

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	The Corporation of the City of Adelaide Leisure Services Enterprise Agreement No 9, 2023
Employer	Corporation of the City of Adelaide
Case number	ET-22-06359

Orders - Approval of Enterprise Agreement The Corporation of the City of Adelaide Leisure Services Enterprise Agreement No 9, 2023

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 27 March 2023 and have a nominal life extending to 31 December 2025.

The Agreement includes an undertaking as follows in respect to clause 4.5.5, which says *TOIL in excess of 38 hours will not be paid out on termination of employment*:

While the Agreement is in operation, the Council will not refer to or apply this clause.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke.

Commissioner Rogers

27 Mar 2023

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The Corporation of the
City of Adelaide
Leisure Services
Enterprise Agreement No 9, 2023

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THE CORPORATION OF THE CITY OF ADELAIDE LEISURE SERVICES ENTERPRISE AGREEMENT No. 9, 2023

PART 1: APPLICATION AND OPERATION

Clause 1.1 Title

- 1.1.1. This Agreement will be known as the Corporation of the City of Adelaide – Leisure Services Enterprise Agreement No 9, 2023.

Clause 1.2 Parties Bound

- 1.2.1. The parties bound by the Agreement are the Corporation of the City of Adelaide, employees who are engaged at the Adelaide Aquatic Centre and North Adelaide Golf Course, the Australian Municipal, Administrative and Clerical Services Union (ASU) and the Amalgamated AWU (SA) State Union AWU.

Clause 1.3 Date and Period of Operation

- 1.3.1. This Agreement will operate from 1 January 2023 and will remain in force for a period of 3 years from that date and nominally expiring on 31 December 2025.
- 1.3.2. The Parties agree to commence negotiations for a new Agreement six (6) months prior to the nominal expiry of this Agreement.

Clause 1.4 Definitions

- 1.4.1. **Act** means the *Fair Work Act, 1994*, as amended from time to time.
- 1.4.2. **Agreement** means the Corporation of the City of Adelaide, Leisure Services Enterprise Agreement No 9, 2023.
- 1.4.3. **Aquatic Centre** means the Adelaide Aquatic Centre
- 1.4.4. **Award** means the Municipal Employees (Adelaide City Council) Award 2012 or Adelaide City Corporation Award, whichever is appropriate.
- Competitive Tendering** means exposing the provision of works or services to competition through a public tender process, including services provided by Council employees.
- 1.4.5. **Consultation** means an agreed process which will have regard to employees' interests in the formulation of plans which have an impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being implemented.
- 1.4.6. **Continuous Improvement** means ongoing effort applied to the identification, review and implementation of our processes, services and supporting management practices.
- 1.4.7. **Corporation** means the Employer as the Corporation of the City of Adelaide.

- 1.4.8. **Employee** unless specifically indicated, the term employee shall refer to full time, part-time, fixed-term and casual wages employees of the Corporation, party to this Agreement.
- 1.4.9. **External Service Provider** means an external provider of a service required by the Corporation.
- 1.4.10. **Family Violence** means physical, sexual, financial, verbal or emotional abuse by a family member.
- 1.4.11. **Immediate Family** means spouse of an employee (including a defacto spouse), domestic partner (including same-sex partner), child or an adult child (including an adopted child, step-child), parent, grandparent, grandchild or sibling of the employee or employee's spouse/domestic partner, or member of the employee's household for whom they are responsible.
- 1.4.12. **Leisure Services Businesses** means the City of Adelaide's major recreational and sporting facilities, namely the Adelaide Aquatic Centre and North Adelaide Golf Links.
- 1.4.13. **Non-Shift Worker** means an employee who works between the hours of 7.00am and 7.00pm Monday to Friday.
- 1.4.14. **North Adelaide Golf Course** means the North Adelaide Golf Course formerly known as Golf Links
- 1.4.15. **Outsourcing** means an arrangement whereby the Corporation enters into a contract with a service provider from outside the Corporation for the provision of goods and/or services that have previously been provided internally.
- 1.4.16. **Redundancy** means the loss of employment due to the Corporation no longer requiring the job the employee has been doing to be performed by anyone and "redundant" has a corresponding meaning.
- 1.4.17. **SAET** means the South Australian Employment Tribunal established under the *South Australian Employment Tribunal Act 2014*;
- 1.4.18. **Service Specification** means a document that describes the scope, standard and customer base of a specific service required by the Corporation. It is focused on outcomes rather than processes and deals with price, performance standards and mechanisms for evaluating performance.
- 1.4.19. **Shift Worker** means an employee who works on a roster between the hours of 5:00am and 12:00am Monday to Sunday inclusive and work outside of 'Non-Shift Worker' hours.
- 1.4.20. **Unions** means the Australian Municipal, Administrative and Clerical Services Union (ASU) and the Amalgamated AWU (SA) State Union (AWU), organisations of employees registered pursuant to the Fair Work Act, 1994.

Clause 1.5 No Extra Claims

- 1.5.1. The Parties agree that during the life of this Agreement no extra claims will be made by one against the other, in relation to any matter pertaining to the employment relationship, whether dealt with in this Agreement or not.

Clause 1.6 Relationship to the Existing Awards

- 1.6.1. This Agreement shall be read and applied in conjunction with the terms of:

- Municipal Employees (Adelaide City Council) Award 2012
- Adelaide City Corporation Award

as amended and applying at the time of making this Agreement, provided that where there is any intended inconsistency between this Agreement and the Awards, this Agreement shall prevail to the extent of that inconsistency.

- 1.6.2. The Corporation is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the above Awards.
- 1.6.3. An employee commencing their employment with the Corporation after the date on which this Agreement comes into operation, shall be employed in accordance with the terms of this Agreement.

Clause 1.7 Right of Entry

- 1.7.1. An official of the Union may enter the workplace for the purposes of discussion with management or union members or person(s) eligible to be union members to discuss matters pertaining to the employment relationship, in accordance with the South Australian Fair Work Act, 1994. Appropriate notice must be given in writing to the Corporation, and at least twenty-four (24) hours prior to entry, unless another period is reasonable in the particular circumstances of the matter.

Clause 1.8 Organisational Competitiveness

- 1.8.1. The parties to this Agreement are committed to ensure, through an agreed consultative process that includes representation from the ASU and the AWU, that the Aquatic Centre and the North Adelaide Golf Course operates at a level of efficiency and cost effectiveness which, taking into consideration all relevant factors, compares favourably with external providers of similar services.
- 1.8.2. Accordingly, the Corporation will continue to undertake a process of testing competitiveness of all its activities and functions.
- 1.8.3. The Corporation is committed to providing its employees with opportunities to become competitive in-service cost, quality and delivery, providing that it is economically viable to do so.
- 1.8.4. Employees will be given the opportunity to participate in these projects and will be encouraged and trained to design and adopt new work methods and technology to achieve optimum efficiency and effectiveness.

- 1.8.5. The method of reviewing the activities and functions include the following key processes:
- (a) Determination of the quality and standard of service delivery
 - (b) Determination of the full cost of service delivery
 - (c) Establishment of appropriate financial and non-financial key performance indicators
 - (d) Development of service specifications incorporating the above three points
 - (e) Testing of the Leisure Services Businesses activities using these indicators
 - (f) Setting of improvement targets for non-competitive activities and functions that demonstrate competitiveness can be achieved
 - (g) Determination, if appropriate, of actions to achieve targets.
- 1.8.6. Where the review process has determined that actions are required to bring about internal competitiveness, they may include changes to work practices and service delivery. Employees will be provided with necessary training to facilitate these changes.
- 1.8.7. Where a service is deemed to be uncompetitive, the parties agree that alternative service delivery options, including competitive tendering and outsourcing, may be considered and open, constructive negotiations will occur between the parties at the time.

Clause 1.9 Leisure Services Businesses Policy Framework

- 1.9.1. Leisure Services Businesses will ensure that all business and accounting practices are consistent with competitive neutrality principles and that community service obligations are explicitly brought to account and are recognised.
- 1.9.2. Council will manage the Adelaide Aquatic Centre and North Adelaide Golf Course on a competitive basis to support the economic vitality of the City by attracting functions to the City, and to ensure that net revenue is maximised within Council's policy framework.

Clause 1.10 Operating Philosophy

- 1.10.1. The parties have developed a consultative process and will work together to introduce continuous improvement in all areas of performance to deliver gains to the community, the ratepayers and the Leisure Services businesses' employees.
- 1.10.2. The Corporation is committed to the support and development of its employees and the parties are committed to achieving a range of outcomes including:
- Increase both accountability and responsiveness to the community and deliver significant benefits and cost savings to the stakeholders (ratepayers, employees and visitors) of the Leisure Services businesses.
 - Participation by the Corporation, unions, employees and customers in the continuous improvement process particularly in the development of more efficient work and management practices and quality improvement.

- That the Leisure Services businesses maintain a productive and competitive workforce enhanced by skill development, consultative practices, appropriate reward and recognition systems and career development.
- Establish a co-operative partnership with the relevant unions that can facilitate both a positive workplace environment and the removal of unreasonable or restrictive work and management practices with a view to achieving the objectives of the Agreement.

PART 2: EMPLOYEE RELATIONS

Clause 2.1 Negotiating Mechanism

- 2.1.1. The parties agree that the mechanism for negotiating the Enterprise Agreement is the Negotiating Committee.

The Negotiating Committee will consist of:

- CoA Management Representatives
- Employee Representatives
- Union Officials (one Official from both the ASU and AWU)

- 2.1.2. The role of the Negotiating Committee is:

- To formulate an Enterprise Agreement acceptable to all parties.
- To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To consider reports and ideas from all parties on a range of issues
- To communicate meeting outcomes and distribute minutes and other relevant documentation to employees.

Clause 2.2 Consultative Committee

- 2.2.1. A Consultative Committee will be established within three (3) months of certification of this Agreement to create a forum whereby management and employees are jointly committed to effective communication, service improvement, monitoring and review of the application of the Agreement and to foster good employee relations.

- 2.2.2. The objectives of the Committee are to be committed to co-operating positively to increase the efficiency and productivity of the Leisure Services businesses and to enhance the career opportunities and work environment of its employees.

- 2.2.3. The Consultative Committee will consist of:

- CoA Management Representatives
- Employee Representatives from across the Leisure Services businesses
- Union Officials (one Official from both the ASU and AWU)

- 2.2.4. The duties of members shall be to represent the views of their workgroup and those of other employees should they be brought to them. The Committee shall

function in a manner that is respectful and inclusive of all its members.

- 2.2.5. For reference, accurate minutes shall be circulated in the workplace following each meeting.
- 2.2.6. Meetings shall be held at least quarterly or as otherwise determined by the Consultative Committee. Communication in regard to issues arising from the Committee shall be undertaken as determined by the Committee.

Clause 2.3 Workplace Change

- 2.3.1. The parties recognise that the Corporation is influenced by various internal and external factors, including:
 - (a) changes in the *Local Government Act* 1999 (as amended)
 - (b) ongoing organisational structure and process review
 - (c) the Corporation's financial position
 - (d) strategic direction of Council
 - (e) feasibility studies
- 2.3.2. The parties also recognise the rights and responsibility of the Corporation to make decisions affecting the productivity, efficiency and effectiveness of its business and agree that the Corporation may implement changes to its operations related to matters that are not within the framework of this Agreement.
- 2.3.3. In situations where the implementation of changes is likely to have significant effects on employees, the Corporation undertakes to notify employees and Unions specifying the proposed changes and the effects of the changes.
- 2.3.4. Where the Corporation undertakes a feasibility study which may have significant effects, the Corporation shall:
 - (a) discuss with the employees affected and their chosen representative (which may include a union representative), amongst other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which can be taken to eliminate or lessen any adverse effects on employees and shall give due consideration to matters raised and alternatives submitted by the employees, their representative and/or unions in relation to the contemplated changes.
 - (b) Such discussions shall commence as early as practicable upon a decision being taken to investigate the need for change.
 - (c) Prior to the Corporation finally deciding to effect change, the Corporation shall provide in writing to the employees concerned and their chosen representative (which may include a union representative), relevant information about the contemplated changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Corporation shall not be required to disclose confidential information which could be adverse to the Corporation's interests or could be confidential to the affairs

and operations of other person/s or organisations external to the Corporation.

- (d) During a feasibility investigation, the employees, their representatives and/or the unions will offer positive input into the consultative process. The Corporation will provide information subject to the provision of clause (c) above.

2.3.5. Significant effects mean major changes in the composition of the workforce and the elimination or diminution of jobs. Where the Agreement makes provision for alteration of any of these matters, an alteration may be deemed not to have significant effect. Without limiting the right and responsibility of the Corporation to make decisions affecting its productivity, efficiency and effectiveness, the Corporation accepts that where the employees, their chosen representatives (which may include a union representative) or unions propose alternatives as part of this process and upon consideration of those alternatives and the Corporation decides to pursue the introduction of change, the employees may seek referral of any matter to the SAET for conciliation and/or arbitration, prior to the implementation of such change.

2.3.6. Any proposed changes that will affect employee numbers will occur in accordance with Management of Change Procedures (Appendix A) and TVSP Guidelines (Appendix B) of this Agreement.

Clause 2.4 Dispute Settling Procedure

2.4.1. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to customer service and work performance. It is the intention for matters to be resolved promptly at the local level.

2.4.2. During any dispute resolution process, every endeavour will be made to ensure the status quo existing immediately prior to the matter giving rise to the dispute will remain and work will continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction unless an employee has a reasonable concern about an imminent risk to his or her health and/or safety.

2.4.3. No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

2.4.4. A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

2.4.5. Notwithstanding any other provisions having application to the Corporation, any grievance or dispute over the application of this Agreement will be handled as follows:

Stage 1: Discussions between the employee(s) and supervisor and, if requested, the employee's representative which may include a union representative.

Stage 2: Discussions between the employee(s), the relevant Associate Director, the employee's representative (if requested) which may

include a union representative and a member of the People Services Team.

Stage 3: Discussion between the employee, the relevant Director, the Manager People (or his/her delegate) and the employee's representative (if requested) which may include a union representative.

Stage 4: Referral either jointly or individually to the SAET for conciliation and/or arbitration.

- 2.4.6. A party to the dispute may appoint another person, organisation or association to represent them in relation to the dispute at any stage.
- 2.4.7. There will be a commitment by all parties to adhere to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages the relevant facts will be clearly identified and recorded.
- 2.4.8. Sensible time limits will be allowed for the completion of the various stages. Discussions outlined in Stages 1-3 above should, if possible, be arranged within 24 hours after the request of the employee or the employee's representative. All stages of the procedure should, where practicable, be finalised within seven (7) days.
- 2.4.9. In order to allow for peaceful resolution of grievances the parties are committed to avoiding stoppages of work, lockouts or any other bans limitations on the performance of work while the procedures of negotiation, conciliation and/or arbitration are being followed.
- 2.4.10. The parties will ensure that all practices applied during the operation of the procedure are in accordance with equal opportunity and safe working practices and consistent with established custom and practice at the workplace.

Clause 2.5 Employee Disciplinary Policy and Procedure

2.5.1. The purpose of this policy and procedure is to:

- (a) Ensure that all leaders have a framework in which to effect responsible disciplinary processes within the workplace.
- (b) Ensure that all employees know and understand the disciplinary processes.
- (c) To provide a workplace environment where employees are committed to performing to the best of their abilities.
- (d) Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance and/or meet acceptable standards of behaviour.
- (e) To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards; and
- (f) To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees.

2.5.2. Representation

- 2.5.2.1. The employee may have another person of their choosing present at any or all stages of the disciplinary process.

2.5.3. The Process - Minor and Serious Misdemeanours

- 2.5.3.1. For the purposes of this clause, a misdemeanour relates to both poor work performance and unacceptable behaviour.
- 2.5.3.2. A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.
- 2.5.3.3. A number of minor misdemeanours may be categorised as a serious misdemeanour.

2.5.4. Minor Misdemeanour

- 2.5.4.1. A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by a supervisor.
- 2.5.4.2. Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanours(s), the supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.
- 2.5.4.3. The supervisor may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected.

2.5.5. Serious Misdemeanour

- 2.5.5.1. A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

2.5.6. Formal Disciplinary Action (Serious Misdemeanour)

The First Stage

- 2.5.6.1. The supervisor will conduct an investigation into the matter.
- 2.5.6.2. Following the investigation, the employee will be informed of the facts and asked to provide a response.
- 2.5.6.3. If the employee's response is unacceptable, then he or she will be given a first warning.
- 2.5.6.4. The supervisor will keep a detailed record of the serious misdemeanour, the employee's response and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the

document will be provided to the employee. A further copy will be sent to the Manager People (or his/her delegate).

- 2.5.6.5. The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the supervisor's report.

The Second Stage

- 2.5.5.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the supervisor may implement counselling or guidance session(s) or may decide that further formal disciplinary action is necessary. The procedure to be followed is as per clauses 2.5.6.1 and 2.5.6.2 of the First Stage.
- 2.5.5.7 If it is decided to effect further counselling and/or guidance the supervisor will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People (or his/her delegate).
- 2.5.5.8 If the employee's response is unacceptable a second warning will be given in the presence of a more senior leader. The same procedure as per clauses 2.5.6.1 and 2.5.6.2 of the First Stage will be followed.
- 2.5.5.9 When situations arise where an employee commits misconduct bordering upon gross misconduct, the leader, after consulting a more senior leader, may elect to immediately apply the second stage process.

The Third Stage

- 2.5.5.10 In the event of further misdemeanour, the supervisor having conducted an investigation will, in the presence of a more senior leader meet with the employee, advise of the facts and seek a response.
- 2.5.5.11 If the response is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken to terminate their services.
- 2.5.5.12 All of the facts, including the employee's response and reasons will then be referred to the Manager People (or his/her delegate) who will consult with the relevant Director (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.
- 2.5.5.13 Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the relevant Program Manager and the Manager People (or his/her delegate).
- 2.5.5.14 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination

to the employee will detail the reasons for termination of employment.

- 2.5.5.15 If the employee is to be demoted and/or transferred, they will be advised, and a formal letter provided to them.

Clause 2.6 Gross Misconduct - Instant Dismissal

- 2.6.1. The Corporation has the right to dismiss an employee without notice for gross misconduct. In such instances, the employee will only be entitled to payment for work already performed.
- 2.6.2. Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate the contract of employment. Each case will be considered on its facts.
- 2.6.3. The supervisor will thoroughly and immediately investigate the matter.
- 2.6.4. The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses and respond fully.
- 2.6.5. A decision to dismiss will only be made following consultation between the Manager People (or his/her delegate) and the relevant Director (or his/her delegate).
- 2.6.6. Where an immediate decision is not practical, the supervisor may suspend the employee from duty without loss of ordinary pay.
- 2.6.7. If it is determined that immediate dismissal is the appropriate course of action, then the employee will be advised both verbally and in writing.
- 2.6.8. If it is determined that alternative disciplinary action is appropriate, the options available within this clause being the warning process and/or guidance and counselling and/or demotion or transfer can be used in accordance with this clause.

Clause 2.7 Matters for Review

- 2.7.1. The parties agree that during the life of the Agreement, the Role Classification Framework and Criteria will be reviewed by the Consultative Committee.
- 2.7.2. The City of Adelaide, ASU and AWU are committed to ensuring this matter is appropriately resourced through the life of this Agreement. Appropriately resourced means to a level agreed between all parties.

PART 3: EMPLOYMENT CATEGORIES

Clause 3.1 Types of Employment

- 3.1.1. Employees who have a contract of employment with the Corporation may be employed on a full time, part time, fixed term or casual basis.

- 3.1.2. Casual employees, contracted to the Corporation for an extended period of time, on regular hours will be identified and where possible such shifts will be offered on a permanent or fixed term basis.

Clause 3.2 Full Time Employment

- 3.2.1. The contract of employment will be an average of 38 hours per week.

Clause 3.3 Part Time Employment

- 3.3.1. A Part Time employee may be engaged for employment up to 38 hours per week averaged over a 52-week roster. Any hours worked over 38 hours per week will be paid at an overtime rate. Hours may vary over a roster period that is established under the agreement by the employer and employee.
- 3.3.2. Salary payments and all leave entitlements shall be calculated on a pro-rata basis.

Clause 3.4 Casual Employment

- 3.4.1. The contract of employment for a casual is by the hour and may be terminated by either party giving one hour's notice or payment in lieu thereof.
- 3.4.2. Where a casual employee is requested to work and due to unforeseen circumstances is sent home, they shall be paid a minimum of two (2) hours.
- 3.4.3. Minimum hours of engagement for casual employees will be three (3) hours with the exception of casual employees employed in:
1. Swim School
 2. Birthday Parties
 3. Range Ball Collection
 4. Active Kids Program

Casual employees engaged in the teams detailed in 1-3 above will be engaged for a minimum of two (2) hours.

- 3.4.4. Casual employees shall be paid a 25% loading in lieu of all leave entitlements (excluding long service leave) and other allowances.

Clause 3.5 Fixed Term Employment

- 3.5.1. Whilst permanent employment is preferred, in some instances fixed term contract arrangements are acceptable in preference to alternative labour sources. The engagement of individuals employed on fixed term contracts from the date of certification of this Agreement will be restricted to:
- those occasions where it is necessary to undertake a specific project of limited duration *or*
 - where the Leisure Services businesses are able to identify opportunities to offer fixed-term contracts in preference to casual employment *or*
 - where employment is being facilitated by funding from an external source *or*

- for programs within the Aquatic Centre/ and North Adelaide Golf Course that operate for a fixed period or term i.e. swim school terms.

3.5.2 Where an employee meets the above criteria for a fixed-term contract, they are to be covered under the terms, conditions and remuneration stated under this agreement.

3.5.3 The offering of fixed-term contracts will not reduce the total number of permanent roles across the Leisure Services businesses but will complement the overall permanent and casual resourcing model.

3.5.4 Where an employee is employed in accordance with 3.5.1 above on one (1) or more fixed-term contracts and the total continuous term exceeds 24 months, the Corporation will review the employment arrangement in consideration of the ongoing needs of the Leisure Services businesses, and where possible, will seek to identify permanent employment opportunities for the employee.

3.5.5 Where an employee who is employed on a permanent basis with the Corporation successfully applies for a fixed term position, the employee will return to their substantive position at the end of the fixed term period. The substantive position may be filled for the period of the fixed term by another fixed term contract.

Clause 3.6 Job Sharing and Part-Time Employment

3.6.1 The parties recognise the mutual benefits to the Corporation and its employees which are created by greater opportunities for job sharing and part-time work as:

- Employees are able to re-enter the workforce and deal with personal responsibilities, retain their skills and career opportunities.
- The Corporation will retain employee skills and reduce costs and customer service implications associated with employee turnover, retraining and absenteeism.

3.6.2 Job sharing which is beneficial to both the Corporation and employee(s) and which is entered into by genuine mutual agreement will be supported by the parties to this Agreement.

3.6.3 All employees covered by this Agreement are eligible to apply to job share or to work on a part-time basis. The Corporation will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the employee(s) concerned.

3.6.4 Arrangements for job sharing and part-time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

Clause 3.7 Probation

3.7.1. All employees (excluding casuals) will be on probation for a term of six (6) months from initial engagement.

- 3.7.2 At least two (2) weeks prior to the completion of the six (6) months, and whenever necessary prior to that time, an employee's performance will be assessed. The employee will be provided with a copy of the assessment.
- 3.7.3 In the event of any adverse assessment being made, an employee will be entitled to relevant counseling and training, the mode of the counseling and training to be determined by the Corporation in consultation with the employee.
- 3.7.4. During the probationary period, if the Corporation terminates an employee's services, the Corporation will provide two (2) weeks' notice, or payment in lieu of notice, unless the employees is guilty of gross misconduct.

PART 4: HOURS OF WORK AND RELATED MATTERS

Clause 4.1 Hours of Work

- 4.1.1. The ordinary hours of work shall be 1976 hours over 52 consecutive weeks inclusive of all forms of approved leave.
- 4.1.2. A maximum of ten (10) hours (excluding unpaid meal breaks) may be worked in one day, unless otherwise agreed by the parties.
- 4.1.3. Employees directed to work overtime may accumulate up to two (2) hours TOIL in excess of their rostered ordinary hours on any shift.
- 4.1.4. These hours must be taken within three (3) months of their accrual. Where the employer is unable to allow the employee to take this time off, then arrangements will be made for this accrued time to be paid out at the appropriate overtime rate/s.
- 4.1.5. The ordinary hours shall be worked between the following hours:
 - Shift Workers 5:00 am to 12:00 am Monday to Sunday
 - Non-Shift Workers 7:00 am to 7:15 pm Monday to Friday*

*Where a Non-Shift Workers that has been employed prior to the commencement of this Agreement is rostered post 7.00pm this will only be by mutual agreement.

- 4.1.6. Employees working more than six (6) hours per day (excluding a meal break) shall be entitled to one (1) paid 15-minute rest break to be taken as operational requirements determine.
- 4.1.7. Employees working more than six (6) hours per day (excluding a meal break) shall be also entitled to one (1) unpaid meal break of not less than 30 minutes, to be taken as between three (3) and seven (7) hours after the commencement of work. Employees requested to work through a meal break shall be paid at the rate of time and a half for the period when the meal break would have been taken.

- 4.1.8. Employees working more than 8.5 hours per day, in addition to the provisions in clauses 4.1.6 and 4.1.7, shall be entitled to an additional fifteen (15) minute break.
- 4.1.9. Employees working more than three (3) hours but less than six (6) hours per day shall be entitled to a fifteen (15) minute rest break to be taken as operational requirements determine.

Clause 4.2 Rosters

- 4.2.1. A roster of working hours will be issued to each "Shift Worker" and the standard roster may be altered to cater for operational requirements as determined by the employer through consultation with employees.

Clause 4.3 Overtime

- 4.3.1. Where an employee is directed by the employer to work overtime it shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter, except that all overtime worked after 11:00pm and prior to 5:00am shall be paid for at double time.
- 4.3.2. Overtime worked on a Sunday shall be paid for at double time.
- 4.3.3. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, such that the employee has not had at least eight (8) consecutive hours off duty between those times, shall be released after the completion of such overtime until eight (8) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 4.3.4. An employee (other than a casual) who is required to work for more than two (2) hours after their normal ceasing time on any day shall be paid a meal allowance (in accordance with the relevant Award) where a meal is not provided. "Non-Shift Workers" who are required to work beyond 1:30pm on a Saturday, Sunday or Public Holiday shall also be paid a meal allowance where a meal is not provided.
- 4.3.5. The allocation of overtime hours, will, where possible, be offered on an equitable basis.

Clause 4.4 Call Outs

- 4.4.1. An employee recalled to work after the expiration of the employee's ordinary working hours (having been notified before or after leaving the premises) for the day and who returns home on the completion of such overtime shall be paid for a minimum of four (4) hours work at the appropriate rate.
- 4.4.2. An employee shall not be entitled to a minimum payment in respect of each call out on the same day where additional call outs occur during the course of the original call out.

Clause 4.5 Time Off In Lieu of Overtime

- 4.5.1. Employees who are directed to work in excess of ordinary hours may elect to 'bank' such hours in lieu of payment.
- 4.5.2. Such time-off shall be either:
- time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate *or*
 - time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.
- 4.5.3. By mutual agreement between the employee and the Corporation, at a time convenient to both, time off may be taken in lieu of overtime payment provided that the Corporation shall not unreasonably deny an employee's request for leave.
- 4.5.4. The maximum hours which any employee may "bank" as TOIL should not exceed 38 hours at any one time.
- 4.5.5. TOIL in excess of 38 hours will not be paid out on termination of employment.
- 4.5.6. An appropriate system will be developed to record:
- TOIL accrual
 - TOIL approval *and*
 - the taking of TOIL

Clause 4.6 Changes to Hours of Work

- 4.6.1 The parties recognise the need for changes in the delivery of services, cyclic and seasonal demands, which may require the need to change the ordinary hours of work for permanent employees. Such changes are not intended to provide a substitute for overtime entitlements but enable the Council to provide effective and efficient services.
- 4.6.2 While it is the intention of the Council to seek changes to the hours of work of permanent employees through consultation and mutual agreement with the employee(s) concerned, where mutual agreement cannot be reached, the following conditions will apply.
- 4.6.3

Period of Notice Required	Type of Change	Means of Change
14 days	Short term change/specific projects/alternate duties between 2 - 6 weeks in duration.	<ul style="list-style-type: none"> • Consultation with individual employee, or • if agreement is reached with the majority of team, the proposed change will be implemented, or • Provision of notice.

21 days	Medium term change/specific projects/alternate duties greater than 6-weeks but less than 3-months.	<ul style="list-style-type: none"> • Consultation with individual employee, or • if agreement is reached with the majority of team, the proposed change will be implemented, or • Provision of notice.
21 days	Long-term (> 3 months) or Permanent Change within span of hours.	<ul style="list-style-type: none"> • Change through mutual Agreement, or • Provision of notice.
By negotiation	Permanent Change outside span of hours (including introduction of shift work/alternate rostering/split shifts).	<ul style="list-style-type: none"> • Discuss as part of the Change Management Process, and • By negotiation.

PART 5: POSITION, WAGES, BENEFITS AND OTHER CONDITIONS

Clause 5.1 Payment of Wages

- 5.1.1. The Corporation will make payment of wages to employees on a fortnightly basis by means of electronic funds transfer into recognised financial institution accounts nominated by the employee. Provided that any decision of SAET is computed initially to apply on a weekly basis.

Clause 5.2 Rates of Pay

- 5.2.1 The following wage increases shall apply during this Agreement:

- An increase of 4% to apply from the first full pay period commencing on or after 1 January 2023.
- An increase of 3% from the first full pay period commencing on or after 1 January 2024.
- An increase of 3% from the first full pay period commencing on or after 1 January 2025.

- 5.2.2 Annual wages shall be paid in accordance with the salary scale in Appendix C of this Agreement.

- 5.2.3 The rates of pay for “Shift Workers” are inclusive of penalties for Shift Work, Weekend Work and for First Aid, Toilet Cleaning, handling of alcohol and cash handling allowances.

- 5.2.4 A sessional employee is one who is employed to undertake a particular task for a predetermined payment. Sessional employment may include but is not limited to group fitness and personal training.

- 5.2.5 The sessional rate incorporates compensation for class preparation, client liaison before and after classes and provision of such equipment and class aids that are necessary for the conduct of the session and that are not provided by the employer.

5.2.6 Lump Sum Payment – Shift Workers

5.2.6.1 In addition to the salary rates provided in Appendix C, and provided that the conditions of this clause are met, Shift Workers will be paid an amount in the first full pay period following the Shift Worker's anniversary date of commencement of employment as a permanent/fixed-term employee (Anniversary Date). The conditions of this payment are as follows:

- The payment will be the equivalent of one (1) week's salary calculated according to the employee's ordinary hours of work (Lump Sum Payment).
- Taxation is to be deducted from the Lump Sum Payment and remitted to the Taxation Office in accordance with relevant legislation.
- The Shift Worker must be in employment as at the Anniversary Date. An employee under notice of termination (or having given notice of resignation) will be considered 'in employment' within the meaning of this clause.
- The payment is in recognition of Public Holidays for Shift Workers in the twelve (12) month period up to and including the Anniversary Date, and he/she must have worked in the previous twelve (12) month period on a continuous basis within the Leisure Services businesses.
- In the case of Part Time employees, the Lump Sum Payment will be calculated by reference to the average hours of work of the Part Time Shift Worker in the previous twelve (12) month period to the Anniversary Date.

5.2.7 Where a Shift Worker is entitled to a Lump Sum Payment, in line with clause 5.2.6, they may elect to:

- receive an additional 5 days leave per year in lieu of receiving the Lump Sum Payment; OR
- receive a combination of a Lump Sum Payment and additional leave each year in lieu of solely receiving the Lump Sum payment.

Where an employee elects to receive an additional 5 days leave per year in lieu of receiving the lump sum payment the conditions of this are as follows:

- The employee will be required to make a request in writing at least 6 weeks before their anniversary date to receive 5 days additional leave in lieu of the Lump Sum Payment.
- In the first full pay period after their anniversary date, the employee will receive the five days of additional leave.
- The five days leave is to be taken by 30 June the following year, and is not cumulative.

- Taxation is to be deducted from the leave and remitted to the Taxation Office in accordance with relevant legislation.
- The Shift Worker must be in employment as at the Anniversary Date. An employee under notice of termination (or having given notice of resignation) will be considered 'in employment' within the meaning of this clause.
- The provision of the additional leave is in recognition of Public Holidays for Shift Workers in the twelve (12) month period up to and including the Anniversary Date, and he/she must have worked in the previous twelve (12) month period on a continuous basis within the Leisure Services businesses.
- In the case of Part Time employees, the leave entitlement will be calculated by reference to the average hours of work of the Part Time Shift Worker in the previous twelve (12) month period to the Anniversary Date.
- Where employment is terminated within the next twelve months, any leave not taken will be paid out.

Where an employee elects to receive a combination of a lump sum payment and additional leave in lieu of solely receiving the Lump Sum Payment the conditions of this are as follows:

- The combined payment and leave will be the equivalent of one (1) week's salary calculated according to the employee's ordinary hours of work.
- The employee will be required to make a request in writing at least 6 weeks before their anniversary date to receive a combination of a lump sum payment and additional leave in lieu of solely receiving the lump sum payment. In their request the employee will need to detail how many days leave they are seeking.
- Full-time employees can access from between one to four days as leave.
- In the first full pay period after their anniversary date of commencement of employment, the employee will receive the nominated days of additional leave.
- The nominated leave is to be taken by 30 June the following year, and is not cumulative.
- The Lump Sum Payment component will be the equivalent of one (1) week's salary calculated according to the employee's

ordinary hours of work (Lump Sum Payment), less the leave taken.

- Taxation is to be deducted from the Lump Sum Payment made and the leave taken, and remitted to the Taxation Office in accordance with relevant legislation.
- The Shift Worker must be in employment as at the Anniversary Date. An employee under notice of termination (or having given notice of resignation) will be considered 'in employment' within the meaning of this clause.
- The provision of the Lump Sum Payment and the additional leave is in recognition of Public Holidays for Shift Workers in the twelve (12) month period up to and including the Anniversary Date, and he/she must have worked in the previous twelve (12) month period on a continuous basis within the Leisure Services businesses.
- In the case of Part Time employees, the total entitlement for the Lump Sum payment and the leave entitlement combined will be calculated by reference to the average hours of work of the Part Time Shift Worker in the previous twelve (12) month period to the Anniversary Date.
- Where employment is terminated within the next twelve months, any leave not taken will be paid out.

5.2.8 As a result of conciliation in the former SAIRC in August 2012 regarding interpretation of this clause, the following extracts from the Order of Cr McMahon is included as agreed:

- **Anniversary Date**, for the purposes of interpreting clause 5.2 (including sub-clauses within it) will mean 1 July of each year.
- **Continuous Basis** means service not broken by a cumulative period of unpaid leave of three (3) months or more in any Year.
- **Public Holiday** means New Year's Day, Australia Day, Adelaide Cup Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Proclamation Day, and does not include the part-day public holidays on Christmas Eve and New Year's Eve.
- **Year** means a financial year, 1 July to 30 June.
- That in respect of any year commencing 1 July, Shift Workers (as defined by the Agreement) will receive the lump sum payment in the first full pay period after 1 July of that year if the Shift Worker has been employed on a Continuous Basis by the Corporation in the previous 12-month period.
- A Shift Worker who has worked on five (5) Public Holidays in a Year, and who is rostered to work on any further Public Holiday(s), will be entitled to

payment for all time worked on the further Public Holiday(s) at an hourly rate of 150% of the Shift Worker's ordinary rate of pay.

- If a Shift Worker is rostered to work on the part-day public holidays on Christmas Eve and New Year's Eve, the Shift Worker will receive an hourly rate of 150% of the Shift Worker's ordinary rate of pay. It is agreed that work on these part-day public holidays does not count toward a Shift Worker's tally of five (5) Public Holidays worked in any Year.
- If a Shift Worker ceases employment with the Corporation during a Year, upon termination, the Shift Worker will receive payment in respect of all time worked on Public Holidays during that Year at an hourly rate of 150% of the Shift Worker's ordinary hourly rate of pay.
- If there is any disagreement between the parties regarding the interpretation and application of this clause and clause 5.2 of the Agreement during the life of the Agreement, pursuant to the Commission's Order, the parties will refer the matter to the SAET under the terms of Stage 4 of the Dispute Settling procedures at Clause 2.4 of this Agreement.

Clause 5.3 Trainee Wages

- 5.3.1 Where trainees are engaged by the Corporation, the Parties will negotiate their rate of pay and conditions of employment which shall give cognisance to the *'Training and Skills Development Act 2008'*.

Clause 5.4 Higher Duties/Mixed Functions

- 5.4.1. When a Senior Lifeguard is requested to act, and acts, as an Aquatic Supervisor for a minimum of four (4) hours, they will be paid the minimum salary rate for the higher classification for all the time so worked.
- 5.4.2. When an employee is performing Higher Duties in all other situations, they will be paid the minimum salary for the higher classification, when it is deemed the relieving employee is directed to perform the whole or substantially the whole of the position they are relieving.
- 5.4.3. In situations when it is deemed the relieving employee is not performing the whole or substantially the whole of the position they are relieving, a commensurate rate of pay will be negotiated between the employer and the employee.
- 5.4.4. Casual employees required to perform additional responsibilities in a supervisory role shall be paid an 8% loading on their base salary for hours worked.
- 5.4.5. Where an employee acts in a position of higher level for an accumulated period of six (6) months within a twelve (12) month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.
- 5.4.6. This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.

- 5.4.7. Any dispute as to whether an employee is substantially performing the duties of a higher classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussion between the Corporation and the Union, and if agreement cannot be reached, then the matter shall be determined in accordance with the Dispute Settlement Procedure.

Clause 5.5 Salary Sacrifice Limitations

- 5.5.1. There is no limitation to the amount that can be salary sacrificed to superannuation, however, the concessional (before-tax) contributions cap limits the amount that can be contributed and receive the concessional tax rate of 15 percent. An employee should consider whether any additional salary which is sacrificed to superannuation would exceed the contributions cap which attracts additional tax.
- 5.5.2. The contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 5.5.3. An employee may elect to vary the amount of salary sacrifice at any time during the life of this agreement consistent with the rules of the fund.
- 5.5.4. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 5.5.5. The Parties agree that the introduction of salary packaging arrangements will not result in additional cost to the employer, including fringe benefit tax.
- 5.5.6. The parties shall agree to the items capable of being included in the salary package.
- 5.5.7. The parties to this Agreement understand that the requirements of the Superannuation Guarantee Charge scheme will be met as a minimum.
- 5.5.8. Where an employee(s) receives entitlements under the Return to Work Act 2014, the Corporation will continue to meet the contributions of the Superannuation Guarantee Charge Scheme as a minimum.

Clause 5.6 Superannuation

Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus

Superannuation Fund (Hostplus) being the nominated default fund, or its successor.

5.6.1. The amount of the Employer superannuation contribution will be as follows:

- A) For each Employee who is making a Salarylink Contribution to Hostplus:
 - I. 3% of the greater of Member's Salary or ordinary time earnings;
 - II. any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
 - III. any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- B) For each other Employee:
 - IV. contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - V. any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

5.6.2. Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

5.6.3. 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.

5.6.4. For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.
- "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

Clause 5.7 Uniforms/Protective Clothing

5.7.1. The Corporation will supply uniforms/protective clothing where these are required to be worn by employees.

5.7.2. Alternative arrangements for the supply and wearing of protective clothing may be reached on the basis of reaching genuine agreement between the Corporation and the employees and that such arrangements do not contravene Work Health and Safety standards or other relevant legislation.

Clause 5.8 Rewards and Recognition

5.8.1. In recognition of employee loyalty and performance all employees covered under this agreement will be provided with discounted use of all programs within Leisure Services businesses for immediate family including;

- swim school (50% discount)
- green fees (free)
- group fitness classes (50% discount)
- casual entry into the Adelaide Aquatic Centre (free)
- swim shop (20% discount)
- kiosk (20% discount)
- Pro-shop and par 3 (20% discount)
- Clubs, trolley and cart (complimentary)

5.8.2. Employees do not receive discount on products or services that have already been discounted.

5.8.3. Management expects all employees to maintain the fitness levels required to perform their duties appropriately. Employees are, therefore, encouraged, with their immediate family to utilise the facilities (excluding programmes). To receive the discounted entry fee families must be either accompanied by a employee or holding some form of appropriate identification. Usage of the facilities by other family members will be at the discretion of the Associate Director.

Clause 5.9 Classifications

5.9.1. Employees covered by this Agreement will be classified in accordance with the classification and wage scale as referred to in Appendix C and D of this Agreement.

5.9.2. Progression through the tiers will be dependent on criteria negotiated and agreed between the Parties to this Agreement.

Clause 5.10 Performance Assessment

5.10.1. As part of the Corporation's Learn and Perform System, each full time and part time employee shall have a performance and development conversation (PDC) with their Leader.

5.10.2. The annual PDC process assists employees to set and achieve goals whilst building our culture and capability by aligning our Values and Leadership capabilities.

5.10.3. The parties agree that the Employee Disciplinary Policy and Procedure and Dispute Settling Procedure as detailed in clauses 2.4 and 2.5 of this Agreement will apply in all cases where performance and/or behaviour is unsatisfactory.

PART 6: LEAVE AND PUBLIC HOLIDAYS

Clause 6.1 Annual Leave

6.1.1. Full time 'Non-Shift Workers' are entitled to 152 hours leave on full pay for each year of service exclusive of public holidays. Full time "Shift Workers" shall be entitled to 190 hours leave per annum for each year of service, calculated on average hours of work per week over a roster period e.g. a full-time pool attendant working 38 hours per week will be entitled to 190 hours per annum.

6.1.2. Annual leave shall be taken within a period not exceeding one year from the accrued date and determined by the employer through consultation with employees, unless otherwise agreed.

6.1.3. Cashing out Excess Annual Leave Entitlement

In accordance with 6.1.1. and subject to the following, an employee may elect to be paid out their accrued annual leave entitlement which is in excess of six (6) weeks. Provided that the following are met:

6.1.3.1 The employee must retain an entitlement to at least four (4) weeks paid annual leave. The minimum amount of leave that can be cashed out will be two (2) weeks.

6.1.3.2 The employee is required to have taken two (2) weeks of Leave (Annual or Long Service Leave) in the preceding twelve (12) months. One (1) of these weeks is required to have been taken as a continuous block.

6.1.3.3 There is a separate agreement in writing on each occasion that leave is cashed out.

6.1.3.4 The request to cash out annual leave has been initiated by the employee.

6.1.3.5 Payment of any cashed out annual leave will be paid at the employee's ordinary rate of pay.

6.1.3.6 Any application for cashing out of annual leave will be made in writing by the employee to the Corporation and will be approved by the Associate Director, or where delegated, the relevant Leader.

6.1.3.7 A record of this request and approval will be maintained with the employee's leave records.

Clause 6.2 Annual Leave Loading

6.2.1. Employees (excluding casuals) are entitled to payment of an annual leave loading equivalent to 17.5% of their ordinary rate of pay.

6.2.2. An employee whose annual salary is more than the Level 7 remuneration shall receive a maximum loading calculated at the rate applicable to the Level 7 salary.

6.2.3. Leave loading shall only be paid on four (4) weeks' annual leave.

Clause 6.3 Personal Leave

6.3.1. An employee who is unable to attend work as a result of personal ill health or injury is entitled to be paid for up to 91.2 hours each year (from the employee's anniversary date).

6.3.2. Unused personal leave accumulates from one (1) year to the next.

6.3.3. Personal leave will be granted, and the employee will be entitled to payment provided that he or she produces a medical certificate or other reasonable evidence to prove that he or she was unable to attend for duty.

6.3.4. An employee is entitled to access five (5) days personal leave per year without a medical certificate. For any period exceeding three (3) consecutive days; single days taken together with a public holiday or rostered day off or a weekend; a medical certificate or other reasonable evidence is required.

6.3.5. Where an employee falls sick or suffers an injury while on annual leave and provides the Corporation a medical certificate or other reasonable evidence to show that he or she is incapacitated for work, he or she will be provided at a time convenient to the Corporation additional leave provided that the period of incapacity is at least one (1) day.

6.3.6. The period of certified incapacity will be paid for and debited as personal leave.

Clause 6.4 Personal Leave (To Care for an Immediate Family Member)

6.4.1. An employee (other than a casual employee) with responsibilities in relation to either members of their immediate family or members of their household who need their care and support is entitled to use, in accordance with this sub-clause, any personal leave entitlement for absences to provide care and support for such persons when they are ill.

6.4.2. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another.

6.4.3. The entitlement to use personal leave in accordance with this sub-clause is subject to the employee being responsible for the care of the person concerned and the person concerned being a member of the employee's Immediate Family.

6.4.4. The employee will, wherever practicable, provide the Corporation with notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the

Corporation by telephone of such absence at the first opportunity on the day of absence.

Clause 6.5 Long Service Leave

- 6.5.1. Employees covered by this Agreement derive their long service entitlements from the South Australian Long Service Leave Act. The Act provides for 13 weeks' long service leave for ten (10) years continuous service.
- 6.5.2. It is acknowledged that the Corporation's policy provides for long service leave entitlements to be taken when due subject to customer service standards being maintained.
- 6.5.3. Subject to the approval by the appropriate Supervisor, employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service.
- 6.5.4. Long service leave shall be taken in accordance with the following:

<u>Entitlement</u>	<u>Leave to be taken by</u>	<u>Application submitted prior to completion of</u>
after 10 years	end of 12th year	11½ years
after 20 years	end of 22nd year	21½ years
after 30 years	end of 32nd year	31½ years
after 40 years	end of 42nd year	41½ years

- 6.5.5. If an application to take accrued long service leave has not been made in accordance with clause 6.5.3 above, then the authorised officer may, on three (3) months' notice to the employee, direct that employee as to when the leave is to be taken.
- 6.5.6. An employee may in exceptional circumstances apply to have the above requirements waived.
- 6.5.7. Notwithstanding the above an employee may retain a minimum of four (4) weeks long service leave entitlement (excluding pro rata accruals) at any time.
- 6.5.8. An employee may request to cash out Long Service Leave entitlements upon completion of seven (7) years continuous service.
- 6.5.9. The cash out value will be calculated at the employee's substantive hourly rate and paid through Payroll.
- 6.5.10. The minimum amount of leave that can be cashed out will be two (2) weeks.
- 6.5.11. For casual employees there is no minimum amount of leave that can be cashed out.
- 6.5.12. With the exception of casual employees, the employee is required to have taken two (2 weeks) of Leave (Annual or Long Service Leave) in the preceding twelve (12) months. One (1) of these weeks is required to have been taken as a continuous block.

- 6.5.13. A formal written request from the employee and signed by the Associate Director will be recorded and maintained on the employee's Personal file, establishing that the cashing in of entitlements was by mutual agreement of the employee and CoA.

Clause 6.6 Compassionate Leave

- 6.6.1. This clause applies to full time, part time employees (on a pro-rata basis) and casual employees. Except that casual employees are not entitled to payment for Compassionate Leave.

6.6.2. Paid Leave Entitlement

- 6.6.2.1 An employee is entitled to up to three (3) days bereavement leave on each occasion of the death or serious illness of an employee's Immediate Family member.

- 6.6.2.2 If requested, proof of such death will be provided by the employee. More favourable terms of leave may be granted by the Corporation if satisfied that the leave authorised by this clause is inadequate.

6.6.3. Unpaid Leave

- 6.6.3.1 An employee may take unpaid bereavement leave by agreement with the Corporation.

Clause 6.7 Parental Leave

- 6.7.1. For the purpose of this clause, **child** means a child of the employee under school age, except for adoption of a child where **child** means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six (6) months or more.

- 6.7.2. For the purpose of this clause, continuous service is work on a regular and systematic basis (excluding any periods of leave without pay taken by the employee).

- 6.7.3. For the purposes of this clause, ordinary hours of work means the average hours, up to a maximum of 38 hours per week, worked by the employee during the 12-months immediately preceding the commencement of a period of Parental Leave.

- 6.7.4. The benefits of this clause have been determined by reference to the Paid Parental Leave Act 2010 (Cth) ("Parental Leave Act") as at the date of approval of this Agreement.

- 6.7.5. The Parental Leave Act provides eligible employees with an entitlement to 18 weeks paid parental leave at the Federal minimum wage (Minimum Entitlement).

6.7.6. The intention of this clause is to provide eligible permanent and fixed-term contract employees with up to 24 weeks paid parental leave at their salary/wage for ordinary hours of work.

6.7.7. Paid parental leave is to be taken in conjunction with unpaid parental leave, such that the total paid and unpaid parental leave will not exceed 104 calendar weeks.

6.7.8. Permanent Employees

6.7.8.1 Permanent full time and part time employees who have at least 12 months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave under the Parental Leave Act and will receive the following additional payments from the Corporation.

- A top-up payment equal to the difference between the Minimum Entitlement and the eligible employee's salary/wage for ordinary hours of work for the 18-week period; and
- A further parental leave payment of six (6) weeks' salary/wage for ordinary hours of work.

6.7.8.2 Permanent employees who do not have twelve (12) months continuous service with the Corporation, or do not meet the eligibility criteria before the date of birth or adoption of the child/children, may be entitled to payment of 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

6.7.9. Fixed-Term Contract Employees

6.8.9.1 Fixed-term contract employees who have at least twelve (12) months' continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave subject to the following conditions:

- Entitlement to paid parental leave as prescribed in clause 6.7.8.1 and 6.7.8.2 will cease at the completion of the contract term *and*
- Payments made under clause 6.7.8.1 and 6.7.8.2 shall not give rise to contract renewal or ongoing employment.

6.7.10. Casual Employees

6.8.10.1 Casual employees will not be entitled to the provisions provided for in clause 6.7.8.1 and 6.7.8.2 however eligible casual employees may be entitled to access the 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

6.7.11. Should the benefits payable under the Parental Leave Act change during the life of the Agreement, the Parties agree to review this clause in consultation with all relevant Parties.

Clause 6.8 Paternity Leave

- 6.8.1. Permanent full-time and part-time employees who have at least twelve (12) months' continuous service with the Corporation will be entitled to access one-week paid paternity leave paid at their salary/wage for ordinary hours of work.

Clause 6.9 Cultural Leave

- 6.9.1. The parties are committed to encouraging a greater diversity of cultures within the Corporation. They recognise that some employees may have special cultural ceremonies and days that need to be observed and which may conflict with employment responsibilities.
- 6.9.2. An employee may apply to use any existing leave entitlements (excluding Personal Leave) for attending special events, ceremonies and rituals associated with the employee's culture.
- 6.9.3. While discretion to approve this leave lies with the Corporation, managers are encouraged to support and assist employees to meet their cultural obligations by approving paid leave if appropriate at the ordinary weekly rate.
- 6.9.4. The Corporation recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
- 6.9.5. The Corporation will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.
- 6.9.6. Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid cultural and ceremonial leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid cultural and ceremonial leave up to a maximum of five (5) additional days per calendar year, and do not accrue over subsequent years. Such leave, whether paid or unpaid, will not be unreasonably withheld.
- 6.9.7. Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further leave without pay. Such leave will not be unreasonably withheld. In deciding whether or not to grant such leave, the Corporation will take into account fairness, the employee's years of service, the operational requirements of the Corporation, the nature of the cultural and/or ceremonial obligation(s), and the above mentioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities
- 6.9.8. Cultural and/or ceremonial obligations may include attendance at NAIDOC week events.

- 6.9.9. Where an Aboriginal and Torres Strait Islander employee has other leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

Clause 6.10 Jury Service

6.10.1. A full time or part time employee who is called to serve on a jury is entitled to leave paid at their ordinary weekly rate of pay, provided that:

- the employee notifies the Corporation as soon as possible of the date(s) involved in jury service
- the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance
- the employee claims from the relevant Court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Corporation
- the employee, as far as is practicable, will return to work if the jury attendance ceases prior to the end of the normal day's work.

6.10.2. Jury service will count as service for all purposes of the Agreement.

Clause 6.11 Emergency Services Leave

6.11.1. City of Adelaide's Leave Operating Guideline outlines our commitment to endeavour to support employees who volunteer to assist in State Emergencies.

Clause 6.12 Study Leave

6.12.1. Employees undertaking courses of study will receive assistance from the Corporation with study leave where such study conforms with the City Ed Operating Guideline.

Clause 6.13 Special Paid Leave

6.13.1. Special Paid Leave may be granted where special or unforeseen circumstances may prevent the employee from attending work. This could be matters relating to family and domestic violence, serious community emergencies such as floods, bushfires and other catastrophic events.

Clause 6.14 Trade Union Training Leave

6.14.1. Employees who are members of the Union and/or Association shall be granted up to five (5) days leave per calendar year to attend courses and seminars conducted and/or endorsed by the relevant Union and/or Association.

6.14.2. Leave will be granted subject to the following provisions:

- leave will be paid at ordinary time rates.
- not less than four (4) weeks' notice is given to the Corporation of the date of commencement and duration of the training course, however the Corporation may grant leave if a lesser period of notice is given.

- the granting of such leave shall be subject to the Corporation convenience and the operations of the Corporation will not be unduly affected by the employee's absence.
- leave of absence granted under this clause shall count as service for all purposes.
- the whole or part of the five (5) days' leave which is not used in one year may, where there is a substantial reason why an employee should attend a particular trade union training course, be carried into the next year.
- The scope, content and level of the course, for which leave is sought to be granted, shall be as to contribute to a better understanding about matters pertaining to the employment relationship.

Clause 6.15 Family Violence Leave

6.15.1. City of Adelaide's Leave Operating Guideline outlines our commitment to endeavour to support employees who are impacted by family violence in addition to other measures that the organisation may utilise to assist affected employees.

Clause 6.16 Public Holidays

6.16.1. All employees, except casual employees, are entitled to the following public holidays without any deduction of pay:

- A) Any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended) and any other days which may from time to time be proclaimed as public holidays in the State of South Australia.
- B) Part time employees who do not normally work on a day designated as a public holiday are not entitled to payment for that day.
- C) All time worked by employees on a Public Holiday shall be paid for at the rate of time and a half with a minimum payment of three (3) hours.

Clause 6.17 Absence from Duty

6.17.1. An employee not attending for duty, will lose pay for the actual time of such non-attendance, except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with the Corporation.

PART 7: TERMINATION & REDUNDANCY

Clause 7.1 Termination of Employment

7.1.1. In order to terminate the employment of an employee, the Corporation must give the employee the following notice:

Period of Continuous Service	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks

More than 5 years

At least 4 weeks

- 7.1.2. In addition to the notice in 7.1, employees over forty-five years of age at the time of giving notice with not less than two (2) years continuous service are entitled to additional notice of one week.
- 7.1.3. Payment at the ordinary rate of pay in lieu of the notice prescribed in 7.1 and/or 7.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 7.1.4. In calculating any payment in lieu of notice the Corporation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 7.1.5. The period of notice in this clause does not apply in the case of:
- dismissal for conduct that at common law justifies instant dismissal;
 - casual employees;
 - employees engaged for a specific period of time; or
 - for a specific task or tasks.
- 7.1.6. In order to terminate their employment an employee, must give the Corporation the following notice:

Period of Continuous Service	Period of Notice
• Not more than one year	1 week
• More than one year	2 weeks

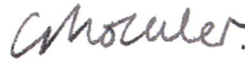
Clause 7.2 Targeted Voluntary Separation Package

- 7.2.1. The parties agree that the Targeted Voluntary Separation Package policy as detailed in Appendix B of this Agreement will continue to apply.

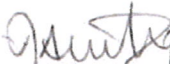
PART 8: SIGNATORIES

Signed for and on behalf of:

The Corporation of the City of Adelaide by:

Clare Mockler
Chief Executive Officer

01/12/2022.

Witness Jai Armstrong
Executive Assistant
to Chief Executive Officer
01/12/2022

The Australian Services Union (ASU) by:



Branch Secretary

14/12/2022



Witness

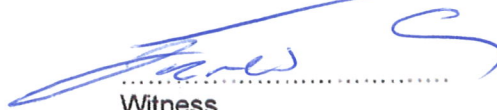
14/12/2022

Amalgamated AWU (SA) State Union



Branch Secretary

15/12/22



Witness

15/12/2022.

APPENDIX A:

MANAGEMENT OF CHANGE PROCEDURES

1. DEFINITIONS

Significant effects include termination of employment; major changes in composition, operation or size of the Corporation's workforce, or in the skills required; the elimination or diminution of job opportunities, promotional opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work of locations; or the restructuring of jobs. And "significantly affected" shall have a like meaning.

2. PREAMBLE

The Corporation has the right and responsibility to ensure that it conducts its functions and operations as productively, efficiently and effectively as possible. To that end, the Corporation will conduct ongoing/regular reviews of functions and operations which may involve the Corporation in the calling of expressions of interest and the like, from persons and/or organisations external to the Corporation. The Corporation recognises that where proposals to introduce significant changes in Corporation production, function, organisation, structure or technology which are likely to have significant effects on employees are being considered, employees who may be affected by such proposals, their chosen representatives (which may include a Union representative) and Unions shall be advised and consulted.

Referral to SAET

Employees, their chosen representative and/or unions may seek referral of any matter to SAET for conciliation and/or arbitration prior to the Corporation implementing such change/s.

The Corporation also reserves its right to refer any matter relating to this procedure to SAET.

Affected Employees

Where, as a consequence of implemented changes, employees are deemed excess to requirements within the particular workplace, the Corporation undertakes to make practicable efforts in consultation with the affected employees and the representative, to transfer the employee(s) to other positions within the Corporation commensurate as near as possible to their existing classifications and skills. Where such a transfer is not practicable, the employees may be provided, where possible, with a transfer to other work and the Corporation will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties. Alternatively, where such a transfer to other work is not practicable appropriate redundancy arrangements will be applied.

Where an employee is transferred to a position carrying a lower classification than their "pre-change" classification, their wage rate will be maintained for a period of twelve months. Such wage rate shall not include "as earned" allowances no longer applicable to the "new" position. Such wage rate will, however, receive all increases during that twelve-month period that would have been afforded to the employee had he or she remained in that classification and all other "payable for all purposes" allowances.

At the conclusion of the twelve-month period where an employee has been transferred to a position holding a lower classification, such employee will retain their "pre-change" wage, and will not receive the benefit of increases to that wage rate until the employee's "new"

classification “catches up” and the differential is absorbed. At this time, the employee will be reclassified to the new classification.

Employee Staffing Levels

The parties to this Agreement accept that any reduction in employee numbers resulting from change will occur as a result of natural attrition, redeployment or appropriate redundancy arrangements.

If the Corporation is faced with circumstances that may necessitate an employee being made redundant, the Corporation will enter into discussions with the affected employees and their representative (which may include a Union representative). Such discussions will provide the opportunity for the parties to negotiate and agree to the conditions of such redundancies.

Dispute Avoidance

Whilst the procedures prescribed in this Agreement are being invoked, the employees and/or the unions shall make every reasonable endeavour to ensure that all work shall continue without disruption and in accordance with past practice and procedure.

APPENDIX B

GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES

1.1. Definition

A Targeted Voluntary Separation Package (TVSP) is defined as a separation payment made in circumstances where a position is declared surplus to organisational needs, proper consultation occurs, the employee is notified, invited to apply for, and voluntarily takes up a separation package. The following payment formula will apply:

4 weeks up front plus 4 weeks' notice plus 3 weeks' pay for each year of service up to a maximum of 104 weeks.

1.2 Use of Guidelines

Decisions relating to the application of TVSP's will be made by the Chief Executive Officer in consultation with the relevant Director. Prior to decisions being made, Directors are to be notified of the position being declared surplus and the reasons for the decision. A TVSP is an offer by the employer to an employee and can only be activated by an acceptance of the offer by the employee.

A TVSP may be offered to an employee whose substantive position is declared surplus, or who is part of a group where some or all of the positions are declared surplus to the requirements of the Corporation.

1.3. Non-eligibility

Casual employees or persons employed on negotiated employment contracts which include specific entitlements for redundancy, are not entitled to a TVSP under these guidelines.

1.4 Conditions of Offer

Employees occupying positions identified by the Corporation as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to 21 days to consider and accept an offer of TVSP.

An offer and payment of the TVSP is conditional upon the following:

- (a) the employee voluntarily terminating their employment with the Corporation from any position in which he/she is employed;
- (b) the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Corporation for a period of two years from the date on which the employee's termination takes effect;

- (c) the employee having notified the Corporation of each and every worker's compensation injury and/or disability;
- (d) the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates his or her services on the final day of employment. It is at the Corporation's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained;
- (e) the employee having finalised all outstanding workers compensation claims;
- (f) the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Corporation;
- (g) Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (e.g. long service leave).

1.5. Permanent Part-time Employment

Permanent part-time employees (excluding casual employees) are entitled to appropriate benefits on a pro rata basis.

1.6 Surplus Positions Identified While Employees are on Long-Term Leave

Employees absent from work on approved periods of long-term leave, e.g. long service leave, maternity leave, study leave and special leave who, before proceeding on leave, occupied a position which has been declared surplus during the period of leave and, but for the taking of the leave would have been offered a TVSP, may be offered a TVSP prior to the expiration of the leave. The Corporation needs to ensure that appropriate notification and adequate consultation occurs in the circumstances of employees on leave.

1.7 Administration of the Guidelines

Where any error may have occurred in the calculation of the separation package, the package shall be adjusted, and any overpayment shall be repaid to the Corporation irrespective of the cause or nature of the error of calculation. Any underpayments will be paid to the employee as soon as practicable.

1.8 Re-employment Following Targeted Voluntary Separation

Employees who leave the Corporation with a TVSP will not be re-employed by the Corporation for a minimum period of two years.

Where an employee who has taken a TVSP joins a consultancy firm which, in the future, may successfully tender for work, or they successfully tender for work on his/her own account and the work performed does not constitute an employer/employee relationship, it would not breach TVSP provisions.

1.9 Position to be Abolished

Where a position is declared surplus and the incumbent offered a TVSP or redeployment, that position will be abolished and not re-filled.

2. **CALCULATION OF ENTITLEMENTS**

2.1. Final Annual Pay

2.1.1. Final pay is determined by the gross ordinary time earnings for the 12 months prior to separation or the substantive salary/wage at the time of separation whichever is the higher. It does not include leave loading or overtime and is not the employee's pay at the time of separation, converted to an annual rate. However, it shall include allowance payments which are by this Agreement, payable for all purposes.

2.1.2 If an employee has been in receipt of a continuous higher duty allowance for the 12 months immediately preceding the acceptance of a TVSP then this allowance will be included in the final annual pay calculation.

2.1.3 If an employee has been required to perform higher duties and paid a higher rate in accordance with award Mixed Function provisions for at least 50% of his or her time for a continuous period of at least 12 months immediately preceding the date of acceptance of a TVSP then the actual fortnightly allowance will be included in the final annual pay calculation.

2.1.4 Where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date, on which he or she receives notice of separation, been paid an allowance for shift work, the weekly average amount of shift allowance received during the 12 month period shall be counted as part of a week's pay. Where service pay is paid this amount will be included in determining the final weekly wage.

2.2 Workers Compensation

Where an employee has been receiving weekly payments of workers compensation during the 12 months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with 2.1.1. to 2.1.4 above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

2.3 Leave Without Pay

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the twelve (12) month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in accordance with 2.1 and 2.2 above) as if the employee had been on duty and been paid.

2.4 Years of Service

Years of service is the difference between the actual start date and the

separation date less the leave without pay. Years of service accounts for full years plus pro rata of the current year of service in which a TVSP offer is made.

2.5 Continuous Service

Continuous Service for the purposes of calculating a separation package shall be in accordance with the provisions of the Long Service Leave Act. "Service" is defined as that period of continuous service with the Corporation of the City of Adelaide and not across the sector.

2.6 Superannuation

Superannuation will be paid into the employee's nominated superannuation fund ensuring the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth) are met.

2.7 Other Award Entitlements on Termination

Apart from the TVSP, employees will receive all other Award and other statutory entitlements i.e. annual leave, long service leave and annual leave loading.

3. SERVICES TO EMPLOYEES

- 3.1. Outplacement Services - At the discretion of the Director, the Corporation may provide out-placement support to an employee who has accepted an offer of a TVSP.
- 3.2. Hostplus Superannuation will conduct pre-retirement seminars on a regular basis. The seminars will provide information about general retirement issues and financial planning to employees approaching retirement.
- 3.3. Employees should be encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.
- 3.4. Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSP's.
- 3.5. Managers should ensure that employees are fully aware of their right to have representative present at discussions with management regarding their employment.

APPENDIX C - SALARY SCALE

Classification Level	First Pay Period Commencing on or after 1 January 2023 (4% increase)	First Pay Period Commencing on or after 1 January 2024 (3% increase)	First Pay Period Commencing on or after 1 January 2025 (3% increase)
	Annual Salary	Annual Salary	Annual Salary
Level 1.1	\$53,080.00	\$54,672.00	\$56,312.00
Level 1.2	\$53,876.00	\$55,492.00	\$57,157.00
Level 1.3	\$54,683.00	\$56,323.00	\$58,013.00
Level 2.1	\$64,307.00	\$66,236.00	\$68,223.00
Level 2.2	\$65,271.00	\$67,229.00	\$69,246.00
Level 2.3	\$66,251.00	\$68,239.00	\$70,286.00
Level 3.1	\$68,816.00	\$70,880.00	\$73,006.00
Level 3.2	\$69,851.00	\$71,947.00	\$74,105.00
Level 3.3	\$70,897.00	\$73,024.00	\$75,215.00
Level 4.1	\$72,201.00	\$74,367.00	\$76,598.00
Level 4.2	\$73,285.00	\$75,484.00	\$77,749.00
Level 4.3	\$74,384.00	\$76,616.00	\$78,914.00
Level 5.1	\$77,360.00	\$79,681.00	\$82,071.00
Level 5.2	\$78,518.00	\$80,874.00	\$83,300.00
Level 5.3	\$79,697.00	\$82,088.00	\$84,551.00
Level 6.1	\$86,869.00	\$89,475.00	\$92,159.00
Level 6.2	\$88,172.00	\$90,817.00	\$93,542.00
Level 6.3	\$89,495.00	\$92,180.00	\$94,945.00
Level 7.1	\$90,251.00	\$92,959.00	\$95,748.00
Level 7.2	\$91,605.00	\$94,353.00	\$97,184.00
Level 7.3	\$92,980.00	\$95,769.00	\$98,642.00
Level 8.1	\$99,400.00	\$102,382.00	\$105,453.00
Level 8.2	\$100,891.00	\$103,918.00	\$107,036.00
Level 8.3	\$102,407.00	\$105,479.00	\$108,643.00

The salary rates provided above are set in accordance with the Classification Criteria specified within the Agreement. The salary rates provide a base rate (minimum annual salary) for each level within the structure.

The ordinary rate of pay for a Casual Leisure Service Officers (Shift Workers) are inclusive of penalties for working between the hours of 5:00am and 12:00am and working on weekends. A 25% loading shall be added to this amount in lieu of all leave entitlements and other allowances.

The ordinary hourly rate for all other casual employees shall be computed by dividing the weekly rates by 38 and adding the 25% loading.

Progression through the tiers will be performance based with criteria as negotiated and agreed between the parties to this Agreement.

SESSIONAL RATES

Levels	4% increase from. 1 January 2023	3% increase from 1 January 2024	3% increase from 1 January 2025
Level 1	\$43.84	\$45.16	\$46.51
Level 2	\$48.73	\$50.20	\$51.70
Level 3	\$51.98	\$53.54	\$55.15

- Progress between the levels will be performance based with criteria as negotiated and agreed between the parties to this Agreement.

APPENDIX D

CLASSIFICATION CRITERIA

Introduction

The following classification levels describe the levels of work performed within Leisure Services businesses. The classification criteria includes definitions that describe the main characteristics of each of the eight levels of work. The classification levels are intended to indicate the general criteria for the work required. Detailed information regarding duties and responsibilities can be found within each person's position description.

There will be instances where Non-Shift Worker positions may be designated to supervise other employees within the same level including "Shift Workers". Whilst this may seem to be an anomaly as the rates of pay are identical, in the case of the Shift Worker the rate of pay reflects the loadings payable for working a larger spread of hours over seven days per week.

Positions are classified in accordance to the following criteria:

- **Overview**
Summary of the criteria used to classify each level.
- **Qualifications and Experience**
Minimum competence required for effective performance stated in terms of qualification level and/or relevant work experience.
- **Scope**
Range of duties performed by the employee described in terms of task, activity, function or work area.
- **Task**
Unit of work forming a consistent part of an activity.
- **Activity**
Group of related tasks which may well constitute a significant part of a function.
- **Function**
A collection of activities which may constitute the whole or part of a work area.
- **Work Area**
The operational area in which the employee works.
- **Knowledge**
An understanding of techniques, principles, procedures and practices gained through either study of the relevant theory/discipline or through experience gained over time.
- **Skills/Human Relationships**
Level of contact with people and the application of communication, interpersonal and teamwork skills.
- **Problem Solving**
The ability of the employee to identify work related issues and initiate the subsequent resolution of such issues.

- **Autonomy**

Level of responsibility, authority and accountability designated to an employee.

- **Impact**

Extent to which the employee's performance influences the results of a work area or the Aquatic Centre.

Depending on the designated positions, employees are expected to have training or experience relevant to the duties of the position. Depending on the designated position, employees may be required to have and maintain on an ongoing basis, qualifications including but not restricted to, the following examples:

- Senior First Aid Certificate.
- Advanced Resuscitation Certificate.
- Royal Life Saving Association - Bronze medallion award.
- Life Guard Award.
- Pool Plant Operators Certificate.
- TAFE Fitness Leaders Course.
- TAFE Early Childhood Care Certificate.
- Austswim Certificate.
- Industry accreditation or licences
- TAFE Tourism and Hospitality Certificate
- Responsible Service of Alcohol
- Liquor Licensing Laws

Detailed information regarding duties, responsibilities, skills and knowledge can be found within each employee's position description.

LEISURE SERVICE OFFICER LEVEL 1 (Casual Employment)

1. Overview

These positions generally prescribe standardised work routines, clearly defined objectives and performance outcomes that are readily observable and are able to be monitored. Positions at this level have no supervisory responsibility for others but may be required to perform a caretaker role on occasions.

2. Qualifications and Experience

Employees at this level would be expected to have some training or experience relevant to the duties of the position. Some employees may be required to have industry accreditation or licences.

Depending on the designated position, the qualifications may include but are not restricted to, the following examples:

- Senior First Aid Certificate.
- Advanced Resuscitation Certificate.
- Royal Life Saving Association - Bronze medallion award.
- Life Guard Award.
- Pool Plant Operators Certificate.
- TAFE Fitness Leaders Course.
- TAFE Early Childhood Care Certificate.
- TAFE Tourism and Hospitality Certificate

3. Activities

Perform a range of routine operational tasks following established procedures. May perform non-routine tasks under the direction of a higher-level employee. To conform with customer service initiatives employees will be required to respond to a variety of requests from customers. Some employees at this level may demonstrate competencies in the use of hand tools and minor plant for cleaning, coaching, maintenance, safety or security duties. Employees must ensure the safety and well-being of patrons whilst in the Aquatic Centre or participating on the Golf Links to comply with our duty of care responsibilities.

4. Knowledge

Employees provide a range of information and assistance to other employees and customers based on a broad knowledge of the employee's work area and general knowledge of Leisure Services Businesses. Employees may be required to develop specialised knowledge in other areas within Leisure Services Businesses. Employees must have knowledge of safety standards and relevant work processes.

5. Skills/Human Relationships

Employees must have good interpersonal and service skills to deal with enquiries, provide directions, relay and explain information, make patrons feel welcome, and to respond appropriately to requests and complaints.

Employees must be able to communicate effectively with other employees, carry out instructions, relay information, participate in work teams.

All employees may be required to prepare written and/or standard reports.

6. Problem Solving

Identify and resolve a range of basic operational problems in accordance with established guidelines. At this level some matters are referred to a higher-level employee.

Employees may have responsibility for monitoring safety and security within and outside the complex in accordance with set procedures.

7. Autonomy

Employees at this level work under general direction and routine supervision without close guidance. Instruction and assistance is readily available. The employee is responsible for the quality and completion of their own work in accordance with schedules, priorities and targets set by the supervisor. Employees at this level may supervise other employees.

Some employees may work under limited or no supervision after hours and on weekends.

8. Impact

Influence is limited to immediate work area in routine situations. Some employees may play a significant role in emergency situations and are required to follow emergency procedures. Actions by employees may have a significant impact on customer satisfaction.

LEISURE SERVICE OFFICER LEVEL 2

1. Overview

Positions at this level require a thorough knowledge of the standard procedures or practices and require the exercise of more significant initiative and discretion within the parameters of those procedures and practices. Positions at this level may require the exercise of supervisory skills. The freedom to act is limited by standards and procedures. Nevertheless, staff at this level should have sufficient freedom to plan their work.

2. Qualifications and Experience

Employees at this level would be expected to have some training or experience relevant to the duties of the position. Some employees may be required to have industry accreditation or licences.

Depending on the designated position, the qualifications may include but are not restricted to, the following examples:

- Senior First Aid Certificate.
- Advanced Resuscitation Certificate.
- Royal Life Saving Association - Bronze medallion award.
- Life Guard Award.
- Pool Plant Operators Certificate.
- TAFE Fitness Leaders Course.
- TAFE Early Childhood Care Certificate.
- TAFE Tourism and Hospitality Certificate
- Responsible Service of Alcohol
- Liquor Licensing Laws
- Business and Administration Certificate

3. Activities

Perform a range of similar activities to that of a Level 1 (or supervise Level 1 employees performing similar activities) usually following established procedures or guidelines.

Customer Service employees will perform duties including, but not limited to, word processing, data entry, cashiering, customer enquiries and may be required to carry out a range of other duties under limited supervision.

4. Knowledge

Employees provide a range of information and assistance to other employees and customers based on a broad knowledge of the employee's work area and general knowledge of Leisure Services Businesses. Employees may be required to develop specialised knowledge in other areas within Leisure Services Businesses. Employees must have knowledge of safety standards and relevant work processes. Employees at this level will have sufficient knowledge of the procedures and practices, policies, Acts and Regulations used within their local area.

5. Skills/Human Relationships

Employees at this level must have high level communication skills and the ability to provide accurate information and advice to other employees, higher level staff and

customers. They will be required to prepare written correspondence and or standard format reports when requested.

6. Problem Solving

Employees exercise initiative and judgement on work methods, task sequence and routine problems. Some matters may require referral to a higher level employee. Employees at this level may assist Level 1 employees to resolve problems associated with work procedures or routine customer enquiries.

There is a degree of complexity for some tasks which involve the use of diagnostic and problem-solving skills. Handle some operational and customer service problems referred by lower level employees. Contribute to work area planning and decision making.

7. Autonomy

Employees may supervise employees of a lower level. Employees in a supervisory role may lead a work team or have a responsibility for organising work schedules. Work under general supervision on operational matters and under clear direction.

8. Impact

Employees at this level influence work area performance. Employees provide advice and recommendations that may impact on internal operations.

LEISURE SERVICE OFFICER LEVEL 3

1. **Overview**

Positions at this level require previous experience and/or practical knowledge and skills in order to undertake work which requires interpretation and a more detailed knowledge of standard procedures and practices.

Employees may also be required on occasions to be involved in a range of work functions and contribute to interpretation of matters for which there are no clearly defined precedents.

2. **Qualifications and Experience**

Completed industry qualifications or may require formal qualifications below degree level. This will be the entry point for positions for which a degree qualification is essential.

Significant relevant experience, including industry knowledge, conflict resolution skills, computer literacy, highly developed verbal and written communication skills.

3. **Activities**

The employee should be able to undertake routine and non-routine functions and responsibilities not necessarily confined to their local work group or function. Incumbents in a supervisory position should have an understanding of personnel practices.

4. **Knowledge**

Sufficient working knowledge gained through extensive on the job training or through formal educational qualifications. Employees need to be proficient in the application of standard procedures and practices, have a sound knowledge of operational methods within the work area and have an understanding of relevant Acts, Regulations, policies, precedents and practices.

5. **Skills/Human Relationships**

May co-ordinate work teams. Employees at this level have very good communication skills, negotiation and team building skills with an ability to train and motivate employees.

6. **Problem Solving**

Incumbents at this level may be required to resolve problems which are non-routine in nature and which may extend beyond the incumbent's local work area or function. The employee may be required to determine a range of alternatives and select the desired outcome from that range and respond to issues referred by lower level employees. The use of judgement and initiative is required in achieving outcomes at this level.

7. **Autonomy**

Work under general direction and supervision on operational matters. Has responsibility for directing work within the work area. Implement policies and initiatives approved by higher level employees.

8. **Impact**

Has a significant impact on service quality and operational efficiency for a work area.

LEISURE SERVICE OFFICER LEVEL 4

1. Overview

Positions at this level may supervise resources and/or provide advice to or regulate clients and/or give support to more senior staff. In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans. In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. In positions where the prime responsibility is to provide direct support and assistance to more senior staff, the freedom to act is not limited simply by standards and procedures.

2. Qualifications and Experience

Competency level required is equivalent to an advanced certificate, certificate, associate diploma with relevant experience; or substantial experience and specialist expertise in a technical, retail or administrative area.

3. Activities

Co-ordinators/Administrative and Finance Officers at this level perform activities within a work area with some responsibility for operational planning, co-ordination and project management. Develops and implements work procedures and work schedules. Responsible for developing and analysing work performance programs.

Maintenance employees at this level carry out a variety of trade related tasks including installation, repairs and monitoring. They must be competent in the use of a range of mechanical/electrical plant and equipment.

4. Knowledge

Has technical or administrative expertise in a specific area. Provides advice to management and provides information and assistance to work/project teams. Is expected to develop and maintain expert knowledge in work processes, regulations, standards and techniques.

Has an understanding of management processes with specialist expertise in a work area. Must have a sound understanding of relevant regulations and standards. Assist in the development of policies and procedures for the work area and/or Leisure Services Businesses.

5. Skills/Human Relationships

May co-ordinate work teams. Employees at this level have very good communication skills with ability to train and motivate employees.

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where there is no clearly established precedents or practices. Interpretative skills relating to matters for which there is no clearly established procedure or practices.

Skills in managing own time and planning and organising one's own work within broad parameters. Some flexibility to organise one's priorities.

Supervisors will manage time and plan and organise work of others. May be required to negotiate with individuals and agencies on behalf of the section.

6. Problem Solving

Assist in solving complex operational, technical or administrative problems. Assist in the development of improved work methods. Recommend priorities for resource allocation. Make a significant contribution to work area planning and decision making.

7. Autonomy

Work under general direction and supervision on operational matters. Responsible for ensuring appropriate staffing of teams within the work area. Manage performance of employees within direct area of responsibility.

8. Impact

Have a major impact on the performance of the work area, which will affect staff and customers. Has a significant impact on service quality and operational efficiency for a work area?

LEISURE SERVICE OFFICER LEVEL 5

1. **Overview**

Positions at this level may supervise resources and/or assist in the development of policy. Where they are, the work is usually of an interim management level, with the freedom to act prescribed by a more senior position.

2. **Qualifications and Experience**

Competency level required is equivalent to an advanced certificate, certificate, associate diploma with relevant experience; or substantial experience and specialist expertise in a technical or administrative area.

3. **Activities**

Responsible for supervising and co-ordinating a team. Co-ordinates work schedules and allow the exercise of initiative and judgement to effectively prioritise, plan and co-ordinate daily operations and lead staff.

4. **Knowledge**

Has an understanding of management processes with specialist expertise in a work area? Must have a sound understanding of relevant regulations and standards.

5. **Skills/Human Relationships**

May co-ordinate work teams. Employees at this level have very good communication skills, negotiation and be able to motivate employees.

Employees at this level must have sound people management, interpersonal, conflict management, negotiation and team building skills. Facilitate meetings and planning sessions. Represent the work area and the Centre in both internal and external forums.

6. **Problem Solving**

Assist in solving complex operational, technical or administrative problems. Recommend priorities for resource allocation. Make a significant contribution to work area decision making.

7. **Autonomy**

Work under general direction and supervision on operational matters. Responsible for ensuring appropriate staffing of teams within the work area. Manage performance of employees within direct area of responsibility.

7. **Impact**

Have a major impact on the performance of the work area, which will affect staff and customers. Has a significant impact on service quality and operational efficiency for a work area?

LEISURE SERVICE OFFICER LEVEL 6

1. Overview

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to plans. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision.

Positions at this level may manage resources and/or assist in the development of policy. Where they are, the work is usually of an investigative and analytical nature with the freedom to act prescribed by a more senior position.

2. Qualifications and Experience

Competency level required is equivalent to an advanced certificate, certificate, associate diploma with relevant experience; or substantial experience and specialist expertise in a technical or administrative area.

3. Activities

Responsible for supervising and co-ordinating a team. Plan, develop, implement and evaluate activities and services. Co-ordinates work schedules and performance targets within agreed parameters. Assists in the development of operational procedures, provide on the job training to employees. Responsible for developing and analysing work performance programs.

4. Knowledge

Has an understanding of management processes with specialist expertise in a work area? Must have a sound understanding of relevant regulations and standards. Assist in the development of policies and procedures for the work area and/or the Centre.

5. Skills/Human Relationships

May co-ordinate work teams. Employees at this level have very good communication skills, negotiation and team building skills with an ability to train and motivate employees.

Employees at this level must have sound people management, interpersonal, conflict resolution, negotiation and team building skills. Facilitate meetings and planning sessions. Represent the work area and the Centre in both internal and external forums.

6. Problem Solving

Assist in solving complex operational, technical or administrative problems. Assist in the development of improved work methods. Recommend priorities for resource allocation. Make a significant contribution to work area planning and decision making.

7. Autonomy

Work under general direction and supervision on operational matters. Responsible for ensuring appropriate staffing of teams within the work area. Manage performance of employees within direct area of responsibility.

8. Impact

Have a major impact on the performance of the work area, which will affect staff and customers. Has a significant impact on service quality and operational efficiency for a work area.

LEISURE SERVICE OFFICER LEVEL 7

1. Overview

Positions at this level may manage resources in a major operational and/or a regulatory or specialist advisory unit and develop policy that may impact on the Section or Department.

Incumbents will be required to make significant decisions which will impact across the Corporation and will have to deal on an on-going basis with senior members within the Corporation and external representatives.

Incumbents will be accountable for the quality, effectiveness, cost and timeliness of the programmes and project(s) under their control.

2. Qualifications and Experience

Competency level is equivalent to an associate diploma or degree with relevant experience; or extensive experience with specialist expertise in a technical or administrative field.

2. Activities

Responsible for the management and co-ordination of a work area/s. Participate on the management team. Contribute to the formulation of plans, budgets and policies for the work area/s and the Centre. Undertake operational duties and supervise work assignments. Develop work schedules and performance targets within agreed parameters.

3. Knowledge

Thorough knowledge of management processes with specialist expertise in a work area. Develop policies and procedures for the work area or Centre. Monitor industry trends and apply to business strategy.

5. Skills/Human Relationships

Employees at this level must have highly developed people management, interpersonal, conflict resolution, negotiation and team building skills. Facilitate meetings and planning sessions. Negotiate with customers, government officials and suppliers on operational matters. Represent and promote the Centre in internal and external forums.

5. Problem Solving

Solve complex technical or administrative problems. Improve and develop work methods. Recommend priorities for resource allocation. Apply diagnostic skills to analyse work processes and interpret data. Design, develop and test new strategies or methods. Integrate activities of work areas in the Centre.

6. Autonomy

Work under general direction and limited supervision with priorities negotiated with the Manager. Responsible for the operation of a work area/s. Manage the performance of work area employees.

7. Impact

Responsible for the performance of the work area which may have a substantial impact on the Centre's performance. Contribute in developing and reviewing the Centre's policies, procedures and systems.

LEISURE SERVICE OFFICER LEVEL 8

1. **Overview**

Positions at this level will have sole responsibility for the management of resources in a specialist unit and develop and implement policies that will impact on the Section, Department, Division and at times, the Corporation.

Incumbents will be responsible for the quality, effectiveness, cost and timeliness of the specialist unit.

2. **Qualifications and Experience**

Competency level required is equivalent to degree qualifications with extensive relevant experience; or extensive management experience and expertise.

3. **Activities**

Manage the operation of the Centre on a day to day basis. Design, implement and evaluate management plans and systems. Integrate work area activities.

4. **Knowledge**

Comprehensive knowledge of legislation, standards and policies governing the Centre. Detailed knowledge of the operation of sport and leisure venues. Understand the role and interrelationship of various management systems. Conceptualise, develop and review the Centre's policies, practices and procedures.

5. **Skills/Human Relationships**

Comprehensive people management, interpersonal, conflict resolution, negotiation and team building skills. Facilitate meetings and planning sessions.

6. **Problem Solving**

Apply conceptual and analytical skills to solve complex management problems. Improve and develop management systems.

7. **Autonomy**

Work under broad direction. Establish the Centre's priorities with the Manager. Make decisions on a wide range of operational and management issues. Manage the performance of managers and other employees.

8. **Impact**

Ensure continuous improvement in efficiency and effectiveness of Leisure Services Businesses performance.