Orders

Case Details



Case number ET-21-05263

Applicant City of Playford, Nick Gehlert, Daniel Flaherty, Amalgamated AWU

(S.A.) State Union, Amalgamated ASU (SA) State Union

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Playford Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act* 1994.

This Agreement shall come into force on and from 10 November 2021 and have a nominal life extending until 30 June 2024.

Commissioner Cairney

10 Nov 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





City of Playford

ENTERPRISE AGREEMENT 2021

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CLAUSE 1 TITLE

1.1 This Agreement shall be referred to as the "City of Playford Enterprise Agreement 2021".

CLAUSE 2 PARTIES BOUND

- 2.1 This Agreement will be binding upon:
 - 2.1.1 the City of Playford in respect of Employees employed pursuant to the South Australian Municipal Salaried Officers Award (SAMSOA), the Local Government Employees Award (LGEA) and the Local Government Tourism, Hospitality and Retail Award excluding any position that:
 - 2.1.1.1 is a position employed on a salary exceeding the highest level within the table of Australian Services Union rates in Schedule 5.
 - 2.1.2 the Amalgamated ASU (SA) State Union (the ASU), and
 - 2.1.3 the Amalgamated AWU (SA) State Union (the AWU).
- 2.2 The Employer will provide written advice to Employees upon commencement of employment or promotion to a new position about whether or not the position falls within the coverage of the Enterprise Agreement.

CLAUSE 3 DEFINITIONS

- 3.1 "After Hours" shall mean any hours that fall outside of After Hours Response Officers' ordinary hours of work.
- 3.2 "After Hours Response Officer" shall mean an Employee rostered to be on-call as a response to After Hours issues.
- 3.3 "Agency Staff" shall mean Employees who are Employees of labour hire agencies.
- 3.4 "Agreement" shall mean this Agreement, being the City of Playford Enterprise Agreement 2021 and includes all Schedules attached to it, together with any certified variations or amendments.
- 3.5 "Award" shall mean the SAMSOA and the LGEA.
- 3.6 "Consultation" shall mean the sharing of information and the exchange of views between the parties and, so far as is reasonably practical, to collaborate. This includes the genuine opportunity for Employees to contribute effectively to all decision making processes which may affect them. It provides Employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
- 3.7 "Contracting Out" shall mean the awarding of a contract to an external body.
- 3.8 "Council" shall mean the City of Playford as an organisation in its entirety.
- 3.9 "Do No Harm" Do no physical or psychological harm. This means to other people and extends to our assets, environment and our community. Be honest, respectful and ethical.
- 3.10 "Employee" shall mean a person employed by the Organisation on an ongoing, fixed term full time, part time or casual basis.

- 3.11 "Employer" shall mean the organisation and its Managers acting on behalf of the Employer.
- 3.12 "External Service Providers" is defined as an individual or body engaged by the Employer to perform work on a piecework basis.
- 3.13 "Full Disclosure" means no surprises. Share the right information, with the right people, at the right time, so we can all do our jobs well. Talk about the risks, as well as all of the opportunities. It's not about sharing everything with everyone, but using your judgement to ensure all stakeholders have the information they need, when they need it.
- 3.14 "Internal Service Providers" is defined as an Employee of the Employer.
- 3.15 "Manager" and "Manager-Once-Removed" (MOR) shall mean positions within the organisation that are held accountable for their own work, but also accountable for the output and performance of others. Manager refers to the Employee's direct Manager. Senior Manager refers to the Manager Once Removed, i.e. their Manager's Manager.
- 3.16 "Permanent", for the purposes of describing employment status, shall mean an Employee who is employed directly by the Employer (who is covered by the no forced redundancy provisions of this Agreement).
- 3.17 "New Service" means a service that is not currently delivered by the Employer as of the commencement of this agreement on the 1st July 2021, excluding those already contracted out.
- 3.18 "Parties" shall mean the Employer and the Unions.
- 3.19 "Salary" for the purpose of quantum increase shall mean the Employee's current rates of pay. For the purpose of Voluntary Separation Packages, "salary" shall mean total income including superannuation payment and/or use of vehicle.
- 3.20 "Significantly Effects" is where an Employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to lead to:
 - Termination of employment
 - Major changes to the composition, operation or size of the Employer's workforce or in the skills required
 - The elimination or diminution of job opportunities, promotion opportunities or tenure
 - The alternation of hours of work
 - The need for retraining or transfer of Employees to other work or locations and the restructuring of jobs (Local Government Employee Award)
- 3.21 "Union" shall mean the Amalgamated ASU (SA) State Union (the ASU) and the Amalgamated AWU (SA) State Union (the AWU).
- 3.22 "Workplace Representative" shall mean an ASU member or members elected by the membership of the ASU and/or an AWU member or members elected by members of the AWU, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 DATE & PERIOD OF OPERATION

4.1 This Agreement shall take effect from 1st July 2021 (notwithstanding the actual date of approval by the South Australian Employment Tribunal (SAET) and shall remain in force until 30th June 2024.

CLAUSE 5 RELATIONSHIP TO AWARD

- 5.1 This Agreement shall be in respect to:
 - 5.1.1 those Employees employed pursuant to the LGEA be read in conjunction with the terms of the LGEA; and
 - 5.1.2 those Employees employed pursuant to the SAMSOA be read in conjunction with the terms of the SAMSOA; and
 - 5.1.3 those Employees employed pursuant to the Local Government Tourism, Hospitality and Retail Award to be read in conjunction with the terms of the Local Government Tourism, Hospitality and Retail Award; and
 - 5.1.4 provided that where there is any inconsistency this Agreement shall prevail to the extent of the inconsistency.
- The Employer shall not be prevented from entering into fixed term contracts as provided by this Agreement or Hours Agreements as provided for under the Award or any form of local agreement, given force by exchange of letters and pursuant to this Agreement. The terms and conditions of any such arrangement must not fall below the minimum conditions prescribed by this Agreement.
- The Parties agree they will be bound by the terms and conditions in the current SAMSOA, the LGEA, Local Government Tourism, Hospitality and Retail Award and the *Long Service Leave Act 1987* as amended or replaced for the life of this Agreement. Provided, however, that any Award increases in allowances will be paid by the Employer.
- 5.4 This Agreement supersedes all previous agreements between the Parties.

CLAUSE 6 OUR CULTURE

- 6.1 In providing value to our community, we understand the importance of fostering a workplace where employees feel engaged and are connected to the work of the organisation, to each other, and the community. This is supported through the Foundation Principles; Full Disclosure and Do No Harm.
 - These two principles aim to provide clarity as we aspire to make decisions and realise our goals driven by the highest sense of business and professional integrity. These principles help us create an environment where we can make the most of our skills and genuinely contribute to our community.
- We are committed to maintaining services that deliver quality and value to our community and will prioritise the use of our Employees where they continue to provide a high level of efficiency and cost effectiveness. We will balance delivering enhanced career prospects, and improved wages and conditions for Employees, with the financial needs of the organisation and the community.
- The parties to this Agreement recognise the benefit of having injury prevention strategies in place. To ensure we are addressing health and safety in a holistic way, we are committed to maintaining an environment that supports both the physical and psychological wellbeing of our Employees.

- We are committed to the continuation of the Employee Assistance Program by providing both on and off site counselling services to Employees for the life of this Agreement.
- 6.5 We are an equal opportunity Employer and we embrace diversity in the workplace.
- 6.6 We want to use our skills, our competencies and our experiences, and apply them in order to do our best work in contributing to the achievement of our own, our team's and the organisation's objectives.
- 6.7 We encourage a consultative and collaborative approach to our work. We foster an environment where all parties are involved in the decision-making processes, drawing on the best from our peers, leaders and community. By being part of this organisation, we recognise our responsibility to each other and our community.
- 6.8 We will invest in the appropriate skills, development, and training to support the growth and development of our Employees so that we have the right people, in the right roles, at the right time, through the implementation of workforce planning. We encourage regular, honest and open feedback across all levels of the organisation to build a more sustainable and multi skilled workforce.
- 6.9 We recognise the needs of Employees with personal responsibilities and encourage the balance between work and life.
- 6.10 We recognise that while it is important to demonstrate commitment to policies and procedures, this should not limit the exploration and implementation of new and progressive ways of working.

CLAUSE 7 WORKPLACE RELATIONS CONSULTATIVE COMMITTEE

- 7.1 The parties agree that the Workplace Relations Consultative Committee (WRCC) will operate as the consultative structure for, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of this Agreement.
- 7.2 The WRCC Charter as outlined at Clause 7.3 of this agreement shall regulate the role and operation of the WRCC. The Charter shall be reviewed at least annually or as required.

7.3 WRCC Charter

7.3.1 Focus

The WRCC exists as a forum to assist Employees and Management to partner, support and foster the development of a workplace environment where all employees feel engaged and connected to the work of the organisation, to each other, and the Community.

When evaluating any proposed action or decision all WRCC members will remain focused on:

- Building and maintaining the sustainability of the organisation.
- Building and maintaining positive engagement and wellbeing of Employees.

7.3.2 Role

The WRCC is to operate as the consultative structure for reviewing and monitoring Enterprise Agreements and to assist in the resolution of concerns and/or disputes arising from the operation of said agreements and other major Employee related issues, as well as to work with Employees in providing an engaging and positive place to work.

7.3.3 Terms of Reference

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

- 7.3.3.1 Engage in discussions in good faith and facilitate processes within reasonable timeframes.
- 7.3.3.2 Consider reports and ideas generated by Employees and the Employer representatives on a range of issues.
- 7.3.3.3 Review and monitor the operation and implementation of the current Agreement.
- 7.3.3.4 Assist in the resolution of any disputes arising out of the operation of the current Agreement. This shall not prevent either party having access to the SAET for the purposes of conciliation and/or arbitration.
- 7.3.3.5 Where appropriate assist in the resolution of Employee grievances that have not been resolved through use of the Enterprise Agreement Grievance & Dispute Resolution Procedure.
- 7.3.3.6 Monitor and report on levels of Employee use of the Agreement Grievance & Dispute Resolution Procedure.
- 7.3.3.7 Consider employment related matters.
- 7.3.3.8 During the life of this Agreement discuss and review current Employee relations, Worker Code of Conduct, and policies and procedures with an industrial relations impact and their associated guidelines.
- 7.3.3.9 To monitor on a monthly basis, or as otherwise determined by the Committee the level of fixed term contracts in operation within the organisation.
- 7.3.3.10 Keep a 'finger on the pulse' of the Organisation through the monitoring of workforce climate.
- 7.3.3.11 Develop and implement Employee surveys and facilitate other agreed methods of gathering information.

7.3.4 Monitoring Employee Turnover Trends

- 7.3.4.1 All members of the WRCC shall be provided, on a monthly basis or as otherwise determined by the WRCC, with information regarding any changes or proposed changes to the number of Employees employed by the Employer.
- 7.3.4.2 All members of the WRCC shall be provided, on an annual basis, a copy of the salary register produced as per the *Local Government Act 1999*.
- 7.3.4.3 Unless otherwise specified by the WRCC, all information provided under this clause shall be confidential except for aggregate information such as totals.

7.3.5 Employee Liaison Forum (ELF)

7.3.5.1 A subcommittee of WRCC titled the ELF shall be established to facilitate the addressing of day to day issues at a local work site level.

7.3.5.2 ELF shall consist of:

(i) those members of the WRCC principal consultative structure as agreed between the parties from time to time and any other agreed persons.

7.3.5.3 The role of the ELF shall be:

- to hear and resolve local work site issues of a day to day nature which would otherwise not be referred to the WRCC principal consultative structure in the first instance; and
- (ii) to refer matters not able to be resolved within the ELF to the WRCC principal consultative structure.

7.3.6 WRCC

- 7.3.6.1 The Employer will consult with the WRCC on the relevant Policies and Procedures incorporated into the Policy Governance Framework as amended or replaced.
- 7.3.6.2 Consultation on Policy and Procedure with the WRCC will include discussion on content, dissemination and education strategies.
- 7.3.6.3 WRCC will review Policy and Procedure taking into account organisational, legislative and Employee objectives and requirements.
- 7.3.6.4 WRCC will make recommendations to the Employer regarding the proposed Policy and Procedure updates and/or changes.
- 7.3.6.5 Notwithstanding a process of genuine Consultation between all parties, Council policies may only be approved by the Chief Executive Officer or, where applicable, the elected body.
- 7.3.6.6 The Chief Executive Officer may refer a Policy or Procedure to WRCC with recommendations for further consultation.
- 7.3.6.7 This does not preclude either party from referring a Policy or Procedure with an industrial relations impact as set out in 7.3.3.8 or procedure outlined in Clause 7.3.6 of this agreement to the SAET for resolution.

7.3.7 Reporting/Consultation

- 7.3.7.1 WRCC will regularly communicate its activities to Employees through the distribution of minutes of meetings and regular bulletins.
- 7.3.7.2 Employees shall be consulted prior to WRCC engaging in the process described in Clause 7.3.6.
- 7.3.7.3 WRCC will review its communication strategies at least annually or as required.

7.3.8 Authority

Authority for the operation of the WRCC is vested by Clause 7 of the City of Playford Enterprise Agreement 1st July 2021.

7.3.9 Membership

Committee Membership will consist of up to:

- Three (3) Management representatives employed by the Employer.
- Three (3) ASU representatives elected by ASU members employed by the Employer.
- The Branch Secretary of the ASU or their nominee.
- Three (3) Employee representatives elected by the AWU members employed by the Employer who shall be members of the AWU. At least one Employee representative must be an AWU Workplace Representative.
- The State Secretary of the AWU or their nominee.
- Chief Executive Officer.

Organisational resource support for the Committee:

- A Chairperson(s).
- Minute Taker.
- A representative of the Organisation Development team.

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

7.3.10 Quorum

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

7.3.11 Workplace Representative Support

Consistent with Agreement provisions, Workplace Representatives will be supported in the performance of their role as a member of the WRCC.

7.3.12 Meeting and Frequency

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

7.3.13 Role of Chairperson

The Chairperson will preside at all meetings and ensure:

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

7.3.14 Agenda and Minute Management

- 7.3.14.1 The Minute Taker will prepare and distribute a meeting agenda and any attachments provided by committee members, where practicable, at least two (2) weeks prior to each meeting.
- 7.3.14.2 The Minute Taker will prepare and distribute minutes, where practicable, within

- one week following each meeting and maintain a complete set of minutes from all meetings. Minutes of meetings will be accessible to all Employees.
- 7.3.14.3 The Chairperson is the "Responsible Officer" in the event that any Employee queries the minutes.

CLAUSE 8 GRIEVANCE & DISPUTE RESOLUTION PROCEDURE

- 8.1 The Parties acknowledge that effective communication plays a vital role in the prevention of grievances and industrial disputation.
- 8.2 The Parties are committed to attempting to resolve any issues quickly and through informal means.
- This procedure is not appropriate for the settlement of Equal Employment Opportunity, Harassment or Bullying grievances. Issues of this nature are to be dealt with using the City of Playford Policies and Procedures relevant to these issues as amended or replaced.

8.4 Procedure

This procedure has three levels. The process should take less than three (3) weeks unless the parties to the grievance or dispute agree otherwise.

8.4.1 Level One

- 8.4.1.1 Where an Employee wishes to raise a grievance or dispute, the Employee, in the first instance, shall raise the matter informally and verbally with the person who has undertaken the action causing the grievance or dispute (the respondent). Where an Employee may be uncomfortable addressing the issue directly with the respondent, the Employee may seek assistance from their Manager to seek resolution.
- 8.4.1.2 The respondent shall attempt to resolve the matter and make a full verbal or written response to the complainant.

8.4.2 Level Two

- 8.4.2.1 If the matter remains unresolved, the complainant should approach their Manager about the grievance or dispute. At this level Employee or Union representation can be sought.
- 8.4.2.2 If the respondent is the complainant's Manager, the complainant should approach their MOR or Organisational Development about the grievance or dispute.
- 8.4.2.3 Parties to the grievance or dispute must be given access to all relevant information and documentation, excepting material that is exempt under Freedom of Information (FOI) legislation.

8.4.3 Level Three

- 8.4.3.1 If the matter is not resolved at Level 2 the complainant should approach their MOR or Organisational Development about the grievance or dispute.
- 8.4.3.2 If the respondent is the complainant's Manager, and the complaint is not resolved

- at Level 2 the complainant should then approach the MOR or Organisational Development about the grievance or dispute.
- 8.4.3.3 The preceding procedure does not preclude the right of any of the parties to referring at any time, any matter to the SAET or the Human Rights and Equal Opportunity Commission for conciliation, and if necessary arbitration.

CLAUSE 9 SERVICE DELIVERY

- 9.1 The use of contract labour is recognised as a legitimate way of managing the ongoing challenges of a growth Council in the delivery of services to an expanding community whilst also maintaining a committed and efficient workforce.
- 9.2 The Employer may determine from time to time to utilise external service providers where any of the following criteria is met:
 - 9.2.1 Specialised and/or highly technical tasks for which the Employer does not have the necessary equipment, resources or expertise.
 - 9.2.2 Seasonal or short term work when employment of additional permanent Employees cannot be justified (recognising that the relevant Awards and this Agreement allow for the use of fixed term, casual and Agency Employees).
 - 9.2.3 Large or labour intensive services where the Employer is unable to apply the required equipment or resources without adversely affecting existing services or operations.
 - 9.2.4 For the delivery of new services where it would be more efficient and cost effective to do so, whilst maintaining legislated safety standards and comparable levels of service.
- 9.3 The Employer will only contract out other operations or services not identified in Clause 9.2 above, with consultation and input from Union Representatives. This will be undertaken in a timely manner to ensure contracts will only be awarded when agreement has been reached by the parties involved. A subcommittee will be formed to discuss and make a recommendation on the contracting out of services to the WRCC. This will be comprised of the:
 - Relevant Manager of the work area.
 - Workplace Representative of the relevant Union.
 - Organisational Development Representative.

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

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

CLAUSE 10 FIXED TERM CONTRACTS

10.1 Application of Fixed Term Contracts

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

10.1.1 For positions which are significantly financed by an external funding agreement(s).

- 10.1.2 For positions which are funded through special or additional projects.
- 10.1.3 For positions which are engaged to provide backfill for Employees on leave, including when an Employee takes leave from their substantive role to work on a short term project, maternity leave, paternity leave, long service leave, professional development leave, Workers Compensation and Income Protection.
- 10.1.4 For cadetships, traineeships and other entry level professional development opportunities which are intended or required for professional qualifications and/or memberships.

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

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

10.2 Fixed Term Contract Conditions

- 10.2.1 Fixed term employment contracts offered under this clause shall not contain provisions less favourable than this Agreement.
- 10.2.2 A fixed term contract offered by the Employer shall be for no more than five (5) years.
- 10.2.3 An Employee may terminate the contract by giving a minimum of two (2) weeks' notice.
- 10.2.4 Where there is an intention not to renew a contract and for contracts with a duration of two (2) years, or greater, the Employer shall give the incumbent at least three (3) months' notice of its intention not to renew the contract and the grounds on which the decision was made. Payment in lieu of notice may be granted by the Manager where notice period cannot be provided.
- 10.2.5 Where there is an intention not to renew a contract and for contracts with a duration of less than two (2) years, the Employer shall give the incumbent two (2) weeks' notice.
- 10.2.6 Where the Employer has resolved to continue with the same or a substantially similar position for a further fixed term, or where additional funding from an external body is provided, then the incumbent shall be provided with the opportunity to renew or extend the contract subject to having performed their duties satisfactorily within their job description and the Employer's Performance Improvement and Misconduct Policy and Guidelines (as amended or replaced) process as outlined in the above policy at the time of signing the current contract.
- 10.2.7 Where the Employer decides to create a permanent position from a position that was previously a fixed term contract position, the incumbent shall have the same opportunity as permanent Employees in applying for the position.
- 10.2.8 Prior to signing any fixed term contract the successful applicant will be afforded the opportunity to take advice from the Union or other parties of their choice about the terms of the proposed contract.
- 10.2.9 Where a permanent Employee is successful in obtaining an internal position advertised as a fixed term contract, except where the internal position sits outside the scope of the

Agreement in accordance with Clause 2.1 Parties Bound, the Employee shall not lose their permanent tenure. The Employee shall be regarded as being appointed to the new position for the period for which the fixed term contract was offered. If the Employee does not continue in the new position beyond the period for which it is offered, a position of the same classification as the substantive position will be offered.

- 10.2.10 For the purposes of this clause "substantive position" shall mean the position held by the Employee immediately prior to the fixed term contract position and excludes any acting role.
- 10.2.11 The above provision shall not reduce an Employee's entitlement under Clause 5.4.1 of the LGEA entitled "Mixed Functions".

CLAUSE 11 PERFORMANCE COACHING

- 11.1 The Employer is committed to managing the whole person and building an environment where engagement comes through a connection to the work of the organisation, to each other and the Community.
- 11.2 If employees are successfully delivering their work, giving full disclosure and not doing harm, coaching will be provided to support them through work challenges they may experience.
- 11.3 Where there are gaps in performance, support for Employee development and improvement will be provided.
- 11.4 This may include informal discussions, mentoring or coaching plans.

CLAUSE 12 PERFORMANCE MANAGEMENT & MISCONDUCT

- 12.1 The Employer and Employees will adhere to the principles of procedural fairness when engaging in matters related to misconduct or serious misconduct, as outlined in the Worker Code of Conduct (as amended or replaced).
- 12.2 An Employee has the right to be accompanied by a support person or representative of their choice at formal disciplinary meetings (unless a conflict of interest has been identified).
- 12.3 Warnings will expire within a two year period from the date of issue of the most recent applicable warning.
- 12.4 Employees involved in matters (other than those related to Equal Employment Opportunity, Harassment or Bullying grievances) may appeal the processes and outcomes by referring to Clause 8 of this agreement.

CLAUSE 13 LEARNING & DEVELOPMENT

- 13.1 The Learning and Development Framework (as amended or replaced) will support and foster the development of a workplace environment where all Employees are engaged and connected to the work of the Organisation, to each other and the Community. This will be fostered by an increased opportunity for Employees to engage training as well as their own learning and development. To this end, Employees and Managers will work together to engage in opportunities which are linked to workforce planning needs, their position, capability and professional growth and development.
- 13.2 The employer will provide statutory, mandatory, corporate and professional development training as defined by the Learning and Development Framework (as amended or replaced). This will include the provision of financial support for Employees which may include, but is not limited to:
 - paid time to attend courses/conferences;
 - registration fees;
 - related incidental expenses;
 - study assistance including financial support with tuition fees.
- 13.3 In the interest of Full Disclosure, the budget for these activities will be reported regularly to all employees.

CLAUSE 14 WORK HEALTH & SAFETY

- 14.1 To support the Foundation Principle of Do No Harm and ensure that, so far as is reasonably practicable, employees are safe, both now and into the future, the Employer has put in place processes which allow for the regularly monitoring of factors which can affect Employee health and safety. These include the provisions for drug testing, regular skin checks and weather monitoring outlined below which should be read in conjunction with the relevant policies, procedures and quidelines (as amended or replaced).
- 14.2 Ultraviolet Radiation and Inclement Weather
 - 14.2.1 Employees may opt-in to have a skin check, provided at no cost by the Employer. Although this is voluntary, workers are encouraged to participate in the annual screenings arranged by the employer.

Weather Reading	Changes to Work Practices	
31C - 32.9C	Ten (10) minutes break per hour for manual work.	
33C - 34.9C	Twenty (20) minutes break per hour for manual work.	
35C – 37.7C	Thirty (30) minutes break per hour for manual work.	
> 37.8C	Work in the field shall cease for the remainder of the day. Workers shall be stood down and individually released, or relocated to an agreed suitable environment.	

14.3 Drug and AlcoholDrug and alcohol testing is intended to respond to and deter impairment at work.

The Organisation will provide self-test drug kits to be anonymously accessible by Employees.

CLAUSE 15 WORKPLACE REPRESENTATIVES & UNION TRAINING

- 15.1 Recognition by Employer of Workplace Representative Role
 - 15.1.1 Upon written advice from the Union that one or more members have been appointed as Workplace Representatives, the Employer shall recognise such person or persons as being accredited by the Union for the following purposes:
 - 15.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues.
 - 15.1.1.2 Discussion with duly accredited full time officers of the Union on matters referred to above.
 - 15.1.2 For the purpose of carrying out the functions under sub-clause 15.1.1 above, Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of employment related matters with duly accredited officers of the Union and Union members at the establishment at which they are Workplace Representatives and when so authorised by the Union, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
 - 15.1.3 To assist the Workplace Representative(s) to successfully fulfil the role, the Employer shall communicate matters affecting the worksite to them and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including:
 - 15.1.3.1 freedom of movement;
 - 15.1.3.2 access to telephones;
 - 15.1.3.3 access to e-mail providing that standard protocols and any standards of the Employers policies are observed;
 - 15.1.3.4 printing resources;
 - 15.1.3.5 interview rooms; and
 - 15.1.3.6 a secure place to keep Union information.
- 15.2 Leave Entitlement for Union Committees

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

- 15.3 Union Training
 - 15.3.1 Subject to the following conditions, Workplace Representatives shall be entitled to ten (10) days per annum paid training leave conducted or approved by the Union, or a greater number of days by mutual agreement of the parties, provided that:
 - 15.3.1.1 where practicable, not less than three (3) weeks' notice is given to the Employer of the date of the course.
 - 15.3.1.2 the Employer is able to make adequate staffing arrangements during the period of such leave.

15.3.1.3 in cases where the annual allocation of leave has been exhausted and there is a substantial reason why a Workplace Representative should attend a particular trade union training course, the Union may apply to the Employer for special paid trade union training leave covering the officer's attendance.

15.4 Leave to count as service

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

15.5 Union Notice Board

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

CLAUSE 16 CONSULTATION

- 16.1 Good human resource management is based upon effective partnering with all parties and consultation. Effective and positive consultation is based upon a well-developed, honest and open communication strategy that involves a systematic approach to communication.
- 16.2 To ensure good communication practices are maintained, the Employer will ensure honest and open disclosure, accessibility and participation at all levels of the organisation and prompt dissemination of all information.

CLAUSE 17 INTRODUCTION OF CHANGE

- 17.1 The Employer is committed to ensuring a transparent consultation process and collaborative approach to change, engaging early with Employees and their representatives to develop a proposal which takes into consideration their concerns and aspirations.
- 17.2 At Stage 2 of the Change Management Framework (as amended replaced) Management shall consider practical ways of mitigating the adverse effects of the change on Employees through discussions involving the Employees and the relevant Union.
- 17.3 When Employees are significantly affected by the change, prior to any definitive decisions being made, the Employees and the relevant Union will be provided written details of the proposed change at Stage 3 of the change process as set out in the Change Management Framework.

CLAUSE 18 RETRAINING, REDEPLOYMENT & VOLUNTARY REDUNDANCY

18.1 Employment Security

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

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

18.3 Casual Employees and Employees on fixed term contracts who do not have permanent tenure, subject to Clause 10 'Fixed Term Contracts' (subclause 10.2.9 of this Agreement), are not covered by this clause nor Schedule 4 of this Agreement.

18.4 Redundant Position

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

- 18.4.1 Discontinued functions.
- 18.4.2 Discontinued operations or activities.
- 18.4.3 Amalgamation of functions, operations or activities.
- 18.4.4 There are more Employees than is necessary for the efficient and economical working of the team.
- 18.4.5 Introduction of technological change which will displace functions, operations or activities.
- 18.4.6 Structural change, including but not limited to, workplace change and/or restructuring.

18.5 Consultation

- 18.5.1 Where the Employer intends to implement change that may have a significant effect on employment numbers or result in possible identification of redundant positions, the Employer will consult with affected Employees and their representatives.
- 18.5.1 Consultations will take place in accordance with the Change Management Framework (as amended or replaced) as soon as practicable following a decision to invoke the provisions of this clause.

18.6 Redeployment

- 18.6.1 The Employer will make all reasonable efforts, including retraining, to redeploy Employees whose positions have been identified as redundant, provided that such redeployment has been identified as available.
- 18.6.2 Schedule 4 'Redeployment Process', sets out the application of the redeployment process.

18.7 Redundancy

- 18.7.1 A position may be recognised as genuinely redundant after all reasonable effort has been made to redeploy an affected Employee utilising the Redeployment Process set out under Schedule 4 and no suitable position is available.
- 18.7.2 Where a determination is made that a genuine redundancy exists, the Employer may elect to offer a voluntary separation (severance) package to the affected Employee. Employees are under no obligation to accept an offer.
- 18.7.3 Where the affected Employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of Employees who may be offered such a package.

- 18.8 Voluntary Separation (Severance) Package
 - 18.8.1 An Employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:
 - 18.8.1.1 Equivalent of ten (10) weeks' remuneration.
 - 18.8.1.2 Three (3) weeks of pay for each completed year of service.
 - 18.8.1.3 Two thousand dollar (\$2,000) outplacement fee (paid to the service provider).
 - 18.8.1.4 Pro rata Long Service Leave when five (5) years of service has been attained.
 - 18.8.2 An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

18.9 Re-Employment

- 18.9.1 An Employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Employer.
- 18.9.2 Employees in leadership positions are to ensure that when using employment agencies to engage Agency staff for any purpose, it must be specified that the requirement is for Agency staff who have not accepted a voluntary separation package funded by the Employer in the last two (2) years.

CLAUSE 19 FLEXIBLE WORKING ARRANGEMENTS

- 19.1 The parties recognise the needs of Employees with personal responsibilities and their right to address those responsibilities with minimal impact to their employment. The parties can enter into discussions to facilitate and enable any measures that may assist Employees with balancing work and life.
- 19.2 Employees and Managers together will enable suitable Flexible Work Arrangements that are respectful of the needs of the Employer, team, business unit, community and Employee.
- 19.3 Principles for Decision Making:
 - 19.3.1 Initially, an Employee and their Manager shall discuss the need for and try to enable a Flexible Work Arrangement.
 - 19.3.2 Where agreement is not reached, and/or significant impact is foreseen, the Employee has the option to discuss the need for a Flexible Work Arrangement with their team (or impacted work group) for resolution. Alternatively, they can choose to discuss the need for a Flexible Work Arrangement with their MOR.
- 19.4 Span of Hours for Employees Pursuant to the 'SAMSOA':
 - 19.4.1 Standard hours for each fortnight will be seventy six (76) hours for full time Employees, Monday to Friday inclusive. The span of working hours shall be between 6.30am to 7.00pm without attracting penalty rates.

- 19.4.2 An Employee may elect to work up to nine (9) hours on any workday under a Flexible Work Arrangement, without attracting overtime or any other penalty payment so long as the hours worked are within the span of hours.
- 19.5 Span of Hours for Employees pursuant to the LGEA:
 - 19.5.1 Standard hours for each fortnight will be seventy six (76) hours for full time Employees, Monday to Friday inclusive. The span of working hours shall be between 5.30am 6.30pm without attracting any penalty rates.
 - 19.5.2 A standard day will be 7.00am to 3.57pm or, by mutual agreement, between the span of working hours worked as eight point four five (8.45) hours per day over a nine (9) day fortnight to allow for a fortnightly Rostered Day Off (RDO).
 - 19.5.3 An Employee may elect to work up to ten (10) hours on any workday, including a meal break of thirty (30) minutes, as a Flexible Work Arrangement, without attracting overtime or any other penalty payment so long as the hours worked are within the span of hours.

19.6 Job Share and Part time

- 19.6.1 All Employees are eligible to apply to job share or to work on a part time basis.
- 19.6.2 By mutual agreement, part time Employees may increase their hours of work to a maximum of seventy six (76) hours per fortnight without incurring overtime rates. Such increase in hours shall be at the direct request of the Manager who will determine the business needs in which to pay normal time or agree on Time Off In Lieu (TOIL).
- 19.6.3 An increase in part time Employees working hours will not affect their leave accrual entitlements until such time as their new working arrangement becomes permanent or contracted or is to be worked for a significant amount of time (for periods of three (3) months or greater).

19.7 Rostered Days Off

- 19.7.1 Employees and Managers together will identify suitable RDO arrangements (including the opportunity to work RDOs) that are respectful of the needs of the Employer, team, business unit, community and Employee.
- 19.7.2 An RDO is generally taken on a Monday or Friday or as otherwise agreed. Where an RDO falls on a Public Holiday the Employee will be paid for that public holiday and the RDO will be moved to the following workday or another day by agreement with the Employee's Manager, ensuring service delivery is maintained.

19.8 Application of Overtime

- 19.8.1 Overtime applies when Employees work above their ordinary hours (seventy six (76) hours per fortnight for full time Employees).
- 19.8.2 When overtime is required by the Employer, Employees can choose to work the overtime.
- 19.8.3 Work that has less than twenty four (24) hours of notice and takes place in overtime will attract the appropriate penalty rate.
- 19.8.4 When overtime is worked Employees have the option of either payment or accruing TOIL.

19.9 Payment / TOIL Options

- 19.9.1 If an Employee works above seventy six (76) hours but no more than ninety (90) hours per fortnight (Monday Friday) or up to nine (9) hours on any standard work day (for SAMSOA Employees) or ten (10) hours on any standard work day (for LGEA Employees) the Employee may elect to:
 - 19.9.1.1 accrue TOIL at single time (one (1) hour of TOIL for each hour worked, or part thereof); or
 - 19.9.1.2 be paid at the applicable penalty rate.
- 19.9.2 If an Employee works above ninety (90) hours per fortnight (Monday Friday) or over nine (9) hours on any standard work day (for SAMSOA Employees) or ten (10) hours on any standard work day (for LGEA Employees) they can elect to:
 - 19.9.2.1 accumulate TOIL at the applicable penalty rate; or
 - 19.9.2.2 be paid at the applicable penalty rate.
- 19.9.3 Employees and Managers together will enable suitable TOIL arrangements that are respectful of the needs of the Employer, team, business unit, community and Employee.
- 19.9.4 In the event that the employment relationship is terminated, all outstanding TOIL will be paid to the Employee at the ordinary rate. All negative TOIL will be retained from the Employee's final pay at the ordinary rate.

19.10 Weekend Work

- 19.10.1 Where Employees are required to work a weekend, Employees will have the choice of the following payment options:
 - 19.10.1.1 All payment; or
 - 19.10.1.2 Combination of payment of fifty percent (50%) of hours worked and fifty percent (50%) banked accrued TOIL; or
 - 19.10.1.3 All accrued hours to TOIL.
- 19.10.2 A minimum three (3) hour payment will be made to Employees working on a Saturday and/or Sunday at the appropriate overtime rate. The same will apply for Café and Theatre Employees and any other Employee who agrees to work on a Saturday and Sunday as part of their ordinary hours and agrees to work on non-work days or RDOs.

19.11 After Hours

19.11.1 In accordance with the After Hours Policy and Procedure (as amended or replaced), Employees must not be included in an After Hours roster when taking any form of preplanned leave, such as Annual Leave, Long Service Leave and Personal/Carer's Leave, except where (with the prior approval of the Manager) the pre-planned leave does not unduly interfere with the Employee's duties as an After Hours Response Officer.

CLAUSE 20 LEAVE PROVISIONS

- All leave entitlements are provided in accordance with relevant Award or Legislation. The provisions below are read in conjunction with the relevant leave policies, procedures and guidelines (as amended or replaced).
- Where Employees are unable to attend work due to foreseeable personal needs, Employees and Managers together will enable suitable leave arrangements that are respectful of the needs of the Employer, team, business unit, community and Employee.
- 20.3 All paid leave entitlements exclude public holidays.

20.4 Personal Leave

- 20.4.1 Personal leave, including sick leave (which is accrued as per the Award) can be used when an Employee is unable to attend work due to personal needs.
- 20.4.2 Where there are extenuating circumstances, and the Manager is satisfied in any particular case that the leave authorised by this condition is inadequate, they can provide additional personal leave with pay.
- 20.4.3 The circumstances where Managers may require a certificate are if an Employee is absent due to a surgical procedure, or if there is a pattern of absenteeism due to ill health. Managers may require the Employee to provide a treating medical practitioner certificate to ensure that they can safely perform their role.
- 20.4.4 In cases where there may be an application for Income Protection or a Workers Compensation Claim, Managers and Employees must refer to the applicable procedures and liaise with Organisational Development regarding their application.

20.5 Annual Leave and Long Service Leave

- 20.5.1 Full time Employees shall be entitled to one hundred and fifty two (152) hours of leave per annum. Part time Employees will be entitled to leave on pro rata basis.
- 20.5.2 All permanent and fixed term contract Employees, shall be entitled to an annual leave loading payment equal to seventeen and a half percent (17.5%) of salary for the period of leave accrued. 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 Level 6, increment 2.

20.6 Purchased Leave

- 20.6.1 Employees may choose to purchase up to four (4) weeks of additional leave through a reduction in salary. The Employee's annual salary, reduced in proportion to the leave purchased, is spread evenly across the financial year on a fortnightly basis.
- 20.6.2 Participation in a purchase leave arrangement is for a period of one (1) financial year and is to be renegotiated with the Employee's Manager annually, at the beginning of the financial year.
- 20.6.3 Where an Employee, for reasons beyond their control, is unable to take the purchased leave within the financial year, the Employee will not forfeit the unused purchased leave but will be reimbursed at the end of the financial year.

20.7 Special Leave with Pay

- 20.7.1 Special Leave with pay may be granted by the Manager in the event of extreme misfortune to the Employee.
- 20.7.2 All leave listed below should be taken in accordance with the Leave Policy and Procedure (as amended or replaced).

Description	Maximum periods which may be granted to an Employee in a year	
Pandemic Leave	Up to ten (10) work days per calendar-year period.	
Blood Donation	Two (2) hours per visit (maximum of four (4) visits per year).	
Jury Service	As required by the Sheriff.	
Defence Leave	Thirty (30) days per financial year for Employees in their first years of Reserves service. Twenty (20) days per financial year for all other Employees.	
Emergency Services Leave	Employees may receive up to five (5) days paid leave per calendar year to attend such events, and may take any further leave as unpaid. In a multi-Agency Response, where a Declared State Emergency has not been affirmed, Employees may receive up to an additional five (5) days paid leave per calendar year to attend such events, and may take any further leave as unpaid. In a Declared State Emergency, Employees may receive up to an additional five (5) days paid leave per	
	calendar year to attend such events, and may take any further leave as unpaid. Where the emergency is located within or affects the City of Playford leave with pay will be available to attend such events as required.	

20.8 Special Leave without Pay

20.8.1 Leave without pay may be granted by the Manager, in the event of extreme misfortune or extenuating circumstances, to the Employee.

20.8.2 All leave listed below should be taken in accordance with the Leave Policy and Procedure (as amended or replaced).

Description	Maximum periods which may be granted to an Employee.	
Carer's Leave	Up to four (4) years leave.	
Child Rearing Leave	Up to one (1) years leave.	
Professional Development Leave	Up to one (1) years leave.	
Special Leave without Pay	Up to three (3) months leave.	
Summons to attend Court	As required by Sherriff (as a witness).	
Community Service Leave (volunteering)	Two (2) days unpaid per calendar year.	
Defence Leave (compulsory)	As required by the Australian Defence Force. Council will pay the difference of payment received by the Employee from the ADF and their normal pay ('top up' pay).	

20.9 Compassionate and Bereavement Leave

- 20.9.1 An Employee is entitled to two (2) days Compassionate or Bereavement leave with pay to support the wellbeing of Employees during any bereavement.
- 20.9.2 The Employer may provide additional special leave with or without pay to support the wellbeing of Employees during any bereavement.

20.10 Domestic Violence Leave

- 20.10.1 We are committed to providing support to Employees that experience any abuse related to domestic violence.
- 20.10.2 Employees experiencing domestic violence or supporting someone in their immediate family experiencing domestic violence, can access up to twenty (20) days per annum of paid Domestic Violence Leave to alleviate or remedy any acts of domestic violence.
- 20.10.3 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, Managers will approve any reasonable request from an Employee experiencing Domestic Violence for any appropriate measure including those available under existing provisions for flexible work arrangements.
- 20.10.4 Managers will ensure all information concerning domestic violence will be handled with sensitivity and ensure all personal information concerning the Employee's circumstances is kept on their personnel file and remains confidential.

CLAUSE 21 PARENTAL LEAVE

21.1 All Parental Leave entitlements are provided in accordance with relevant Award or Legislation. The provisions below are read in conjunction with the relevant leave policies, procedures and guidelines (as amended or replaced) and, where applicable, with Clause 19 Flexible Work Arrangements and Clause 20 Leave Provisions.

21.2 Paid Primary Parental Leave

- 21.2.1 In addition to any Federal entitlements, any full time, part time, permanent and fixed term contract Employees, who produce documentation in accordance with the Parental Leave Policy and or Procedure (as amended or replaced), shall be granted this leave on full pay, or pro rata pay for part time Employees, for a period of twelve (12) weeks so long as such application is consistent with the Award and the City of Playford's Parental Leave Policy, Procedure and Guidelines (as amended or replaced).
- 21.2.2 The Employee must have a total of one (1) year continuous service with the Employer at the time of taking Paid Parental leave.

21.3 Paid Secondary Parental Leave

- 21.3.1 In addition to any Federal entitlements, any full time, part time, permanent and fixed term contract Employees, who produce relevant documentation, shall be granted this leave on full pay, or pro rata pay for part time Employees, for a period of two (2) weeks so long as such application is consistent with the Award and the Employer's Parental Leave Policy and Guidelines (as amended or replaced).
- 21.3.2 Paid Secondary Parental Leave may be taken in blocks or single days.
- 21.3.3 The Employee must have a total of one (1) year continuous service with the Employer at the time of taking the leave.

21.4 Paid Adoption Leave

- 21.4.1 In addition to any Federal entitlements, all full time and part time permanent and fixed term contract Employees who submit evidence to the satisfaction of the Employer that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be granted adoption leave on full pay or pro rata pay for part time Employees for a continuous period of twelve (12) weeks commencing from the date of placement of the child with the Employee, so long as such application is consistent with the Award and the City of Playford's Parental Leave Policy and Guidelines (as amended or replaced).
- 21.4.2 The Employee must have a total of one (1) year continuous service with the Employer at the time of taking the leave.

21.5 Appointment Leave

- 21.5.1 Employees who qualify for Paid Primary Parental from the Employer can access an additional total of twenty-four (24) hours' worth of leave for pre-natal, adoption, or post-natal appointments.
- 21.5.2 Appointment Leave is non-cumulative.
- 21.6 Casual Employees Access to Unpaid Parental Leave
 - 21.6.1 A casual Employee shall be entitled to the provisions for unpaid parental leave prescribed within the Award subject to having been employed by the Employer on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months.

CLAUSE 22 BREASTFEEDING

An Employee who is breastfeeding is entitled to reasonable breaks in paid time for lactation purposes.

A clean and private space will be provided, during these breaks for the purpose of expressing milk.

CLAUSE 23 ANNUAL SHUTDOWN

23.1 Shutdown Period

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

23.2 Staffing for Essential Services

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

23.3 Taking of Leave during Shutdown

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

CLAUSE 24 STAND DOWN

24.1 Where Employees are stood down at Management direction, such stand down will be on full pay.

CLAUSE 25 SICKNESS & ACCIDENT PROTECTION

- The Employer will provide and administer, at no cost to Employees, Income Protection through the Local Government Risk Services for the life of this Agreement.
- Income Protection will provide eligible Employees with compensatory payments in respect of loss of income resulting from a Non-Work Related Injury or Illness, with all benefits, waiting periods and exclusions to be determined under the cover in accordance with the relevant policy and procedure (as amended or replaced).
- 25.3 The existing protection cover shall continue to apply for the life of this Agreement.
- The Parties agree to review the suitability of the insurance cover provided, should it be considered this is not meeting the needs of the Employer and the Employees. Any agreed outcome from the review will be given effect by a certified variation to this Agreement.

CLAUSE 26 SUPERANNUATION

- 26.1 Choice of Fund applies and enables existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).
- 26.2 The amount of the Employer superannuation contribution will either be:
 - 26.2.1 Contributions which the Employer must pay to a superannuation fund in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
 - 26.2.2 any additional superannuation contributions which the Employer agrees to pay in respect of the Employee; or
 - 26.2.3 for each Employee who is making "Salarylink Contribution" to Statewide Super.
 - 26.2.4 Any contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Statewide Super; and
 - 26.2.5 any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 26.3 "Salarylink Contribution" has the meaning given to that term under the Trust Deed. The "Salarylink Contribution" is closed to any new members.
- 26.4 The Statewide Super Rules in respect to Employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

CLAUSE 27 SALARY SACRIFICE

- 27.1 Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrificed to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 27.2 The Employee's Salary referred to in this Agreement shall be the pre-sacrificed Salary. However, the parties agree that the net Salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 28 ALLOWANCES

- Where an Employee elects to use their vehicle on or in connection with the business of the Employer he/she is required to maintain a log book record of such usage, the log book is to be made available to the Australian Taxation Office as part of the Employee's annual taxation return.
- 28.2 So that the responsibility of the role and benefit of the allowance is shared, where practicable, Employees will be appointed as either a First Aid Officer or a Mental Health First Aid Officer or a Fire Warden.

CLAUSE 29 DEBTS

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

CLAUSE 30 CORPORATE UNIFORM & PERSONAL PRESENTATION

- A corporate uniform is to be supplied by the Employer to all Employees in roles that are considered customer/public facing, with budget allocations provided to the relevant business units accordingly.
- 30.2 Field Employees are provided with high visibility work wear and steel toed work boots which are considered mandatory to be worn during working hours.
- 30.3 The allocation of outdoor work wear will depend on the tasks performed by the Employee and determined by their Manager. Personal protective equipment will be provided on the basis of tasks performed and replaced due to reasonable wear and tear.

CLAUSE 31 SALARY INCREASES

- 31.1 The following increases shall be applied to current rates of pay shown at Schedule 5:
 - Year 1 (2022) 1.8%
 - Year 2 (2023) 2.5%
 - Year 3 (2024) 2.5%
- 31.2 Salary increases will be payable effective from the first full pay following 1st July each year.
- 31.3 Full time Employees shall receive their classification increment following twelve (12) months in an increment, excluding periods of unpaid leave.
- 31.4 Part time Employees shall receive their next increment having worked the required one thousand nine hundred and seventy six (1976) hours in their current increment.

CLAUSE 32 NO FURTHER CLAIMS

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

CLAUSE 33 NO DISADVANTAGE

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

CLAUSE 34 REVIEW OF AGREEMENT & COMMITMENT TO COLLECTIVE BARGAINING

- 34.1 The Employer commits to ongoing review of this Agreement with the WRCC and will commence negotiations in accordance with the *Fair Work Act 1994*.
- 34.2 Bargaining will commence no later than six months before expiry of this Agreement.

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

CLAUSE 35 SIGNATORIES

Signed for and on behalf of:	
The City of Playford	
55,00	
Chief Executive Officer	
Witness	
On this 29 day of Ochober	_2021
The Amalgamated ASU (SA) State Union	
Mencer	
Branch Secretary	
2 5. Du	
Witness	
On this 22td day of October	_2021
The Amalgamated AWU (S.A.) State Union	
R	
State Secretary	
S, MI Witness	 ,
On this 21Th day of Oct	_2021

SCHEDULE 1 ASU SPECIFIC MATTERS

The following matters shall be applied only in relation to those Employees employed pursuant to the SAMSOA.

1. Annualised Salary Arrangements

- 1.1 An Employee whose job requires regular out of normal hours work may enter into annualised salary agreements to compensate for that work. Such arrangements shall be documented, signed by the parties and the Employee shall be given the opportunity to seek advice from the Union or any other party of their choice. Where these arrangements are made, the conditions outlined in Clause 19 are not applicable.
- 1.2 Such annualised salary arrangements shall be deemed to be compensation in lieu of all entitlements to leave loading, overtime, time off in lieu arrangements (including RDOs), weekend or public holiday penalty rates and any other like payments, including attendance at meetings or functions outside the Employers' usual office hours.

2. Tea and Meal Breaks

- 2.1 An Employee is entitled to short paid breaks that total fifteen (15) minutes per working day, taken at a time convenient to the work area. Breaks from work cannot be traded off against work time i.e. the Employee cannot leave work fifteen (15) minutes earlier.
- 2.2 There should be a lunch break between thirty (30) and sixty (60) minutes each day between 11.30 am and 2.30 pm.
- 2.3 Employees shall be entitled to meal breaks in accordance with the Award.
- 2.4 Meal allowance, where applicable, shall be paid in accordance with Schedule 5 and shall only apply where an Employee has not had twenty four (24) hours of notice that they will be required to work hours that entitle a meal allowance.

3. Casual Employment

3.1 The Award provision is increased from eight hundred (800) hours per year to one thousand (1000) hours.

SCHEDULE 2 AWU SPECIFIC MATTERS

The following matters shall be applied only in relation to those Employees employed pursuant to the LGEA as it stands at 1st July 2012.

1. Tea and Meal Breaks

- 1.1 The morning tea break is to be limited to fifteen (15) minutes duration and is to be taken on site at a time which coincides with a natural break in the work pattern.
- 1.2 A lunch break may be taken no earlier than four (4) hours and no later than six (6) hours after commencing work for the day. It must be of a thirty (30) minute duration and taken at a time convenient to the work team which coincides with a natural break in the work pattern.
- 1.3 A dinner break may be taken where an Employee is required, by the relevant Manager to work in excess of ten (10) hours in any one day. The dinner break must be taken within five (5) hours of the previous meal break and will be a paid break of thirty (30) minutes duration and may be taken off site.
- 1.4 A meal allowance will be provided in accordance with Schedule 5.

2. Award Variations

- 2.1 The following allowances as prescribed within the LGEA have either been absorbed or removed from operation in previous Enterprise Agreements and as such no longer continue to apply:
 - 'Disability Allowance', 'Burning off Grass', 'Cleaning Public Lavatories', 'Handling Money on Behalf of Employer', 'Removal of Dead Animals', 'Confined Spaces', 'Portable Woodchipping Machine', 'Fertiliser Spreader', 'Height Allowance', 'Toxic Substances', 'Travelling Time Allowance', 'Wet Work', 'Plumbing Trades Allowance', 'Driving and Towing Allowance', 'Rockbuster Allowance', 'Cemetery Works', 'Tool Allowance', 'Work in the Rain' and 'Drivers Licence Allowance'.
- 2.2 The 'First Aid Attendant' allowances shall continue to apply.

Attachment A City Operations - Field Staff Classifications

CHARACTERISTIC	LEVEL 1.1	LEVEL 1.2	LEVEL 1.3
INDICATIVE TASKS - Level 1 (Entry Level)	General labouring and assisting with the tasks below: Equipment and plant pre op checks and maintenance Use of hand and motorised tools Washing / cleaning vehicles Cleaner Install traffic management devices Roadside and reserve litter clearing Concrete mixing by hand Hand weeding Push mower operation Pipe layer Metal, rubble, loam, mulch and/or gravel spreading (Manual) Road/verge/footpath construction and maintenance Assist with Turf maintenance of ovals/reserves Assist with Gardening duties including labouring duties such as site preparation, garden bed preparation, sowing, mixing soils, watering, hand weeding and staking Hand application of herbicide Tree maintenance (prunes/lops trees with hand pruning saw, cut and swab trees, transplant and plant trees)		
SKILLS & KNOWLEDGE	A Level 1 Team Member can perform all relevant PFS Level 1 tasks competently and independently.		
GENERAL RESPONSIBILITIES	In their own interest and as a legal obligation, Employees have a responsibility to comply with all Work health and safety provisions. It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford. Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced. Employees are responsible to comply with the Code of Conduct for Council Employees at all times		
PROGRESSION	Progression of Employees will be based on both workforce planning needs and where the Employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 2.1	LEVEL 2.2	LEVEL 2.3
TASKS – Level 2	 All lower PFS Level tasks as required Chainperson/survey assistant Concrete and kerb installation, maintenance and finishing (including setting up and levels) Brick and paver layer (including setting up and levels) Bitumen Works Operation of ride-on and self- propelled plant: Gator, motor mowers, Garbage compactor All facets of vibrating roller operation in accordance with GVM (MR License) All facets Single Axle truck operation in accordance with GVM (MR License) Operation of motorised tools Operation of truck mounted crane All sports related line marking Irrigation work (sprinkler replacement and general repairs) Pruning, lopping and cutting small trees with a chainsaw Cut and swab trees transplant and plant trees 		
SKILLS & KNOWLEDGE	A Level 2 Team Member can perform all relevant Level PFS2 tasks competently and independently.		
GENERAL RESPONSIBILITIES	In their own interest and as a legal obligation, Employees have a responsibility to comply with all Work health and safety provisions. It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford. Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced. Employees are responsible to comply with the Code of Conduct for Council Employees at all times		
PROGRESSION	Progression of Employees will be based on both workforce planning needs and where the Employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 3.1	LEVEL 3.2	LEVEL 3.3	
TASKS – Level 3	License) All facets of FLOCON All facets of Skid-stee Double/dual axle trucl All facets of Road-swe All facets of Load shif All facets of Elevated Road line marking Operation of tractor w Tree maintenance (pr transplant and plant tr Lead Worker The Lead Worker function responsibility to lead a sinfour (4) workers in total (and the content of the lead worker will: Lead and mentor worker relevant records	rac operation ating Roller Operation in accordance with GVM (HR DCON operation II-steer operation II-steer operation II-steer operation in accordance to GVM III-steeper operation III-steeper operati		
SKILLS & KNOWLEDGE	A Level 3 Team Member can perform all relevant Level PFS3 tasks competently and independently.			
GENERAL RESPONSIBILITIES	In their own interest and as a legal obligation, Employees have a responsibility to comply with all Work health and safety provisions.			
	It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford.			
	Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced.			
	Employees are responsible to comply with the Code of Conduct for Council Employees at all times			
PROGRESSION	Progression of Employees will be based on both workforce planning needs and where the Employee has demonstrated competence to progress			

CHARACTERISTIC	LEVEL 4.1	LEVEL 4.2	LEVEL 4.3
TASKS – Level 4	 All lower PFS Level tasks as required Pest and weed technician All facets of Excavator operation All facets of Grader operation All facets of Back-hoe operation Storeperson/Security officer Lead a small work group of up to eight (8) people 		
	Lead Worker		
	The Lead Worker function is in conjunction with their substantive role with the responsibility to lead a small work group which normally comprise no more than (8) workers (all workers will be level 3 or below)		
	The lead worker will:		
	 Lead and mentor workers Keep relevant records Have the ability to read and interpret plans and execute Directly communicate to the Quality Coordinator/Manager. 		
SKILLS & KNOWLEDGE	A Level 4 Team Member can perform all relevant Level PFS4 tasks competently and independently.		
GENERAL RESPONSIBILITIES	In their own interest and as a legal obligation, Employees have a responsibility to comply with all Work health and safety provisions.		
	It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford.		
	Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced.		
	Employees are responsible to comply with the Code of Conduct for Council Employees at all times		
PROGRESSION	Progression of Employees will be based on both workforce planning needs and where the Employee has demonstrated competence to progress		

CHARACTERISTIC	LEVEL 5.1	LEVEL 5.2	LEVEL 5.3	
TASKS – Level 5	 Trade level for: All lower PFS Level tasks as required Arboriculture (Trade certificate) Horticultural (Trade certificate) Motor mechanic- (Trade certificate) (carpenter/joiner- (Trade certificate) Plumber (other than registered sanitary) Electrician (Trade certificate) Fitter and turner welder (1st class) Pest and weed technician (Certification - III required) 			
	Certificate level:			
	Civil Construction (Centrulation)	ert III)		
	All above tasks as requ	ired, plus, and required to	o Lead Worker	
	responsibility to lead a sr	The Lead Worker function is in conjunction with their substantive role with the responsibility to lead a small to medium size work group which would normally comprise no more than (15) (all workers will be level 4 or below)		
	This work level may also include the training of Employees, the keeping of relevant records, and the interpretation/execution of work from plans.			
	The lead worker will:			
	 Lead and mentor workers Keep relevant records Have the ability to read and interpret plans and execute Directly communicate to the Quality Coordinator/Manager. 			
SKILLS &	SKILLS & Commensurate with trade certificate			
KNOWLEDGE	A Level 5 Team Member can perform all relevant lower PFS Level tasks as required.			
GENERAL RESPONSIBILITIES	In their own interest and as a legal obligation, Employees have a responsibility to comply with all Work health and safety provisions.			
	It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford.			
	Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced.			
	Employees are responsi Employees at all times	ble to comply with the Cod	de of Conduct for Council	
PROGRESSION		es will be based on both wor demonstrated competence		

CHARACTERISTIC	LEVEL 6.1	LEVEL 6.2	LEVEL 6.3	
TASKS – Level 6		term projects or complex tasks that are identified by the Manager and yed by the Senior Manager that may be up to 18 months.		
	This could include but no	t limited to:		
	 Responsible for the co 	Responsible for the coordination and implementation of complex project management (e.g. Royal visit) – move information to the box		
	project and may lead a m comprise of no more than the training and mentori			
	Grade 6 Lead Worker	function is in conjunction with their substantive role as the ead a small to medium size work group which shall comprise than fifteen (15) (all workers will be level 5 and below)		
	responsibility to lead a sr			
	_	ay also include the training of Employees, the keeping of and the interpretation/execution of work from plans.		
	The lead worker will:			
	_			
SKILLS & KNOWLEDGE	 Clear understanding of Demonstrated ability to Negotiating and proble Broad understanding Engagement of the re Ability to interpret rele Skills in conducting m Skills in time manager teams work. 	of council business	orocedures ckages ing and organising of own/	
GENERAL RESPONSIBILITIES	to comply with all Work h	as a legal obligation, Emploealth and safety provisions.		
	It is the responsibility of the adopted by the City of Plant	ne Employee to comply with ayford.	all policies and procedures	
	entitlements do not car	ole for managing their leave ry from one period to and policy and/or procedure as	other without approval in	
	Employees are responsible Employees at all times.	e to comply with the Code	e of Conduct for Council	
PROGRESSION		s will be based on both wor demonstrated competence		

CHARACTERISTIC	LEVEL 7.1	LEVEL 7.2	LEVEL 7.3
TASKS – Level 7	Provide support to Manager by coordinating and supervising the ongoing operations of the relevant profile. The Quality Coordinator will allocate and monitor work performance will formally report any poor performance, breaches of policy and/or procedure. Will provide on the job training and mentoring to staff.		
SKILLS & KNOWLEDGE	 Clear understanding of Demonstrated ability systems Negotiating and problems and understanding Engagement of the research Ability to interpret relesearch skills in conducting mand and the relevant qualification Demonstrated ability to relevant plans for tearn ability to plan and the proven ability to plan. Demonstrated ability to current Work Zone Tourrent Work Zone Tourrent First Aid Certon Demonstrated knowled the Knowledge and expensive ability to the proven Time Manage to Demonstrated ability to relate effection Demonstrated ability to relate effection Demonstrated knowledges Basic skills in the use Outlook. 	of council business elevant stakeholders evant plans leeting and minute taking s to undertake the task or p to scope work, identify relevant and external contractors t resolution skills l advocacy skills. and coordinate multiple cor to coordinate Employees with raffic Management certificate edge and skills required for erience of plant and equip	procedures (HR and WHS) learn relevant corporate project ant resources and produce mplex tasks ithin a team environment. te the service profile ment used in the Service to the Service Profile required by business unit. s. and scheduling eople gy One and ECM software including Excel, Word and

GENERAL Quality Coordinators will support Managers by providing coordination and **RESPONSIBILITIES** technical advice and undertake the following: • In their own interest and as a legal obligation, Employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the Employee to comply with all policies and procedures adopted by the City of Playford. • Employees are responsible for managing their leave and accrued time so that entitlements do not carry from one period to another without approval in accordance with EA and policy and/or procedure as amended or replaced. • Employees are responsible to comply with the Code of Conduct for Council Employees at all times **PROGRESSION** Progression of Employees will be based on both workforce planning needs and where the Employee has demonstrated competence to progress.

SCHEDULE 3 THEATRE, CAFES & RESTAURANT STAFF

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

1. Employment Categories

- 1.1 Full time Employees
 - 1.1.1 A full time Employee will work on average seventy six (76) ordinary hours per fortnight.

1.2 Part time Employees

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

1.3 Casual Employees

- 1.3.1 A casual Employee is engaged by the hour for a minimum of three consecutive hours. The employment of a casual Employee may be terminated without notice by either the Employee or the Employer subject to the payment of the minimum amount of wages and subject to the Employee working the time covered by the payment of such wages.
- 1.3.2 Casual Employees will be entitled to a casual loading of twenty five percent (25%) calculated on their base hourly rate in addition to their hourly rate.

2. Hours of Work

- 2.1 The ordinary hours of work will be seventy six (76) per fortnight for a full time Employee.
 - 2.1.1 The span of working hours shall be 6.00am to 12 midnight Monday to Saturday inclusive.

- 2.1.2 A full time Employee may be required and/or directed to work up to twelve (12) hours on any day without attracting overtime or any other penalty payment, provided that no more than five (5) days are worked in any one week, and no more than seventy-six (76) hours are worked in a fortnight period.
- 2.1.3 In circumstances where an Employee is directed, the Manager will provide a minimum of twenty four (24) hours of notice to the Employee. The requirement to work up to twelve (12) hours must be in the genuine interest of work demands. The relevant Manager will consult with the affected Employee and/or workgroup in these circumstances. The workgroup and/or Employee will be provided with the opportunity to arrange suitable alternatives to complete the task.
- 2.1.4 Directive capacity shall not be used to make permanent changes to an Employee's normal working hours/arrangements. Nothing in this Clause shall prohibit the parties from mutually agreeing to any changes to Employee's normal working arrangements.
- 2.1.5 The number of ordinary hours to be worked on any day will be a minimum of three (3) hours and a maximum of twelve (12) hours to be worked in no more than two periods, each period to be continuous except as to meal hours.
- 2.1.6 Full time Employees will be entitled to a minimum of two (2) days per fortnight where they are not rostered to work; wherever reasonably possible these will be consecutive days.

3. Meal Intervals and Allowances

- 3.1 Full- time Employees, in the ordinary course of work, will be entitled to unpaid meal intervals as follows:
 - Lunch: thirty (30) continuous minutes between 12.00 noon and 3.00pm.
 - Dinner: thirty (30) continuous minutes between 5.00pm and 8.00pm.
 - Supper: thirty (30) continuous minutes 10.00pm and 12.00 midnight.
 - Breakfast: thirty (30) continuous minutes between 7.00am and 9.00am.
 - 3.1.1 Part time and casual Employees who work for more than four hours will be entitled to a minimum meal break of thirty (30) minutes.
 - 3.1.2 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
 - 3.1.3 In the event that an Employee is required to work more than five continuous hours without a suitable meal interval, the Employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to Employees engaged to work on a continuous shift roster.

4. Overtime

4.1 Full time Employees will receive overtime calculated to the nearest quarter of an hour, as follows:

- 4.1.1 For all work performed in excess of twelve (12) hours per day or ninety (90) hours per fortnight at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.1.2 For all work performed on a rostered day off/non-rostered work day at the rate of double time for the first three (3) hours and double time thereafter.
- 4.1.3 Part time Employees will receive overtime calculated to the nearest quarter of an hour, as follows:
- 4.1.4 Part time employees who perform work in excess of twelve (12) hours per day or seventy six (76) ordinary hours per fortnight time and one half for the first two (2) hours and double time thereafter.
- 4.1.5 A casual Employee will receive overtime calculated to the nearest quarter of an hour
- 4.1.6 A casual Employee who works in excess of twelve (12) hours per day will be paid overtime at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.1.7 A casual Employee who works more than seventy six (76) hours (excluding overtime worked and paid on a daily basis) in any fortnight will be paid for all hours in excess of seventy six (76), time and a half for the first four hours and double time thereafter.
- 4.1.8 For all work performed between 12:00am and 7.00 a.m. at the rate of double time other than work performed by Employees engaged specifically as cleaners.
- 4.1.9 An Employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such Employee be required to resume work before the expiration of ten hours the Employee will be paid at the rate of double time (normal time plus 100%) until the Employee is released from duty for such period.

5. Sundays

- All Employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time (normal time plus 100%), with a minimum payment for three hours.
- 5.2 Where an Employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum three (3) hour call for work performed on a Sunday will not apply.

6. Annualised Salary Arrangements

An Employee whose job requires regular out of normal hours work may enter into annualised salary agreements to compensate for that work. Such arrangements shall be documented, signed by the parties and the Employee shall be given the opportunity to seek advice from the Union or any other party of their choice. Where these arrangements are made, the conditions outlined in in Clause 20 are not applicable.

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

7. Theatre Technician Classifications

7.1 Theatrical Employee - Level 1

A Theatrical Employee Level 1 is a trainee Employee who is undertaking:

- a) Six (6) weeks induction training in the case of a full time or part time Employee; or
- b) Two hundred and twenty eight (228) hours induction training in the case of a casual Employee.

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

- 1) An Employee at this level performs routine duties to the level of the Employees training:
 - a. works under direct supervision either individually or in a team environment;
 - b. understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - c. understands and utilises basic literacy (English) and numeracy skills.
- 2) An Employee at this level will undertake training in the following indicative tasks:
 - a. safely lift and handle scenery and props and/or equipment;
 - b. uses selected hand tools;
 - c. basic packing and storing techniques;
 - repetition work on automatic, semiautomatic or single purpose machines or equipment;
 - e. maintains simple records;
 - f. uses hand trolleys and pallet trucks;
 - g. apply and comprehend basic theatre terminology and etiquette;
 - h. performs general labouring and cleaning duties;
 - i. communicate and interact effectively with staff;
 - j. effective customer/client service.

7.2 Theatrical Employee - Level 2

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

1) An Employee at this level performs work above and beyond the skills of a Level 1 Employee and to the level of the Employee's training:

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

7.3 Theatrical Employee - Level 3

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

- 1) An Employee at this level performs work above and beyond the skills of an Employee at level 2 and to the level of the Employees' training:
 - a. solves straightforward problems using readily available information;
 - b. works to complex instructions and procedures;
 - as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;

- d. is responsible for the work undertaken;
- e. assists in the provision of on-the-job training to a limited degree.
- 2) Indicative of the tasks which an Employee at this level may perform, are as follows:
 - a. uses precision measuring instruments;
 - b. machine setting, loading and operation;
 - c. rigging (certificated);
 - d. pyrotechnics (certificated and licenced);
 - e. welding which requires the exercise of knowledge and skills above level 2;
 - f. inventory and store control including:
 - g. licenced operation of all appropriate materials/handling equipment;
 - h. use of tools and equipment within the scope (basic non-trades) maintenance:
 - i. computer operation at a higher level than that of an Employee at level 2;
 - j. intermediate keyboard skills;
 - k. performs basic quality checks on the work of others;
 - I. licenced and certificated for fork-lift, to a higher level than level 2;
 - m. Stage door duties;
 - n. advanced lifting and scene/props handling skills;
 - o. scenery, building and prop construction techniques above level 2.
 - p. identifies and meets customer needs in a prompt and courteous manner;
 - q. the ability to work under limited supervision;
 - r. following all identified security procedures of all the Employer's clients.
- 3) Indicative positions of this level include:
 - a. Nil Theatre Technician positions at City of Playford in this classification at the time of drafting this Enterprise Agreement.

7.4 Theatrical Employee - Level 4

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

- 1) An Employee at this level works above and beyond an Employee at level 3 and to the level of the Employee's training:
 - a. understands and applies quality control techniques;
 - b. exercises good interpersonal and communications skills;
 - c. exercises keyboard skills at a higher level than level 3;
 - d. exercises discretion within the scope of this grade;
 - e. performs work under limited supervision either individually or in a team environment;
 - f. able to inspect products and/or materials for conformity with established operational standards;
 - g. operates all lifting equipment incidental to the Employees' work.
 - h. solves problems using readily available information;

- i. works to complex instructions and procedures;
- j. as a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
- k. is responsible for the work undertaken;
- I. an ability to identify and resolve complex service issues; and
- 2) Indicative of the tasks which an Employee at this level may perform, are as follows:
 - a. works from production drawings, prints or plans;
 - b. operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
 - operate and maintain lifting equipment;
 - d. assists in the provision of on-the-job training;
 - e. has an advanced understanding of theatre terminology, etiquette and theatre craft;
 - f. perform a range of engineering maintenance functions; (h) licensed operation of all appropriate materials/handling equipment;
 - g. use of tools and equipment within the scope;
 - h. performs basic quality checks on the work of others.
- 3) Indicative positions of this level include:
 - a. Sound and/or Lighting Technician

7.5 Theatrical Employee - Level 5

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

- 1) A Theatrical Employee Level 5 is required to work above and beyond a tradesperson at Level 4 and to the level of the Employee's training:
 - exercises discretion within the scope of this grade;
 - b. works under minimal supervision either as an individual or part of a team or as a team leader;
 - c. understands and implements quality control techniques;
 - d. provides guidance and assistance as part of a work team;
 - e. responsible for providing training in conjunction with trainers:
 - f. understands and applies quality control techniques;
 - able to inspect products and/or materials for conformity with established operational standards;
 - h. operates all lifting equipment incidental to the Employees' work;
 - i. exercises keyboard and administrative skills at a higher level than Level 4.
- 2) Indicative of the tasks which an Employee at this level may perform, are as follows:

- a. interprets detailed instructions and procedures for others;
- b. insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- c. readily adapts to change in work procedures and associated technologies;
- d. may use innovation to resolve issues which impact on own work area.
- e. exercises initiative where practices not clearly defined.
- f. good interpersonal and communication skills (h) works from production drawings, prints or plans;
- g. operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
- h. operate and maintain lifting equipment;
- i. assists in the provision of on-the-job training;
- j. has an advanced understanding of theatre terminology, etiquette and theatre craft;
- k. performs a range of engineering maintenance functions;
- I. operates a console; and
- m. performs a range of administrative duties including production.
- 3) Indicative positions of this level include:
 - a. Assistant Stage Manager
 - b. Board Operator
 - c. Sound and/or Lighting Technician
 - d. Experienced Technician
 - e. Head Fly Operator

7.6 Theatrical Employee - Level 6

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

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

- g. demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- h. exercises keyboard and administrative skill at a higher level than Level 5.
- 2) The following indicative tasks which an Employee at this level may perform are subject to the Employee having appropriate qualifications or equivalent experience to enable that Employee to perform the particular indicative tasks:
 - a. demonstrates sound communication and/or liaison skills;
 - b. demonstrates a good knowledge of relevant terminology;
 - c. interprets and conveys instructions and procedures;
 - d. reliably represents the work unit;
 - e. required to use innovation to resolve issues which impact on own work area;
 - f. accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - g. provides feedback regarding the work performance of staff;
 - h. responsible for occupational, health and safety.
 - i. ensures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - j. readily adapts to change in work procedures and associated technologies;
 - k. may use innovation to resolve issues which impact on own work area.
- 3) Indicative positions of this level include:
 - a. Deputy Heads of Department
 - Deputy Stage Manager
 - c. Experienced Sound and/or Lighting Technician

7.7 Theatrical Employee - Level 7

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

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

- 2) The following indicative tasks which an Employee at this level may perform are subject to the Employee having appropriate qualification or equivalent experience to enable the Employee to perform the particular indicative tasks:
 - a. provides advice and guidance to Employees, Management and clients;
 - b. prepares correspondence, guidelines and reports;
 - c. demonstrates superior communication and/or liaison skills;
 - d. demonstrates and applies superior knowledge of relevant terminology;
 - e. reliably represents the work unit;
 - f. responsible for creative planning and the achievement of design standards;
 - g. recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - h. demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - i. required to use innovation to resolve issues which impact on own work area.
 - j. accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - k. responsible for occupational, health and safety.
- 3) Indicative positions of this level include:
 - a. Box Office Manager
 - b. Heads of Departments
 - c. Props Master
 - d. Technical Supervisor

7.8 Theatrical Employee - Level 8

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

- 1) In addition to the competencies and tasks performed by a Level 7 Employee, a Theatrical Level 8 Employee works to the level of the Employee's training:
 - demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives;
 - responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production; and
 - c. coordinates and controls either the overall performance activities or a variety of related disciplines.

- 2) The following indicative tasks which an Employee at this level may perform are subject to the Employee having appropriate trade and post trade training or equivalent experience to enable the Employee to perform the particular indicative tasks:
 - a. provide clear directions to a team of Employees, and provide clear strategies for improvement and best practice to Management and clients;
 - b. prepares correspondence, guidelines and reports;
 - c. has responsibility for managing team budgets and delivering to the budget;
 - d. demonstrates superior communication and/or liaison skills;
 - e. demonstrates superior knowledge of relevant terminology;
 - f. reliably represents the work unit;
 - g. responsible for creative planning and the achievement of design standards;
 - h. recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs; and
 - demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - j. required to use innovation to resolve issues which impact on own work area.
 - k. accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
 - I. responsible for occupational, health and safety.
- 3) Indicative positions of this level include:
 - a. Stage Manager

SCHEDULE 4 REDEPLOYMENT PROCESS

The process described within this Schedule shall apply to positions deemed to become redundant pursuant to Clause 18 of this Agreement.

An Employee shall be entitled to representation throughout this process.

Redeployment principles

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

2. Suitable Alternative position

- 2.1 A decision about the suitability of a position for a redundant Employee is to be made having regard to, and attempting to match as far as is practicable, matters including, but not restricted to, relevant and transferable skills, experience and qualifications, hours of work, quantum of hours of work and rates of pay.
- 2.2 A suitable alternative position may include a position with a lower remuneration level if necessary but does not extend to a position which is more than one classification level below that received by the Employee in their substantive position.
- 2.3 Where a suitable alternative position is available the affected Employee will be offered the position in preference to other Employees.
- 2.4 Offers of redeployment will be in writing, quoting the classification, salary/wage, location and attaching a copy of the position description.
- 2.5 Where a suitable alternative position (redeployment) is offered, the Employee will be given ten (10) working days in which to decide to accept or decline the offer. An Employee may request more time (up to ten (10) working days) to decide to accept or decline the offer.
- 2.6 Where an Employee declines more than one reasonable offer of a suitable alternative position, a transfer may be instigated without the Employee's agreement.

2.7 All vacancies must be considered for suitability to under-utilised Employees before the vacancy is advertised either internally or externally to determine whether the skills of the Employee match (including with reasonable retraining) the required skills of the vacancy.

3. Redeployment to a Lower Classification

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

4. Training

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

SCHEDULE 5 RATES OF PAY

ASU RATES OF PAY

Pay Rates Effective from First Full Pay Period following 1st July 2021

.8% increase				
General Officer Level	Class Description	Annual Salary	Fortnightly Rate	Hourly Rate
GO Level 1A	GO1A.1	\$47,612.71	\$1,831.26	\$24.10
	GO1A.2	\$48,947.72	\$1,882.60	\$24.77
	GO1A.3	\$50,280.53	\$1,933.87	\$25.45
	GO1A.4	\$52,952.50	\$2,036.63	\$26.80
GO Level 1	GO1.1	\$55,055.25	\$2,117.51	\$27.86
O LOTOI I	GO1.2	\$56,228.31	\$2,162.63	\$28.46
	GO1.3	\$57,859.57	\$2,225.37	\$29.28
	GO1.4	\$59,619.29	\$2,293.05	\$30.17
	GO1.5	\$61,369.32	\$2,360.36	\$31.06
	GO1.6	\$63,121.29	\$2,427.74	\$31.94
GO Level 2	GO2.1	\$64,898.45	\$2,496.09	\$32.84
20 2010. 2	GO2.2	\$66,654.30	\$2,563.63	\$33.73
	GO2.3	\$68,406.27	\$2,631.01	\$34.62
	GO2.4	\$70,161.29	\$2,698.51	\$35.51
GO Level 3	GO3.1	\$71,909.93	\$2,765.77	\$36.39
20 2010.0	GO3.2	\$73,665.78	\$2,833.30	\$37.28
	GO3.3	\$75,421.90	\$2,900.84	\$38.17
	GO3.4	\$77,173.60	\$2,968.22	\$39.06
GO Level 4	GO4.1	\$78,925.56	\$3,035.60	\$39.94
20101 .	GO4.2	\$80,677.53	\$3,102.98	\$40.83
	GO4.3	\$82,433.38	\$3,170.51	\$41.72
	GO4.4	\$84,187.01	\$3,237.96	\$42.60
GO Level 5	GO5.1	\$85,937.04	\$3,305.27	\$43.49
20 2010.0	GO5.2	\$87,693.16	\$3,372.81	\$44.38
	GO5.3	\$89,448.73	\$3,440.34	\$45.27
GO Level 6	GO6.1	\$92,428.58	\$3,554.95	\$46.78
2010.0	GO6.2	\$95,439.43	\$3,670.75	\$48.30
	GO6.3	\$98,450.28	\$3,786.55	\$49.82
GO Level 7	G07.1	\$101,458.91	\$3,902.27	\$51.35
 	GO7.2	\$104,471.70	\$4,018.14	\$52.87
	GO7.3	\$107,476.47	\$4,133.71	\$54.39
GO Level 8	GO8.1	\$111,091.70	\$4,272.76	\$56.22
	GO8.2	\$114,702.79	\$4,411.65	\$58.05
	GO8.3	\$118,315.81	\$4,550.61	\$59.88

AWU RATES OF PAY

Pay Rates Effective from First Full Pay Period following 1st July 2021

1.8% increase				
Playford Field Staff Level	Step	Annual Rate	Fortnightly Rate	Hourly Rate
PFS Level 1	Step 1	\$59,541.22	\$2,290.05	\$30.13
	Step 2	\$60,143.66	\$2,313.22	\$30.44
	Step 3	\$60,746.11	\$2,336.39	\$30.74
PFS Level 2	Step 1	\$61,348.56	\$2,359.56	\$31.05
	Step 2	\$61,951.01	\$2,382.73	\$31.35
	Step 3	\$62,553.45	\$2,405.90	\$31.66
PFS Level 3	Step 1	\$63,155.90	\$2,429.07	\$31.96
	Step 2	\$63,758.35	\$2,452.24	\$32.27
	Step 3	\$64,360.52	\$2,475.40	\$32.57
PFS Level 4	Step 1	\$64,962.96	\$2,498.58	\$32.88
	Step 2	\$65,565.41	\$2,521.75	\$33.18
	Step 3	\$66,167.86	\$2,544.92	\$33.49
PFS Level 5	Step 1	\$66,770.31	\$2,568.09	\$33.79
	Step 2	\$67,372.75	\$2,591.26	\$34.10
	Step 3	\$67,975.20	\$2,614.43	\$34.40
PFS Level 6	Step 1	\$68,577.65	\$2637.60	\$34.71
	Step 2	\$69,179.82	\$2,660.76	\$35.01
	Step 3	\$69,782.26	\$2,683.93	\$35.31
PFS Level 7	Step 1	\$74,268.50	\$2,856.48	\$35.59
	Step 2	\$76,024.07	\$2,924.00	\$38.47
	Step 3	\$77,779.92	\$2,991.54	\$39.36

CAFES & THEATRES RATES OF PAY

Pay Rates Effective from First full pay period following 1st July 2021

.8 % increase			
Level	Annual Salary	Fortnightly	Hourly Rate
Level 1	\$43,589.93	\$1,676.54	\$22.06
Level 2	\$48,339.46	\$1,859.21	\$24.46
Level 3	\$50,316.25	\$1,935.24	\$25.46
Level 4	\$54,459.18	\$2,094.58	\$27.56
Level 5	\$56,435.96	\$2,170.61	\$28.56
Level 6	\$60,204.29	\$2,315.55	\$30.47
Level 7	\$64,157.58	\$2,467.60	\$32.47
Level 8	\$66,134.08	\$2,543.62	\$33.47

Allowances

Allowances Effective from First full pay period following 1st July 2021

Allowance	Current rate
Motor Vehicle rate per kilometre	\$0.97
Designated Fire Warden weekly allowance	\$14.80
Designated First Aid Officer weekly allowance	\$14.80
Designated Mental Health First Aid Officer weekly allowance	\$14.80
Meal Allowance	\$18.63
After Hours on call Scenario A weekly allowance	\$159.72
After Hours on call Scenario B weekly allowance	\$159.72
After Hours on call Scenario B Inspectors & ICT weekly allowance	\$127.78
After Hours on call Scenario B Inspectors & ICT Phone weekly allowance	\$63.89
After Hours on call Scenario B EHOs	10% of salary