide Cemeteries Authority who are employed in the occupations in Schedules 1 and 2 of this Award.
- 1.3.2 This Award applies through the State of South Australia.

CLAUSE 1.4 COMMENCEMENT DATE AND DURATION

OPDATE 28:07:2011 on and from

This Award operates on and from 28 July 2011, and continues in force as amended from time to time until rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 01:10:2019 on and from

- 1.5.1 **Act** shall mean the *Fair Work Act 1994*.
- 1.5.2 **Award** shall mean the Adelaide Cemeteries Authority Officers Award.
- 1.5.3 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Award.
- 1.5.4 **Level** shall mean the classification Level under the General Officer structure except where the term is referred to under the Senior Officer structure.
- 1.5.5 **Officer** shall have the same meaning as **employee**.
- 1.5.6 **Tribunal** means the South Australian Employment Tribunal.
- 1.5.7 **Union** shall mean the Amalgamated ASU (SA) State Union (ASU).

PART 2 - AWARD FLEXIBILITY

CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 01:10:2019 on and from

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

- 2.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 2.1.2 For the purpose of the consultative process the employees may nominate the **Union** or another representative.
- 2.1.3 Where agreement is reached an application shall be made to the **Tribunal**.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 CONSULTATIVE MECHANISMS AND PROCEDURES

OPDATE 28:07:2011 on and from

The employer and employees and, if appropriate, an appropriate agent including the *Union*, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this Award which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

CLAUSE 3.2 DISPUTE SETTLING PROCEDURE

OPDATE 01:10:2019 on and from

3.2.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- 3.2.1.1 The employee and their supervisor meeting and conferring on the matter; and
- 3.2.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior level of management.
- 3.2.1.3 If the matter is still not resolved a discussion shall be held between representatives of the employer and the *Union* or other employee representative.
- 3.2.1.4 If the matter cannot be resolved it may be referred to the *Tribunal*.
- 3.2.1.5 An employee required to attend an Industrial Tribunal to take part in any industrial proceedings may be granted leave without or with pay for such purposes.
- 3.2.2 In order to facilitate the procedure in 3.2.1:
 - 3.2.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem;
 - 3.2.2.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
 - 3.2.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.
- 3.2.3 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 3.2.4 A workplace or employee representative who is required to assist in solving disputes shall be granted paid leave to undertake training for such purposes. Leave shall be granted provided that:
 - 3.2.4.1 the scope, content and level of courses are directed to the understanding and enhancement of dispute resolution procedures;
 - 3.2.4.2 the timing and duration is taken into consideration;
 - 3.2.4.3 the employer is able to make adequate operational arrangements during the period of such leave;

3.2.4.4 other similar leave is taken into consideration.

3.2.5 Redundancy disputes procedure

3.2.5.1 Clauses 3.2.5.2 and 3.2.5.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**).

3.2.5.2 Where a **redundancy dispute** arises, and if it has not already done so, an employer must provide affected employees and the relevant **union** or unions (if requested by any affected employee) in good time, with relevant information including:

- (a) the reasons for any proposed redundancy;
- (b) the number and categories of workers likely to be affected; and
- (c) the period over which any proposed redundancies are intended to be carried out.

3.2.5.3 Where a **redundancy dispute** arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

CLAUSE 3.3 BOARDS OF REFERENCE

OPDATE 01:10:2019 on and from

3.3.1 A Board of Reference shall be convened on the application of either an employee or the Adelaide Cemeteries Authority to deal with disputes over the correct Award classification of an employee covered by this Award, including eligibility for higher duty payments as provided for in clause 5.3.

3.3.2 The Board must apply the Award classification criteria in making a determination over any such disputes.

3.3.3 The Board shall be constituted by a Chairperson (the Deputy Industrial Registrar for South Australia, or his/her nominee), and two (2) other members, one on nomination by the employer and the other on nomination by the **Union** or the employee where the employee is not a **Union** member.

3.3.4 The employer and the employee may be represented before the Board of Reference.

3.3.5 The Board shall determine by majority decision any classification matter brought before it, and publish the reasons for its determination.

3.3.6 The employer or the employee or the relevant **Union** may appeal a Board determination to the **Commission** provided such appeal is lodged within twenty-one (21) days of the Board determination.

3.3.7 Nothing contained in this clause shall prevent the employer, the employee or the relevant **Union** from utilising the Dispute Settling Procedures in clause 3.2 of the Award to deal with classification disputes and directly making access to the **Commission** in lieu of an application to a Board of Reference.

CLAUSE 3.4 NOTICE BOARDS

OPDATE 28:07:2011 on and from

The employer shall permit a notice board to be erected at the workplace, or at each discrete part of the workplace, to facilitate communication between the employees and/or their *Union*.

CLAUSE 3.5 AWARD ACCESS

OPDATE 28:07:2011 on and from

The employer shall provide a current copy of this Award in an accessible place for the perusal by employees in respect to salaries, classification criteria and conditions of service relating to their employment.

PART 4 – EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENTS

CLAUSE 4.1 EMPLOYMENT CATEGORIES

OPDATE 01:10:2019 on and from

4.1.1 Appointment and probation

- 4.1.1.1 All employees shall be on probation for a term of three months from initial engagement with the employer.
- 4.1.1.2 At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 4.1.1.3 In the light of the assessment the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
- 4.1.1.4 Should the probationary period be extended beyond three months, regular monthly assessments shall be made.
- 4.1.1.5 In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

4.1.2 Casual employment

- 4.1.2.1 An employee engaged for a period of 800 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading of twenty-five per cent, in addition to the appropriate ordinary time hourly rate prescribed under the Award for the normal duties involved.
- 4.1.2.2 The loading in clause 4.1.2.1 compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 4.1.2.3 An employee, employed for more than 800 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. A written copy of any such mutual agreement shall be signed by the employer and employee.
- 4.1.2.4 A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under clause 6.1 of this Award. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the loading prescribed by clause 4.1.2.1.

4.1.2.5 Caring responsibilities

- 4.1.2.5(a) Subject to the evidentiary and notice requirements in 7.8.1.2 and 7.8.1.3(d) employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child, or upon the death in Australia of an immediate family or household member.
- 4.1.2.5(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 4.1.2.5(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4.1.3 **Part-time employment**

4.1.3.1 Any employee employed on less than the established full-time hours for the enterprise may be engaged as a part-time employee. The provisions of this Award shall apply on a pro-rata basis to any such employee.

4.1.3.2 Subject to the provisions of 4.1.3.3 overtime and penalty rates shall apply to a part-time employee in either of the following circumstances:

- (a) where work is performed outside of the ordinary span of hours set out in clause 6.1 of the Award;
- (b) where in any two month block, commencing at the beginning of any calendar year, the employee has worked sufficient additional hours to exceed the number of weekly hours for which the employee is contracted:

Contracted hrs (15 hrs per wk)	120 hrs per 2 months (calendar)
Actual hrs worked	<u>160</u> hrs over 2 months (calendar)
Additional hrs worked	<u>40</u> hrs (more than 15 hrs therefore overtime rates apply) minus
Ordinary time	<u>15</u> hrs 25 hrs @ appropriate overtime rates

4.1.3.3 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the employer. This provision applies to meet the short term requirements of either party or in respect of an increase or decrease in normal hours of duty.

4.1.3.4 A part-time employee shall be required to work the equivalent hours as a full-time employee works within a 12 month period in order to qualify for incremental progression within the classification **level**.

4.1.4 Fixed term employment

- 4.1.4.1 The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- 4.1.4.2 The employer may engage an employee in circumstances other than those provided for in 4.1.4.1 where the employee agrees to employment for a fixed term.
- 4.1.4.3 A written agreement setting out the terms and conditions of the contract including the nature of the duties and the Award classification shall be signed by the employer and the employee.
- 4.1.4.4 Upon appointing an employee on a fixed term contract, the employer shall notify the relevant **Union** forthwith as to:
- (a) The nature of the fixed term contract;
 - (b) The duration of the fixed term contract.

4.1.5 Trainees

Trainees (as defined) by the Declaration of the Minimum Standard for Remuneration pursuant to Section 69(3) of the *Fair Work Act 1994*, will be remunerated in accordance with that Standard as declared by the South Australian Employment Tribunal.

4.1.6 Workers eligible for a supported wage

Refer to Schedule 3.

CLAUSE 4.2 TERMINATION OF EMPLOYMENT

OPDATE 01:10:2019 on and from

4.2.1 Notice of termination by employer

- 4.2.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<i>Period of continuous service</i>	<i>Period of notice</i>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 4.2.1.2 In addition to the notice in 4.2.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years **continuous service**, are entitled to an additional week's notice.
- 4.2.1.3 Payment in lieu of the prescribed notice in 4.2.1.1 and 4.2.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

4.2.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

4.2.1.5 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

4.2.1.6 **Continuous service** is defined in clause 8.4.

4.2.2 **Notice of termination by an employee**

Any employee, other than a casual employee, desiring to terminate his/her employment shall give to the employer two weeks notice of his/her intention to do so, or in lieu thereof the employee shall forfeit two weeks salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.

4.2.3 **Job search entitlement**

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

4.2.4 **Transmission of business**

Where a business is transmitted from one employer to another, as set out in Clause 4.2.5 Redundancy, the period of **continuous service** that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittor and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of **continuous service** in respect of which notice has already been given or paid for.

4.2.5 **Redundancy**

4.2.5.1 **Definitions**

4.2.5.1(a) **Business** includes trade, process, business or occupation and includes part of any such business.

- 4.2.5.1(b) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 4.2.5.1(c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 4.2.5.1(d) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

4.2.5.2 **Transfer to lower paid duties**

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

4.2.5.3 **Severance pay**

- 4.2.5.3(a) An 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	Nil
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 less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Weeks' pay** is defined in 4.2.5.1.

- 4.2.5.3(b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 4.2.5.3(c) Continuity of service shall be calculated in the manner prescribed by clause 8.4.

- 4.2.5.3(d) Application may be made for variation of the severance pay provided for in this clause in a particular **redundancy** situation in accordance with the Redundancy Case Decision [PR032004, 26 March 2004] and the Redundancy Case Supplementary Decision [PR062004, 8 June 2004].

4.2.5.4 **Employee leaving during notice period**

An employee given notice of termination in circumstances of **redundancy** may terminate his/her employment during the period of notice set out in Clause 4.2.1 Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

4.2.5.5 **Alternative employment**

- 4.2.5.5(a) An employer, in a particular **redundancy** case, may make application to the **Tribunal** to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 4.2.5.5(b) This provision does not apply in circumstances involving **transmission** of **business** as set out in 4.2.5.7.

4.2.5.6 **Job search entitlement**

- 4.2.5.6(a) During the period of notice of termination given by the employer in accordance with 4.2.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.2.5.6(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 4.2.5.6(c) The job search entitlements under this subclause apply in lieu of the provisions of 4.2.3.

4.2.5.7 **Transmission of business**

- 4.2.5.7(a) The provisions of this clause are not applicable where a **business** is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:
- 4.2.5.7(a)(i) Where the employee accepts employment with the **transmittee** which recognises the period of **continuous service** which the employee had with the **transmittor** and any prior **transmittor** to be **continuous service** of the employee with the **transmittee**; or
- 4.2.5.7(a)(ii) Where the employee rejects an offer of employment with the **transmittee**:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the **transmittor**; and

- which recognises the period of **continuous service** which the employee had with the **transmittor** and any prior **transmittor** to be **continuous service** of the employee with the **transmittee**.

4.2.5.7(b) The **Tribunal** may vary 4.2.5.7(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

4.2.5.8 **Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

4.2.5.9 **Incapacity to pay**

The **Tribunal** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

PART 5 – WAGES AND RELATED MATTERS

CLAUSE 5.1 CLASSIFICATION AND RATES OF PAY

OPDATE 01:10:2019 on and from

- 5.1.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 1 of the Award and will include for salary purposes relevant prescribed allowances.
- 5.1.2 The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 5.1.3 In classifying an employee, an employer shall observe the procedure contained in Schedule 2 of this Award to apply the appropriate salary level. On initial appointment, an employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 5.1.3.1 Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Board of Reference constituted under this Award or the *Tribunal* provided that such application is made whilst the employee is in the employment of the employer.
- 5.1.4 An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of 5.1.3 and 5.1.3.1.
- 5.1.5 Where an employee is reclassified, it shall be done on a "point-to-point" basis: i.e., the employee shall be placed on that incremental step of the new classification *level* which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

CLAUSE 5.2 PAYMENT OF WAGES

OPDATE 28:07:2011 on and from

- 5.2.1 As an option to the payment of wages by cash, an employer may decide to pay the wages of its employees by way of cheque or by means of direct transfer into a bank or other recognised financial institution of the employee's choice.
- 5.2.2 The employer shall keep adequate time and payment records, together with the details of all deductions that are made from gross salary.

CLAUSE 5.3 HIGHER DUTIES

OPDATE 28:07:2011 on and from

- 5.3.1 An employee directed by the employer to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Award, shall be paid while he or she is performing such duties not less than:
- 5.3.1.1 the minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
- 5.3.1.2 a salary rate commensurate with the value of the duties he or she is so directed to perform.
- 5.3.2 Provided that the employee directed to perform such duties shall perform them on the first occasion for a continuous period of five working days or more.

On subsequent occasions:

- 5.3.2.1 Employees classified at **Level** 5 and above - five days.
- 5.3.2.2 Employees classified below **Level** 5 - four days OR an aggregate of ten days in a calendar month.
- 5.3.2.3 Relief cashiers or positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay.
- 5.3.2.4 Notwithstanding the other provisions of this clause, an **officer** who performs higher duties as a Relief Cashier during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Relief Cashier, at the rate of a Cashier according to years of service in such Relief Cashier work.

CLAUSE 5.4 ALLOWANCES

OPDATE 01:07:2019 1st pp on or after (cl. 5.4.2)

5.4.1 Availability allowance

- 5.4.1.1 This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- 5.4.1.2 For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of clause 6.6 (Call Out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- 5.4.1.3 An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10 per cent of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

5.4.2 First aid allowance

- 5.4.2.1 Where an employer requires an employee to hold and act upon a first aid certificate an allowance of \$13.80 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.
- 5.4.2.2 The payment shall be paid to casual and regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$13.80 per week in any one working week.
- 5.4.2.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 5.4.2.4 Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates.)

5.4.3 Meal breaks and meal allowance

- 5.4.3.1 An employee required to work overtime for more than one hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.4.3.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
- 5.4.3.2(a) after three hours of continuous work if that period includes a recognised meal hour; or
- 5.4.3.2(b) after four hours of continuous work in any other case; and
- 5.4.3.2(c) to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.4.3.3 When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance of \$17.60 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- 5.4.3.4 Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal an allowance of \$16.20 shall be paid.

5.4.4 Motor car allowance

- 5.4.4.1 Where an employee is required by the employer to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance with clause 5.4.4.2 for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24 km.
- 5.4.4.2 Where an employee is directed to use his/her motor car on or in connection with the business of the Adelaide Cemeteries Authority, he/she shall be paid an allowance calculated at one of the rates set out in the schedule below:

<i>Type of vehicle</i>	<i>Rate of allowance</i>
An engine of 4 cylinders or less	81 cents per km
An engine of more than 4 cylinders or a rotary engine	89 cents per km

- 5.4.4.3 An employee shall be entitled to have his/her motor driver's licence paid by the employer (or the cost reimbursed) in circumstances where the requirement for the employee to drive a motor vehicle is a normal and regular feature in the performance of his/her ordinary duties.
- 5.4.4.4 Provided that, should the employee resign from the service of the employer, or have his/her service terminated through no fault of his/her own, prior to the expiration of the period of his/her licence, the employer shall have the right to deduct from monies due to the employee on termination, an amount pro-rata to the unexpired portion of the licence fee.

5.4.4.5 Where an employee is directed to use his/her motor cycle on or in connection with the business of the employer, he/she shall be paid an allowance calculated at the rate of 32 cents per kilometre, provided that in addition the provisions of 5.4.4.1 shall apply.

5.4.4.6 Where an employee is required to attend Adelaide Cemeteries Authority meetings and does so attend outside his/her normal working hours and this necessitates use of his/her privately owned motor vehicle to travel directly from and to his/her home, he/she shall be paid an allowance at the rate prescribed under 5.4.4.2.

5.4.5 **Travelling expenses**

All authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the employer.

5.4.6 **Telephone allowance**

An employee required by the employer to provide a telephone at his/her home to enable contact by the employer or the public shall be paid an allowance to pay the cost of installation, rental and all business calls.

5.4.7 **Study leave allowance**

Where an employee is required by the employer to undertake a course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such a course.

CLAUSE 5.5 SAFETY NET ADJUSTMENTS

OPDATE 01:07:2019 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2019 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2019 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

CLAUSE 5.6 ECONOMIC INCAPACITY APPLICATIONS

OPDATE 01:10:2019 on and from

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of the South Australian Employment Tribunal.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by the South Australian Employment Tribunal at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by the South Australian Employment Tribunal in the circumstances of each case.

PART 6 – HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

CLAUSE 6.1 ORDINARY HOURS OF WORK

OPDATE 28:07:2011 on and from

- 6.1.1 The ordinary hours of work of a full-time employee shall be no more than an average of 38 hours per week.
- 6.1.2 The ordinary hours of work are to be worked between the span 7.30 am - 6.30 pm Monday to Friday inclusive.
- 6.1.3 Subject to the majority provisions in 6.1.4 the daily hours of employees working a standard 5 day working week as provided in 6.1.2 shall be no more than 7.6 hours.
- 6.1.4.1 By agreement between the Adelaide Cemeteries Authority and the majority of employees (who are subject to particular working hours arrangements) the following variations to a standard 5 day working week may apply:
- (a) a nineteen day four week period;
 - (b) a nine day fortnight;
 - (c) a system of flexi-time;
 - (d) any other form of structured and regular hours arrangement,
- provided that no more than an average 38 hours per week is worked within the cycle.
- 6.1.4.2 The **Union** shall be notified by the employer regarding any proposal to change the method of working ordinary hours and then be provided with a reasonable opportunity to participate in negotiations regarding implementation. **Union** involvement in this process does not mean that the consent of the **Union** is required prior to its implementation.
- 6.1.5 There shall be a lunch break of between 30 and 60 minutes each day to be taken between 11.30 am and 2.30 pm.
- 6.1.6 There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day. Where adequate tea/coffee making facilities are available the break shall be taken at the employee's normal work station at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.
- 6.1.7.1 Where an employee's 38 ordinary time hours per week can not be worked during the span of hours in clause 6.1.2, a written agreement between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee. In such arrangements the employer shall apply the appropriate standard penalties as prescribed by clause 6.2 of the Award unless some other compensating benefit is otherwise agreed between the employer and the employee.
- 6.1.7.2 An employee may request and shall be given the opportunity to either seek advice or the involvement of the **Union** in discussions relating to an agreement pursuant to clause 6.1.7.1.

CLAUSE 6.2 PENALTY RATES ON ORDINARY TIME

OPDATE 28:07:2011 on and from

- 6.2.1 Employees who as part of their ordinary hours of duty regularly perform work prior to 7.30 am or after 6.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 6.2.2 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 6.2.3 Employees working on public holidays as part of their ordinary hours may elect to receive either:
- 6.2.3.1 150% in addition to their ordinary time rate of pay; or
- 6.2.3.2 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 6.2.4 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 6.2.5 Employees who qualify under 6.2.4 shall have all annual leave loading calculated at the rate of twenty per cent instead of 17.5%.
- 6.2.6 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday which shall be mutually agreed between the parties.
- 6.2.7 All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate as prescribed in clause 6.3.
- 6.2.8 These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

CLAUSE 6.3 OVERTIME

OPDATE 28:07:2011 on and from

- 6.3.1 All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 6.3.2 All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three hours and double time thereafter.
- 6.3.3 All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 6.3.4 All time worked on a public holiday as defined by clause 7.9 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.
- 6.3.5 Employees paid at **Level** 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the **Level** 5 increment 3 salary rate.

6.3.6 The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.

6.3.7 Any employee shall attend meetings of the Adelaide Cemeteries Authority by which he/she is employed, whether meetings of the Adelaide Cemeteries Authority or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

CLAUSE 6.4 REST PERIOD AFTER OVERTIME

OPDATE 28:07:2011 on and from

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full ten hour break then either: the employee may, without loss of pay, start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the employer must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten hours.

CLAUSE 6.5 TIME OFF IN LIEU OF OVERTIME

OPDATE 28:07:2011 on and from

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as follows:

6.5.1 Such time off shall be either:

- (a) time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
- (b) time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

CLAUSE 6.6 CALL OUT

OPDATE 28:07:2011 on and from

6.6.1 An employee recalled to work, including Adelaide Cemeteries Authority meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three hours work at the overtime rate.

6.6.2 Where the employee is being paid an availability allowance in accordance with clause 5.4.1 of this Award, a minimum of two hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two or three hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of clause 6.4 above when the actual time worked is less than three hours on such recall or on each of such recalls.

6.6.3 This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

PART 7 – TYPES OF LEAVE AND PUBLIC HOLIDAYS

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 28:07:2011 on and from

- 7.1.1 All employees shall, after completion of twelve months **continuous service**, be entitled to four weeks annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary.
- 7.1.2 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 7.1.3 Subject to clause 7.1.5, annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 7.1.4 If, before the completion of any period of twelve months **continuous service**, the employment of any employee is terminated for any reason other than serious misconduct or any employee lawfully terminates his/her employment he/she shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of **continuous service** (according to the length of the pay period of the employee concerned).
- 7.1.5 To assist employees in balancing their work and family commitments:
- 7.1.5.1 An employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.
- 7.1.5.2 An employee may elect, with the consent of their employer, to take annual leave in single days, up to a maximum of 10 single days in any year.
- 7.1.5.3 Access to annual leave as prescribed in clause 7.1.5.2, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 7.1.5.4 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 10 consecutive annual leave days are taken.
- 7.1.6 Notwithstanding the provisions of 7.1.1, an employer may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.
- 7.1.6.1 Where leave has been granted to an employee pursuant to this subclause before the right thereto is due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months **continuous service** in respect of which the leave was granted, the employer may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of twelve months not serviced by the employee, deduct from whatever remuneration is payable upon the termination of the employment the appropriate fraction of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 7.9 of this Award.

CLAUSE 7.2 ANNUAL LEAVE LOADING

OPDATE 28:07:2011 on and from

- 7.2.1 In addition to the payment for annual leave as prescribed by clause 7.1 of this Award, all employees, except those covered under 7.2.2 shall be entitled, when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary at the time of proceeding on leave.
- 7.2.1.1 Provided that employees whose annual salary is in excess of the salary payable to **Level 6**, increment 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the **Level 6**, increment 2.
- 7.2.2 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.
- 7.2.3 An employee whose services terminate for any reason other than serious misconduct and who is entitled to payment in lieu of accumulated annual leave shall be paid in addition an annual leave loading calculated in accordance with 7.2.1 in respect of any annual leave credit for which the payment prescribed by 7.2.1 has not been paid.
- 7.2.4 The annual leave loading prescribed by this clause shall not be payable for annual leave calculated on a pro-rata basis.

CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 28:07:2011 on and from

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 4.1.2.5.

7.3.1 Paid leave entitlement

An employee is entitled to up to 2 days bereavement leave on each occasion of the death in Australia of a wife, husband, father and mother (of either employee or spouse), brother, sister, child, step child or any household member.

Proof of such death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.

- 7.3.1.1 Provided, however, that such leave may also be granted in the case of grandparents and grandchildren, where the employer is satisfied that such leave is warranted, having regard to the particular circumstances.

7.3.2 Unpaid bereavement leave

An employee may take unpaid bereavement leave by agreement with the employer.

CLAUSE 7.4 LONG SERVICE LEAVE

OPDATE 28:07:2011 on and from

Long service leave shall be in accordance with the *Long Service Leave Act 1987 (SA)*, except where an organisation respondent to this Award has sought and gained exemption from the aforementioned Act.

CLAUSE 7.5 PARENTAL LEAVE

OPDATE 28:07:2011 on and from

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

7.5.1 Definitions

7.5.1.1 For the purposes of this clause **child** means a child of the employee under school age, except for adoption of a child where **child** means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.

7.5.1.2 For the purposes of this clause **spouse** includes a de facto or former spouse.

7.5.1.3 For the purpose of this clause employee means full-time, part-time and **eligible casual employees**, but does not apply to other casual employees.

7.5.1.4 An **eligible casual employee** means a casual employee:

7.5.1.4(a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

7.5.1.4(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

7.5.2 Basic entitlement

7.5.2.1 After twelve months **continuous service**, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their **child**. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

7.5.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

7.5.2.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the **child**;

7.5.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.

7.5.2.3 An **eligible casual employee** employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the Award as of 14 June 2002.

7.5.2.4 An **eligible casual employee** employed on or after 14 June 2002 shall be entitled to parental leave under the term of the Award as of 14 June 2003.

7.5.3 Right to request

7.5.3.1 An employee entitled to parental leave pursuant to the provisions of clause 7.5.2 may request the employer to allow the employee:

7.5.3.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 7.5.2.2(a) and 7.5.2.2(b) up to a maximum of eight weeks;

7.5.3.1(b) to extend the period of unpaid parental leave provided for in clause 7.5.2.1 by a further continuous period of leave not exceeding 12 months;

7.5.3.1(c) to return from a period of parental leave on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

7.5.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.5.3.3 Employees request and the employers decision to be in writing

The employee's request and the employer's decision made under clauses 7.5.3.1 and 7.5.3.2 must be recorded in writing.

7.5.3.4 Request to return to work part-time

Where an employee wishes to make a request under clause 7.5.3.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

7.5.4 **Maternity leave**

7.5.4.1 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

7.5.4.1(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

7.5.4.1(b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

7.5.4.1(c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her **spouse** and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

7.5.4.2 Subject to clause 7.5.4.1, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

7.5.4.3 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.5.4.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

7.5.4.5 Where leave is granted under clause 7.5.2, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.5.5 **Paternity leave**

An employee, will provide to the employer at least ten weeks prior to each proposed period of paternity leave with:

7.5.5.1 a certificate from a registered medical practitioner which names his **spouse**, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

7.5.5.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and

7.5.5.3 except in relation to leave taken simultaneously with the **child's** mother under clauses 7.5.2.2(a) and 7.5.2.2(b) a statutory declaration stating:

7.5.5.3(a) he will take that period of paternity leave to become the primary care-giver of a **child**;

7.5.5.3(b) particulars of any period of maternity leave sought or taken by his **spouse**; and

7.5.5.3(c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

7.5.5.4 An employee may take paternity leave without giving ten weeks notice if:

7.5.5.4(a) the birth of the **child** occurs earlier than expected; or

7.5.5.4(b) the mother of the **child** dies; or

7.5.5.4(c) other compelling circumstances arise.

Where any of these conditions occur, the employee shall notify the employer of any change in the information provided previously as soon as possible.

7.5.6 **Adoption leave**

7.5.6.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a **child** takes place earlier.

7.5.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

7.5.6.2(a) the employee is seeking adoption leave to become the primary care-giver of the **child**;

7.5.6.2(b) particulars of any period of adoption leave sought or taken by the employee's **spouse**; and

7.5.6.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 7.5.6.3 An employer may require an employee provide confirmation from the appropriate government authority of the placement.
- 7.5.6.4 Where the placement of **child** for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

7.5.7 **Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

7.5.8 **Parental leave and other entitlements**

- 7.5.8.1 An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 7.5.3.1.
- 7.5.8.2 Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 7.5.3.1.

7.5.9 **Transfer to a safe job**

- 7.5.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 7.5.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

7.5.10 **Returning to work after a period of parental leave**

- 7.5.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 7.5.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.5.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.5.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 7.5.10.4 An employer must not fail to re-engage a casual employee because:
- 7.5.10.4(a) the employee or employee's **spouse** is pregnant; or
 - 7.5.10.4(b) the employee is or has been immediately absent on parental leave.

7.5.10.5 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.5.11 Replacement employees

7.5.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

7.5.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.5.12 Part-time work

7.5.12.1 Entitlement - with the agreement of the employer

7.5.12.1(a) A male employee may work part-time in one or more periods at any time from the date of birth of the **child** until its second birthday or, in relation to adoption, from the date of placement of the **child** until the second anniversary of the placement.

7.5.12.1(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

7.5.12.1(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the **child** until its second birthday.

7.5.12.1(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the **child** until the second anniversary of that date.

7.5.12.2 Return to former position

7.5.12.2(a) An employee who has had at least twelve months **continuous service** with an employer immediately before commencing part-time employment after the birth or placement of a **child** has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

7.5.12.2(b) Nothing in clause 7.5.12.2(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

7.5.12.3 Effect of part-time on continuous service

Commencement on part-time work under this subclause and return from part-time work to full-time work under this subclause, shall not break the continuity of service or employment.

7.5.12.4 Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with clause 7.5.12, part-time employment shall be in accordance with the provisions of this Award which shall apply pro-rata.

7.5.12.5 Transitional arrangements - annual leave

- 7.5.12.5(a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- 7.5.12.5(b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- 7.5.12.5(c) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

7.5.12.6 Transitional arrangements - personal leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

7.5.12.7 Part-time work agreement

- 7.5.12.7(a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree.
- that the employee may work part-time;
 - upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - upon the classification applying to the work to be performed; and
 - upon the period of part-time employment.
- 7.5.12.7(b) The terms of this agreement may be varied by consent.
- 7.5.12.7(c) The terms of this agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 7.5.12.7(d) The terms of this agreement shall apply to the part-time employment.

7.5.12.8 Termination of employment

- 7.5.12.8(a) The employment of a part-time employee under this subclause may be terminated in accordance with the provisions of this Award, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.

- 7.5.12.8(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

7.5.12.9 Extension of hours of work

An employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 7.5.12.7.

7.5.12.10 Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Award.

7.5.12.11 Replacement employees

- 7.5.12.11(a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- 7.5.12.11(b) A replacement employee may be employed part-time. Subject to 7.5.12.11(a), clauses 7.5.12.3, 7.5.12.4, 7.5.12.5, 7.5.12.6, 7.5.12.7, 7.5.12.8 shall apply to the part-time employment of replacement employees.
- 7.5.12.11(c) Before an employer engages a replacement employee under 7.5.12.11(a), the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 7.5.12.11(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

7.5.13 Communication during parental leave

- 7.5.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 7.5.13.1(a) 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
- 7.5.13.1(b) 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.
- 7.5.13.2 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.
- 7.5.13.3 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 7.5.13.1(a).

CLAUSE 7.6 SICK LEAVE

OPDATE 28:07:2011 on and from

- 7.6.1 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 7.6.1.1 Provided that in the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
- 7.6.2 Subject to 7.6.3, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.
- 7.6.3 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the employer.
- 7.6.4 Where an employee falls sick or suffers an injury while on annual leave (including additional days such as Award holidays taken pursuant to the Award with annual leave) and forwards to the employer during the period of incapacity, a medical certificate or other reasonable evidence to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the employer additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days duration.
- 7.6.4.1 Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

CLAUSE 7.7 JURY SERVICE

OPDATE 28:07:2011 on and from

- 7.7.1 A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
- 7.7.1.1 the employee notifies the Adelaide Cemeteries Authority as soon as possible of the date(s) involved in jury service;
- 7.7.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
- 7.7.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Adelaide Cemeteries Authority; and
- 7.7.1.4 the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 7.7.2 Jury service shall count as service for all purposes of the Award.

CLAUSE 7.8 FAMILY LEAVE

OPDATE 01:10:2019 on and from

7.8.1 Use of sick leave

7.8.1.1 An employee with responsibilities in relation to either members of their **immediate family** or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave to which they are entitled for absences to provide care and support for such persons when they are ill.

7.8.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

7.8.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

7.8.1.3(a) the employee being responsible for the care of the person concerned; and

7.8.1.3(b) the person concerned being either:

- (i) a member of the employee's **immediate family**; or
- (ii) a member of the employee's household.

7.8.1.3(c) the term **immediate family** includes:

- (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.8.1.3(d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.8.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

7.8.3 Make-up time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

CLAUSE 7.9 PUBLIC HOLIDAYS

OPDATE 28:07:2011 on and from

7.9.1 All employees shall be entitled to the following public holidays without any deduction of pay:

7.9.1.1 Any day prescribed as a holiday by the *Holidays Act 1910 (SA)* (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.

PART 8 – MISCELLANEOUS

CLAUSE 8.1 TIME RECORD

OPDATE 28:07:2011 on and from

The employer shall keep adequate time and leave records together with the details of annual, sick and long service leave accrued and taken in respect of all employees.

CLAUSE 8.2 PROTECTIVE CLOTHING AND UNIFORMS

OPDATE 28:07:2011 on and from

- 8.2.1 Where an employer requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.
- 8.2.2 An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires a uniform to be worn.
- 8.2.3 Employees who are required to handle chemicals in the course of their duties shall be entitled to an annual medical examination as arranged by the employee and the employer. The cost of such medical examination – being the difference between the Medicare rebate and the actual cost of the examination – shall be borne by the employer.

CLAUSE 8.3 SUPERANNUATION

OPDATE 28:07:2011 on and from

- 8.3.1 For each employee who has an entitlement under the *Superannuation Guarantee (Administration) Act*, the Adelaide Cemeteries Authority will pay to a Superannuation Scheme an amount (in respect of each employee) no less than the amount specified under that Act.
- 8.3.2 The payment referred to in 8.3.1 includes the 3% productivity award previously granted by way of employer superannuation contribution.

CLAUSE 8.4 CONTINUOUS SERVICE

OPDATE 28:07:2011 on and from

8.4.1 **Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- 8.4.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- 8.4.1.2 absence of the employee from work for any cause by leave of the employer.
- 8.4.1.3 absence from work on account of illness, disease or injury.
- 8.4.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- 8.4.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Award, the Act or Long Service Leave Act.
- 8.4.1.6 interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

8.4.2 **Calculation of period of service**

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- 8.4.2.1 to the extent that the employee receives or is entitled to receive pay for the period; or
- 8.4.2.2 where the absence results from a decision of the employer to stand down the employee without pay.

SCHEDULE 1 – WAGESOPDATE 01:07:2019 1st pp on or after**CLAUSE S1.1 GENERAL OFFICERS**

<i>Level</i>	<i>Salary per annum</i>
	\$
Level 1A	39,780
	40,606
	41,434
	43,088
Level 1	44,110
	44,799
	45,902
	46,935
	47,971
Level 2	48,861
	49,913
	50,946
	51,980
Level 3	52,665
	53,698
	54,356
	55,390
Level 4	56,423
	57,458
	58,492
	59,525
Level 5	60,421
	61,454
	62,345
Level 6	63,380
	65,104
	66,826
Level 7	68,552
	70,275
	71,998
Level 8	73,721
	75,789
	77,857
	79,926

Junior rates apply to Level 1A and Level 1 as follows:

<i>Years of age of 1st year adult service</i>	<i>%</i>
17 and under	62
18 72	
19 82	
20 92	

CLAUSE S1.2 SENIOR OFFICERS STREAM

<i>Level</i>	<i>Per annum \$</i>
Level 1	65,104 66,826 68,552
Level 2	70,275 71,998 73,721
Level 3	75,789 77,857 79,926
Level 4	82,054 84,742
Level 5	88,106 90,797
Level 6	94,158 96,851
Level 7	100,213 104,248
Level 8	109,628 115,010
Level 9	123,080
Level 10	136,530
Level 11	149,980
Level 12	163,434

SCHEDULE 2 – CLASSIFICATION

OPDATE 01:10:2019 on and from

CLAUSE S2.1 INTRODUCTION

- S2.1.1 The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses General Officers and Senior Officers.
- S2.1.2 The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- S2.1.3 Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- S2.1.4 After the job description is complete a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- S2.1.5 All officers (other than CEO's and Senior Officers) are classified according to the General Officer structure, whilst CEO's and Senior Officers are classified under the Senior Officers Stream.

CLAUSE S2.2 CLASSIFICATION

S2.2.1 General Officers

- S2.2.1.1 To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.
- S2.2.1.2 When classifying a position all aspects of the job must be considered against the total Award criteria the classification **level**. The total responsibilities of the position must be compared with the total responsibilities of the **level**, rather than comparison with selected parts.
- S2.2.1.3 The job description should be tested against more than one **level** for appropriateness.

S2.2.2 Senior Officer

- S2.2.2.1 The Adelaide Cemeteries Authority shall adopt the salaries prescribed for the appropriate **level** unless by agreement with the Senior Officer, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate **level**. By agreement between the Adelaide Cemeteries Authority and Senior Officer, further remuneration (as part of a salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Adelaide Cemeteries Authority and Senior Officer.

CLAUSE S2.3 PROGRESSION THROUGH THE LEVELS

S2.3.1 At the conclusion of each twelve month period following appointment to a classification an **officer** shall be eligible for incremental progression within each salary level subject to the following:

S2.3.2 Where the employer adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification **level** shall be by annual incremental advancement subject to the **officer** having given "satisfactory service" for the prior twelve months employment.

S2.3.2.1 The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:

- (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees.
- (b) foundation in a current and accurate job description.
- (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent.
- (d) appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment.
- (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settling procedure.

S2.3.2.2 If the employer does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

S2.3.3 Senior Officer, additional aspects of salary progression through the levels

S2.3.3.1 The employer and a Senior Officer may agree upon an additional annual amount in lieu of incremental advancement which would be paid to the Senior Officer providing that performance standards are achieved.

S2.3.3.2 The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance, shall be agreed between the Senior Officer and the Adelaide Cemeteries Authority.

CLAUSE S2.4 STUDY LEAVE FOR CLASSIFICATION PROGRESSION

S2.4.1 The employer may approve an employee's application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the Award classification structure.

S2.4.2 Such leave shall require approval by the employer, whether paid or not, if taken during normal working hours.

**CLAUSE S2.5 GENERAL OFFICERS CLASSIFICATION CRITERIA 1 < GENERAL
FEATURES LEVELS 1A TO 3**

Characteristic	Level 1A	Level 1	Level 2	Level 3
Activities/ Functions	Perform clearly defined routine activities in a support role.	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of activities/ functions of a less clearly defined and routine nature, and could include: - - operating within a specialised area. - operating as a member of a professional team.
Complexity of task Level of autonomy	Application of basic skills and techniques in a support role.	Practical application of basic skills and techniques.	Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.	Application of procedures, methods and guidelines which are well established.
Complexity of task Level of autonomy	Work outcomes will need to be closely monitored.	Work outcomes are closely monitored, clearly defined and readily attainable.	Work outcomes are monitored, clearly defined.	May set outcome/ objectives for specific projects.
Complexity of task Level of autonomy	Works under close direction with instruction and assistance always available. Works under direct supervision.	Works under close direction with instruction and assistance being readily available. Works under direct supervision.	Works under regular direction with assistance being readily available. Works under regular supervision.	Works under general direction with assistance available from senior officers. Works under general supervision.

Characteristic	Level 1A	Level 1	Level 2	Level 3
			<p>Graduates receive instruction.</p> <p>Community Services Graduates initially appointed to the top of this level work under direct supervision.</p>	<p>Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p>
Initiative And Judgement	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.	Limited scope to exercise initiative and judgement within clearly established procedures and practices.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.
Problem Solving	Assistance available when problems occur.	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
Provision of advice/ support/ Assistance			May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole

Characteristic	Level 1A	Level 1	Level 2	Level 3
Time Management & Organisational Skills		Responsible for the timeliness of own work.	Managing time, planning and organising own work.	<p>responsibility of the officer) and provide assistance to senior officers.</p> <p>Managing and planning own work and that of subordinate staff and could include: -</p> <ul style="list-style-type: none"> - plan and co-ordinate activities in the work area. - responsibility for various activities in a specialised area of the works program. - a function within the work area.

**CLAUSE S2.6 GENERAL OFFICERS CLASSIFICATION CRITERIA 1 < GENERAL
FEATURES LEVELS 4 TO 8**

Level 4	Level 5	Level 6	Level 7	Level 8
<p>Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include: -</p> <ul style="list-style-type: none"> - responsibility for a range of functions within a work area. - a substantial component of supervision. 	<p>Responsible for a range of functions within the section and/or department.</p>	<p>Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include: -</p> <ul style="list-style-type: none"> - working independently as specialists or - a senior member of a single discipline project team. 	<p>Exercise managerial responsibility for various functions within the department and/or the Adelaide Cemeteries Authority and could include: -</p> <ul style="list-style-type: none"> - specialised functions. - operation as a specialist. - operation as a member of a specialised professional team. - working independently. 	<p>Exercise managerial responsibility for a department/ the Adelaide Cemeteries Authority's relevant activity, and could include: -</p> <ul style="list-style-type: none"> - functions across a range of administrative, specialist or operational areas. - operation as a senior specialist providing multi-functional advice to various departments or the Adelaide Cemeteries Authority.
<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p>	<p>Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined.</p>	<p>Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.</p>	<p>Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/ outcomes achieved by the Adelaide Cemeteries Authority and/or activities undertaken by sections of the community.</p>	<p>Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.</p>

Level 4	Level 5	Level 6	Level 7	Level 8
Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Required to set specific performance outcomes and further develop work methods.	Sets outcomes for the work area of responsibility to achieve objectives of the department/ the Adelaide Cemeteries Authority.	Set outcomes for the work area/ section/ function.	Identification of current/ future options and the development of strategies to achieve outcomes.
Work under general direction with assistance usually available.	Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.	Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Work under limited direction with guidance not always readily available within the organisation.	Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements. Undertake duties of an innovative, novel or critical nature.
Exercise initiative and judgement in applying established procedures governed by clear objectives and/ or budget constraints, including critical knowledge/ skills where procedures are not clearly defined.	Exercise initiative and judgement where procedures not clearly defined.	Responsibility for decision making in the particular work area, section/ department/ the Adelaide Cemeteries Authority, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of the Adelaide Cemeteries Authority, including significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

Level 4	Level 5	Level 6	Level 7	Level 8
Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.
Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	Provide expert/ specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/ specialist advice and support/ assistance to various departments or the Adelaide Cemeteries Authority with a significant impact on the Adelaide Cemeteries Authority's policies / programs including: - -a consultancy service -specialist financial, technical, professional and / or administrative advice on policy including operational. -manage/ administer complex policy.

Level 4

Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.

Level 5

Plan and organise their own work and that of subordinate staff.

Level 6

Managing time is essential to achieve outcomes.

Level 7

Wide range of conditions to achieve results in line with divisional/ corporate goals which will include planning, direction, control and evaluation of operations.

Level 8

Accountable for the quality, effectiveness, cost and timeliness of programs/ projects under their control.

CLAUSE S2.7 GENERAL OFFICERS CLASSIFICATION CRITERIA 2 < GENERAL RESPONSIBILITIES LEVELS 1A TO 3

Characteristic	Level 1A	Level 1	Level 2	Level 3
General responsibilities	*See a support role.	<p>Officers at this level have responsibilities which will/ may include: -</p> <ul style="list-style-type: none"> - supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	<p>Officers at this level have responsibilities which will/ may include: -</p> <ul style="list-style-type: none"> - performing tasks of a sensitive nature including the provision of more than routine information. - understanding of clear by complex rules. - oversight and/or guidance of the work of a limited number of lower classified officers concerning established procedures. 	<p>Officers at this level have responsibilities which will/ may include: -</p> <ul style="list-style-type: none"> - establishing goals, objectives and outcomes for their own particular work program. - undertaking some complex operational work. - supervision. - dealing with formal disciplinary issues within the work area. - utilising a basic knowledge of the principles of human resource management. - assisting subordinate staff with on-the-job training.

CLAUSE S2.8 GENERAL OFFICERS CLASSIFICATION CRITERIA 2 < GENERAL RESPONSIBILITIES LEVELS 4 TO 8

Level 4	Level 5	Level 6	Level 7	Level 8
Officers at this level have responsibilities which will/may include: -	Officers at this level have responsibilities which will/ may include: -	Officers at this level have responsibilities which will/may include: -	Officers at this level have responsibilities which will/may include: -	Officers at this level have responsibilities which will/may include: -
<ul style="list-style-type: none"> - duties of a specialised nature requiring the development of expertise over time or previous knowledge - providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems - a substantial component of supervision or provide specialist expertise - supervision of various functions within a work area or projects -supervision of contractors. 	<ul style="list-style-type: none"> - involvement in establishing section/department programs and procedures - responsibility for a moderately complex project - a minor phase of a broader or more complex professional assignment - specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer - control of projects and/or programs - assisting in the preparation/prepare department or section budgets - supervision of section or a department - supervision of contractors - setting priorities and monitor workflows in areas of responsibility department - setting outcomes for subordinate officers - work may span more than one discipline. 	<ul style="list-style-type: none"> - significant projects and/or functions - a range of duties within the work area, including problem definition, planning and the exercise of judgement - management of significant projects and/or works programs and/or functions - assisting with/prepare budgets - control and co-ordination of a work area within budgetary constraints - supervision/ management responsibilities exercised within a multi-disciplinary, or major single function /operation or work area - implementation of effective control, including providing analysis/ interpretation for either a major single discipline or multi-discipline operation - appreciation of the long term goals of the Adelaide Cemeteries Authority. 	<ul style="list-style-type: none"> - responsibility for a significant work area - development of work practices and procedures for various project - development and implementation of significant operational procedures - reviewing operations to determine effectiveness - develop appropriate methodology and apply proven techniques in providing specialised services -prepare budget submissions for senior officers and/or the Adelaide Cemeteries Authority - management /supervision of staff is normally a feature at this level and establishing and monitoring work outcomes programs/ 	<ul style="list-style-type: none"> - involvement in the initiation and formulation of extensive projects/ programs which impact on the Adelaide Cemeteries Authority's goals and objectives - undertaking work of significant scope and/or complexity - extensive projects/ programs in accordance with department/ corporate goals - development, implementation and evaluation of goals - management of a work area of the Adelaide Cemeteries Authority at a higher level of ability - management of service delivery - management of a department / section or operate as a senior

Level 4	Level 5	Level 6	Level 7	Level 8
			<p>projects/ work areas being managed</p> <ul style="list-style-type: none"> - good understanding of the long term goals of the Adelaide Cemeteries Authority - manage a works program or work area of the Adelaide Cemeteries Authority - undertake the control and co-ordination of a section, department and/or significant work area. 	<p>specialist</p> <ul style="list-style-type: none"> -application of a high level of analytical skills to attain and satisfy implement and initiate change in area of responsibility.
		<p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.</p>	<p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

CLAUSE S2.9 GENERAL OFFICERS CLASSIFICATION CRITERIA 2 < SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
Where prime responsibility lies in a technical field:-		<p>Experienced officers may have technical oversight of minor works activities and could include: -</p> <p>- completion of field project according to instructions and established procedures</p> <p>- trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.</p>	<p>Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include: -</p> <p>- application of established practices and procedures</p> <p>- responsibility for a minor project.</p>	<p>Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include: -</p> <p>- reviewing work done by subordinate officers.</p>
Where the prime responsibility is in the works area		<p>Arrange a minor works activity within established methods as part of the training process.</p>	<p>Responsible for operational supervision of minor works programs/ single works function, or project (first level of supervision for minor works programs/ projects) and could include: -</p>	<p>Exercise responsibility for works and determine objectives for the functions under control, and could include: -</p> <p>- a number of minor works within the total works program</p>

Characteristic	Level 1A	Level 1	Level 2	Level 3
			- supervision, planning and co-ordinating of the activities of officers and day-to-day operations.	- supervision of more than one component of the works program - planning and co-ordination of minor works.

CLAUSE S2.10 GENERAL OFFICERS CLASSIFICATION CRITERIA 3 < SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8

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

Level 4	Level 5	Level 6	Level 7	Level 8
<p>Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include: -</p> <p>- utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.</p>	<p>Responsibilities could include: -</p> <p>- lead teams on moderately complex technical projects</p> <p>- exercise significant initiative and judgement in the selection and application of established principles, techniques</p> <p>- provide reports to management and recommendations on technical suitability of equipment/procedure/processes/results</p> <p>-analysis/design for the development and maintenance of projects.</p>	<p>Significant responsibilities for accomplishment of technical objectives, and could include: -</p> <p>- duties which involve more than one discipline</p> <p>- contribution to the development of new techniques and methodology</p> <p>- provision of a consultancy service for a range of activities</p> <p>- development of methodology and application of proven techniques in providing specialised technical services.</p>	<p>Responsible for the control and co-ordination of projects in accordance with corporate goals.</p> <p>- Refer to general responsibilities.</p>	<p>Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include: -</p> <p>- technical support programs and subprograms within the framework of the Adelaide Cemeteries Authority's operating program</p> <p>- consultancy service</p> <p>-development/revision of methodology/techniques.</p>

Level 4	Level 5	Level 6	Level 7	Level 8
<p>Assist senior officers with the establishment of work programs of a complex nature and could include: -</p> <ul style="list-style-type: none"> - supervision of various functions in a work area/projects/part of total works program - responsibility for work groups or lead a team within a discipline related project or works program - responsibility for completion of assignments/standard and quality of work/compliance with regulations, codes and specifications - responsibility for part of works program budget. 	<p>Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/the Adelaide Cemeteries Authority goals and could include: -</p> <ul style="list-style-type: none"> - operational responsibility for works programs - exercising judgement and initiative where procedures not clearly defined -establishing works programs in the Adelaide Cemeteries Authority. 	<p>Develop, supervise and implement significant works programs and /or a large outside workforce and/or contractors and could include: -</p> <ul style="list-style-type: none"> - review of operations to determine their effectiveness - control and co-ordination of the works program within budgetary constraints. 	<p>Develop and implement significant works programs.</p>	<p>Establish, control and organise on-going plans and programs for department/the Adelaide Cemeteries Authority and could include: -</p> <ul style="list-style-type: none"> -administering complex policy and works program matters.

Level 4**Level 5****Level 6****Level 7****Level 8**

Carry out a variety of activities: -

utilise initiative/ judgement in the selection and application of established principles, techniques and methods.

CLAUSE S2.11 GENERAL OFFICERS CLASSIFICATION CRITERIA 3 < SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
Where the prime responsibility is in a "professional" field				Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.
Where prime responsibility is in clerical/ Secretarial/ Administrative		Provide secretarial and administrative support and could include: -	Provide secretarial and/or administrative support and could include: -	Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include: -
		- straight forward operation of keyboard equipment - basic word processing data input - basic numeracy, written and verbal communication skills, relevant to the work area - provision of routine information - general reception and telephonist duties	- operating a computer, word processor and/or other business software and peripheral equipment - utilising basic computing concepts and initiating corrective action at an elementary level - utilising the functions of systems and be proficient in their use - performing tasks of a sensitive nature	- Systems Administrator in the Adelaide Cemeteries Authority whose responsibility includes the security/ integrity of the system - operation of the computer to enable modification and/or correction of computer software systems/ packages and/or the

Characteristic	Level 1A	Level 1	Level 2	Level 3
		<ul style="list-style-type: none"> - general stenographic duties. 	<ul style="list-style-type: none"> - provision of more than routine information - operate a desktop publisher at a routine/basic level - utilise basic skills in oral and written communication with clients and other members of the public - receive and account for monies and assist clients. 	<ul style="list-style-type: none"> identification of operational problems - application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer - provide a service utilising the full functions of a desk top publisher.

CLAUSE S2.12 GENERAL OFFICERS CLASSIFICATION CRITERIA 3 < SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8

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

Level 4	Level 5	Level 6	Level 7	Level 8
Plan, co-ordinate and implement the activities/policies and could include: -	Plan co-ordinate and administer the activities/policies and could include: -			
- supervision of other staff.	- supervision of other staff - preparation of the budgets.			
Responsibilities could include: -	Exercise professional responsibilities which could include: -	Supervise/ manage operation of a discrete element which is part of a larger office and could include: -	<i>Refer to general responsibilities</i>	Ensure the outcome of work of significant scope and/or complexity and could include: -
- lead a team within a discipline related project - liaison with other professionals at a technical level - discussing techniques, procedures and/or results with clients on straightforward matters.	- supervision of the function - tasks of a specialised detailed nature - provide reports on progress of activities and provide recommendations - carry out planning studies for particular projects including aspects of design - utilise a high level of interpersonal skills in dealing with the public/ other organisations	- control and co-ordination of projects in accordance with corporate goals - providing a consultancy service to a wide range of clients - complex professional problem solving - supervision of technical staff (on occasions other professional staff in the discipline).		- assessment and review of standards and work of other professionals/external consultants - initiate and formulate departmental/the Adelaide Cemeteries Authority programs - implement the Adelaide Cemeteries Authority objectives within corporate goals - develop and recommend ongoing plans and programs for department/ the Adelaide Cemeteries Authority.
	professional judgement within prescribed areas.			

Level 4	Level 5	Level 6	Level 7	Level 8
<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include: -</p>	<p>Responsibilities could include: -</p>	<p><i>Refer to general responsibilities</i></p>	<p><i>Refer to general responsibilities</i></p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/ activities and/or management of service delivery.</p>
<p>- identification of specific or desired performance outcomes</p>	<p>- Exercise responsibility for a specialised area of the Adelaide Cemeteries Authority</p>			
<p>- application of computer programming knowledge and skills in systems development, maintenance and implementation</p>	<p>- provision of advice and assistance when non-standard procedures and processes are required</p>			
<p>- undertake computer operations requiring technical expertise and experience.</p>	<p>- understanding of all areas of computer operation -undertake programming in specialist areas - exercise responsibility for a specialised area of the Adelaide Cemeteries Authority computing operation</p>			
	<p>- undertake publicity assignments of limited scope and complexity within</p>			

Level 4**Level 5****Level 6****Level 7****Level 8**

the framework of the Adelaide Cemeteries Authority's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/ displays.

**CLAUSE S2.15 GENERAL OFFICERS CLASSIFICATION CRITERIA 4 < SKILLS,
KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 3**

Characteristic	Level 1A	Level 1	Level 2	Level 3
Requirements of the job	<ul style="list-style-type: none"> - Developing knowledge of centre policy and practices - No formal qualifications required at this level - It is desirable that officers are studying for an appropriate certificate - Sufficient knowledge and experience to perform duties at this level. - Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. 	<ul style="list-style-type: none"> - A developing knowledge of the section/ department function and operation - Basic knowledge of clerical/ administrative practices and procedures relevant to the work area - A developing knowledge of work practices and policies of the relevant work area - Basic numeracy, keyboard, written and verbal communication skills relevant to the work area - No formal qualifications required at this level - At this level, employers are expected to offer substantial on-the-job training - It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training <p align="center">OR</p> <p>Positions initially at this level will involve officers in extensive on-the-job training</p>	<ul style="list-style-type: none"> - Basic skills in oral and written communication with clients and other members of the public - Knowledge of established work practices and procedures relevant to the work area - Knowledge of policies and regulations relating to the work area - Understanding of clear but complex rules - Understanding of basic computing concepts - Application of techniques relevant to the work area - Developing knowledge of statutory requirements relevant to the work area - No formal qualifications required OR Entry point for three year degree/associate diploma/ appropriate certificate without experience <p align="center">OR</p> <p>Will have attained through previous appointments or service an equivalent level</p>	<ul style="list-style-type: none"> - Thorough knowledge of work activities performed within the work area - Sound knowledge of procedural/ operational methods of the work area - May utilise professional or specialised knowledge - Ability to apply computing concepts - Working knowledge of statutory requirements relevant to the work area - Entry level for four year degree in the relevant discipline OR Entry level for three year degree plus graduate diploma in the relevant discipline OR Associate diploma with experience OR Three year degree plus 1 year professional experience in the relevant discipline <p align="center">OR</p> <p>Appropriate certificate with relevant experience</p> <p align="center">OR</p>

Characteristic	Level 1A	Level 1	Level 2	Level 3
		<p>including familiarisation with the goals and objectives of the work section</p> <ul style="list-style-type: none"> - Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills. 	<p>of expertise and experience to undertake the range of activities required</p> <p>OR</p> <p>Appropriate on-the-job training and relevant experience.</p>	<p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>
Progression		-	<ul style="list-style-type: none"> - Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate - The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work. 	<ul style="list-style-type: none"> - Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2 - Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work.
			<ul style="list-style-type: none"> - Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service. 	<ul style="list-style-type: none"> - Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service

Characteristic	Level 1A	Level 1	Level 2	Level 3
				<p>- Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.</p>

**CLAUSE S2.16 GENERAL OFFICERS CLASSIFICATION CRITERIA 4 < SKILLS,
KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 4 TO 8**

Level 4	Level 5	Level 6	Level 7	Level 8
<ul style="list-style-type: none"> - Knowledge of statutory requirements relevant to work area - Knowledge of section procedures, policies and activities - Sound discipline knowledge gained through previous experience, training or education - Knowledge of the role of departments within the Adelaide Cemeteries Authority and/or service functions - Specialists require an understanding of the underlying principles in the relevant disciplines 	<ul style="list-style-type: none"> - Knowledge of departmental programs, policies and activities - Sound discipline knowledge gained through experience - Knowledge of the role of the Adelaide Cemeteries Authority's structure and service 	<ul style="list-style-type: none"> - Discipline/ specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation - Discipline knowledge gained through experience, training or education - Appreciation of the long term goals of the organisation - Detailed knowledge of program activities and work practices relevant to the work area Knowledge of organisation structures or functions and comprehensive knowledge of the Adelaide Cemeteries Authority policies relevant to the section/ department - Comprehensive knowledge of statutory requirements relevant to the discipline 	<ul style="list-style-type: none"> - Comprehensive knowledge of the Adelaide Cemeteries Authority policies and procedures - Application of a high level of discipline knowledge 	<ul style="list-style-type: none"> - Detailed knowledge of the Adelaide Cemeteries Authority policy, programs and the procedures and practices - High level of discipline knowledge - Detailed knowledge of statutory requirements

Level 4	Level 5	Level 6	Level 7	Level 8
- Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience	- Relevant degree with relevant experience	- Degree with substantial experience	- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience	- Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)
OR	OR	OR	OR	OR
Associate diploma with relevant experience	Associate diploma with substantial experience	Associate diploma with substantial experience	Lesser formal qualifications to degree level and extensive relevant experience	Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard
OR	OR	OR	OR	OR
Lesser formal qualifications with substantial years of relevant experience	Qualifications in more than one discipline	Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.	Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard	Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard
OR	OR	OR	OR	OR
Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.	Less formal qualifications with specialised skills sufficient to perform at this level	Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.	A combination of experience, expertise and competence sufficient to perform the duties required at this level.	A combination of experience, expertise and competence sufficient to perform the duties of the position.
	OR			
	Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.			

Level 4

Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service.

Level 5

Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.

Level 6**Level 7**

Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.

Level 8

CLAUSE S2.17 SENIOR OFFICERS CLASSIFICATION CRITERIA – BANDS 1 AND 2**Positions classified in the Bands are characterised by some of the following inputs or those of a similar nature**

	Band 1	Band 2
Function	<ul style="list-style-type: none"> - Manage the operation of a complex organisational area, program or activity which has significant impact upon the Adelaide Cemeteries Authority operations - Provide detailed administrative support to a particular program, activity or function - Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations. 	<ul style="list-style-type: none"> - Manage a substantial work area at senior administrative or professional levels and would generally report to a more senior officer, but in some cases may report directly to the CEO. - Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas - Contribute to the development and implementation of corporate strategies or policy initiatives.
Advice	<ul style="list-style-type: none"> - Provide expertise and/or policy advice, including technical/professional advice, across a range of programs or activities undertaken by the organisation - Formulation of technical and/or policy advice on issues of significant importance to the Adelaide Cemeteries Authority. 	<ul style="list-style-type: none"> - Provide significant specialist advice on departmental programs or functions - Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field.
Skills, knowledge/ experience	<ul style="list-style-type: none"> - Extensive experience in the field related to the operation of the work area - Analytical and conceptual skills to resolve issues relevant to the work area - Awareness of organisational operations as they relate to policy - Detailed knowledge of financial program management techniques related to the work area - Management skills and abilities necessary to undertake the allocation and monitoring of resources - Sound human resource management skills. 	<ul style="list-style-type: none"> - Ability to implement financial/program management techniques relevant to the work area - Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies - Sound human resource management skills - Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives.

	Band 1	Band 2
Judgement	Decisions taken or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located.	Exercise independent judgement in the resolution of complex problems or issues relevant to the work area.
Authority and accountability	<ul style="list-style-type: none"> - Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs - Positions at this level may have independence of action within the constraints of the Adelaide Cemeteries Authority objectives or corporate goals. 	<ul style="list-style-type: none"> - Officers at this level have the authority to determine methods and procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs - May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of the Adelaide Cemeteries Authority goals and objectives - Accountable for the achievement of work area goals and objectives.
Organisational relationships	<ul style="list-style-type: none"> - Manage a team/small department - May be a specialist responsible for a major function which is of significant importance to the Adelaide Cemeteries Authority - Report to a more senior officer or the CEO. 	<ul style="list-style-type: none"> - Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department - Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area - Report to a more senior officer or the CEO.

CLAUSE S2.17 SENIOR OFFICERS CLASSIFICATION CRITERIA – BANDS 3 AND 4**Positions classified in the Bands are characterised by some of the following inputs or those of a similar nature****Band 3**

- Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department
- Contribute to the development of corporate goals and program objectives which are of strategic importance to the Adelaide Cemeteries Authority
- Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies.

- Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole
- Provide authoritative "technical" or policy advice to Directors, CEO and/or the Adelaide Cemeteries Authority.

- High level of management skills and abilities necessary to direct and monitor significant resources
- Liaison and communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation, with clients or other organisations, often to finality
- The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area
- Detailed knowledge in a range of different subject matters
- Thorough knowledge and experience in a complex management and/or professional field.

Band 4

- Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination and usually significant responsibilities for human, financial and technical resources
- Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities
- Determine and revise associated strategic plans and objectives
- Provide the primary and major source of knowledge and advice to CEO and/or the Adelaide Cemeteries Authority on the Department's operation for which they have responsibility
- Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole.

- Provide advice critical to the operation of Adelaide Cemeteries Authority.
- Provide expert policy and strategic advice to the CEO and/or the Adelaide Cemeteries Authority.
- Provide technical innovative and professional advice which would influence the work of a major function and/or the organisations operations.

- High levels of adaptability and flexibility
- Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches
- A high degree of originality and analytical and conceptual skills in the resolution of particularly complex "technical" or policy issues
- The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements.

Band 3

- Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results
- Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans
- Decisions will impact on such things as program activities or function allocations or commitment of resources
- At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues.

- Delegated authority to determine work plans and schedules to implement the goals and objectives of programs, within a department or in some instances across the organisation
- Influence aspects of program or policy issues which have strategic importance
- Responsibility and accountability for human, financial and technical resources under their control
- Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible
- Responsibility for developing policies.

- In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO.
- Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior officer
- Direction over sub-ordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work area
- May report direct to the CEO.

Band 4

- Decisions taken have major effect on program emphasis or priorities in critical areas of the Adelaide Cemeteries Authority operations
- High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues
- Devise innovative solutions to complex policy or operational problems where guidelines are lacking.

- Broad guidance on policy and strategic direction
- Major influence on problems or policy issues
- Authority to determine resource needs and allocate resources and direct accountability for their effective uses
- Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/efficiency of overall program.

- Operate with high degree of independence in the execution and adaptation of workplans
- May exercise major delegated authority from the Adelaide Cemeteries Authority or CEO.
- Will report direct to CEO.

CLAUSE S2.18 GLOSSARY OF TERMS**ACTIVITY**

Tasks performed within a function

BASIC

Fundamental, uncomplicated.

COMPLEX

- **Limited complexity**
Relates to work which involves the application of established principles, practices and procedures. Generally, actions and responses which can be readily identified and repeated from previous experience.
- **Moderately complex**
To a lower degree than complex, less extensive.
- **Complex**
Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.
- **Very complex**
The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

CONTROL

To exercise direction, guiding or restraining power over, to check or regulate, to keep within limits.

CO-ORDINATE

Bring together all common activities to achieve an integrated outcome.

CRITICAL

An indicator that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.

DIRECTION

- **Close direction**
Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.
- **Regular direction**
Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officers work is subject to progress checking.
- **General direction**
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers, is subject to final checking and, only as required, progress checking.
- **Limited direction**
Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.

- **Broad direction**
Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

ENVIRONMENTAL HEALTH OFFICER

Is an officer who holds a degree in Environmental Health or equivalent, who is eligible for full membership of the Australian Institute of Environmental Health.

ESTABLISH

To set up, to institute, to place on a firm basis.

EXERCISE

To bring to bear or employ actively (as in exercising authority or influence).

EXPERIENCE

- **Experienced**
This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.
- **Considerable experience**
This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.
- **Extensive experience**
This means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

FUNCTION

A collection of activities which may constitute the whole or part of a discrete work area.

GRADUATE

Degree holder.

GUIDANCE

Providing or receiving information on policies, procedures and practices.

IMPLEMENT

To carry out, to perform acts essential to the execution of a plan or program, to give effect to.

INITIATE

To originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

INNOVATIVE

Relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.

INSTRUCTION

Imparted to another, directions given.

INTERPRET

To clarify or explain, translate.

JUDGEMENT

Application of an amalgam of knowledge and experience to derive appropriate decisions.

KNOWLEDGE

An understanding of techniques, principles, procedures and practices gained through either study of the relevant theory/or through experience gained over time.

- ***Developing knowledge***
A learning process which will leads to knowledge of.
- ***Working knowledge***
Sufficient to perform function.
- ***Sound knowledge***
Well founded, reliable.
- ***Comprehensive knowledge***
Embracing a wider range.
- ***Detailed/thorough knowledge***
complete.

MAINTAIN

To keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.

MANAGE

To control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.

MANAGEMENT

The technique or practice of managing or controlling.

MONITOR

Check on a regular basis.

NEGOTIATE

To confer with others with a view to reaching agreement.

NOVEL

Extension and application of theoretical principles beyond the normally accepted environment, i.e., creative research or the introduction of new technology.

OPERATION

An action or series of actions done to produce a particular result.

- Operational responsibility
- Answerable for the day to day running.

OVERSIGHT

To look after, guide the work of others, to allocate work without quality/quantity control.

PRACTICE

Regular or systematic action, method.

PROCESS

Course of action, method of operation, to handle in accordance with a prescribed procedure, as in processing work or requisition.

PROFESSIONAL

Requires in its application levels of theoretical knowledge which have been attained only through tertiary study.

PROGRAM

A specially arranged selection of things to be done, a plan, schedule or procedure, to arrange or work out a sequence of operations to be performed.

PROJECT

A proposal, scheme or design, detailed study of a particular subject.

RESPONSIBLE

Liable to be called to account, answerable, accountable for actions.

REVIEW

To rework in order to correct or improve, to make a new, improved or up to date version.

ROUTINE

Regular course of procedure, unvarying performance of certain acts, performed by rule.

SIGNIFICANT

Noteworthy, of considerable amount of effect or importance.

SUPERVISION

To direct, to inspect with authority, to guide and instruct with immediate responsibility for purpose of performance, to superintend, to lead, to allocate work and check against given standards.

- ***Direct supervision***
To control the progress, quality, quantity of.
- ***Regular supervision***
Systematic.
- ***General supervision***
Ongoing, not going into detail.

SUBSTANTIAL

Ample or considerable amount.

SUPPORT

To contribute to the success of, to form a secondary part, subordinate.

TECHNICAL OVERSIGHT

To look at, look after the technical aspect of an activity/function.

TRAINEE LEVEL 2

An officer under the age of 21 years of age classified at level 2 who performs functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices, and who is receiving structured training on a regular basis, according to an appropriate training plan, agreed between the employer and the employee.

UNDERLYING

Fundamental, to form the basis or foundation.

SCHEDULE 3 - SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2019 1st pp on or after

OPDATE 01:10:2019 on and from (Cl. S3.1)

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

1. **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, [as documented in 'Supported Wage System: Guidelines and Assessment Process'].
2. **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.
3. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
4. **Assessment instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

S3.1 Eligibility criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a **Disability Support Pension**.

(This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

(The Award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (as amended) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension in accordance with the requirements of the *Disability Services Act 1986* (as amended) and the Standards contained therein, as amended from time to time).

S3.2 Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of any pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S3.3)</i>	<i>Prescribed award rate %</i>	
10%*	10%*	Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.
20%	20%	
30%	30%	
40%	40%	
50%	50%	
60%	60%	
70%	70%	
80%	80%	
90%	90%	

(Provided that the minimum amount payable shall not be less than \$89.50 per week)

S3.3 **Assessment of capacity**

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the **Supported Wage System** and documented in an **assessment instrument** by either:

- S3.3.1 the employer and a **Union** party to the Award, in consultation with the employee or, if desired by any of these; or
- S3.3.2 the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

S3.4 **Lodgement of assessment instrument**

- S3.4.1 All **assessment instruments** under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the employee, shall be lodged by the employer with the Registrar of SAET.
- S3.4.2 All **assessment instruments** shall be agreed and signed by the parties to the assessment, provided that where a **Union** which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the **Union** by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

S3.5 **Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the **Supported Wage System**.

S3.6 **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro-rata basis.

S3.7 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

S3.8 Trial period

S3.8.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

S3.8.2 During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.

S3.8.3 The minimum amount payable to the employee during the trial period shall be no less than \$89.50 per week.

S3.8.4 Work trials should include induction or training as appropriate to the job being trialled.

S3.8.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause S3.8.3.

APPLICATIONS FILED

<i>File No</i>	<i>Description</i>
3428/2011	NEW AWARD Oupdate 28/07/2011. (Replaces Municipal Officers (South Australia) Award, 1998 (4879/2010)).
4085/2011	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2011. Oupdate ppc 01/10/2011.
5869/2011	AWARD VARIATION Award varied. Cl. 4.1.2 Casual Employees re Casual Loading Case. Oupdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
2642/2012	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2012. Oupdate ppc 01/07/2012.
2998/2013	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2013. Oupdate ppc 01/07/2013.
4313/2014	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2014. Oupdate ppc 01/07/2014.
6362/2015	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2015. Oupdate ppc 01/07/2015.
3220/2016	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2016. Oupdate ppc 01/07/2016.
3367/2017	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2017. Oupdate ppc 01/07/2017.
4406/2018	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2018. Oupdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl. 5.4.2 First Aid Allowance, Cl. 5.5 Safety Net Adjustments, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Wages, Sch. 3 Supported Wage Provisions re SWC 2019. Oupdate ppc 01/07/2019.

<i>File No</i>	<i>Description</i>
ET-19-00746	S 99 REVIEW OF AWARD Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility, Cl. 3.2 Dispute Settling Procedure, Cl. 3.3 Boards of Reference, Cl. 4.1 Employment Categories, Cl. 4.2 Termination of Employment, Cl. 5.1 Classification and Rates of Pay, Cl. 5.6 Economic Incapacity Applications, Cl. 7.8 Family Leave, Sch. 2 Classifications (cl. S2.18 Glossary of Terms), Sch. 3 Supported Wage Provisions. Oupdate 01/10/2019.