



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# ADELAIDE FESTIVAL CENTRE PROFESSIONAL & ADMINISTRATION AGREEMENT 2018

**File No. 947 of 2019**

**This Agreement shall come into force on and from 15 April 2019 and have a life extending till 30 June 2020 therefrom.**

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



DATED 15 APRIL 2019.

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COMMISSIONER AIKENS

**ADELAIDE FESTIVAL CENTRE  
PROFESSIONAL & ADMINISTRATION  
AGREEMENT  
2018**

Adelaide Festival Centre Trust  
(AFCT)

and

Public Service Association of SA Inc  
(PSA)

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# **1. PREFACE**

## **1.1. TITLE**

This Enterprise Agreement shall be referred to as the Adelaide Festival Centre Professional and Administration Agreement – 2018 (the Agreement).

## **1.2. LOCALITY**

This Agreement shall apply to employees bound by this Agreement who are working at any designated location.

## **1.3. PARTIES and PERSONS BOUND**

1.3.1. This Agreement shall apply to:

1.3.1.1 The Public Service Association of SA (the PSA),

1.3.1.2 Adelaide Festival Centre Trust (the “Trust”) in respect of its employees engaged in any of the classifications specified in this Agreement where the work is performed in or in connection with one of the Theatres or other venues managed by the Trust whether members of the PSA or not.

1.3.2 This Agreement shall not be binding on the PSA or the Trust where persons working within AFCT are engaged by another company. In the event that subcontractors are engaged by the Trust, the provisions of Clause 8.9 will apply.

1.3.3 This Agreement shall be binding on the Trust, the Union and all persons employed to perform work covered by the classifications listed in Appendix C, excluding;

1.3.3.1 Management of the Trust,

1.3.3.2 Trainees employed by the Commissioner for Public Sector Employment under the National Training Wage Award,

1.3.3.3 Employees whose terms and conditions are subject to a fixed term contract that specifies a classification in excess of AFCT Job Grade 10.

## **1.4. IN BEST INTERESTS OF EMPLOYEES**

1.4.1 AFCT undertakes that the Agreement:

- Is, on balance, in the best interests of the employees covered by the Agreement (taking into account the interests of all employees); and
- Does not provide for remuneration or conditions of employment that are (considered as a whole) inferior to remuneration or conditions of employment (considered as a whole) prescribed by an award under the Fair Work Act 1994 (SA) that applies to the employees at the time of the application for approval.

1.4.2 In the event that any provisions or conditions of employment in the SA Public Sector and Local Government Entities Clerks Award are reduced or removed, employees to whom this Agreement applies shall not suffer any reduction in wages, entitlements, employment conditions or other benefits. This clause shall apply for the duration of this Agreement.

## **1.5. DATE and PERIOD OF OPERATION**

This Agreement shall come into operation on and from the beginning of the first pay period to commence on or after the date of registration of this Agreement and shall remain in force **until 30 June 2020**. The parties will commence negotiations on a new Agreement no later than 6 months prior to the expiry of the current Agreement.

## **1.6. QUANTUM and TIMING**

The salaries payable to employees are those detailed in Appendix B – Pay Rates, which will operate from the first full pay period (FFPP) to commence on or after 1 November 2017, 1 November 2018 and 1 November 2019.

## **1.7. PREVIOUS AWARDS and AGREEMENTS**

This Agreement shall be read and interpreted in conjunction with the SA Public Sector and Local Government Entities Clerks Award (“the Award”). Where there is any inconsistency with this Agreement, the Award or any previous Adelaide Festival Centre Enterprise Agreement, this Agreement will take precedence.

## **1.8. APPLICATION OF POLICIES**

The parties to this Agreement recognise that during the life of this Agreement AFCT will continue to develop, amend and implement policies which fall outside the parameters of this Agreement. In so doing, AFCT will consult, where practicable, with the parties before implementing policy and policy changes and the provisions of the Agreement will take precedence where there is any inconsistency between AFCT policy and the Agreement.

## 2. DEFINITIONS

2.1 In this Agreement, unless the contrary appears:

- 2.1.1 “**Act**” means the Fair Work Act 1994 (SA) as amended from time to time.
- 2.1.2 “**AFCT**” shall mean Adelaide Festival Centre Trust.
- 2.1.3 “**Agreement**” means this Enterprise Agreement unless otherwise indicated.
- 2.1.4 “**Annual Salary**” shall mean the base rate (2.1.5) calculated over 52 weeks excluding any payment entitlement for overtime and additional hours.
- 2.1.5 “**Base Rate**” shall mean the employee’s ordinary rate of pay exclusive of overtime, loadings, allowances or other penalties. The base rate will be used in the calculation of all loadings and penalties. A casual employee’s base rate will include the casual loading as defined in clause 3.2.3.2.
- 2.1.6 “**Casual Employment**” shall mean an employee engaged on an hourly basis, with wages accruing from day to day and paid by the fortnight. An employee’s hours of work and employment is subject to their availability to work and AFCT’s requirements for their services.
- 2.1.7 “**Chief Executive Officer and Artistic Director**” and “**CEO**” shall mean the executive delegated the employing authority by the Chief Executive of the Department of the Premier and Cabinet.
- 2.1.8 “**Continuous Employment**”, in the context of casual employment, shall mean a period of service that is not broken by a period between work engagements of longer than 3 months unless by specific leave of absence approved by AFCT.
- 2.1.9 “**Employee**” means an employee bound by this Agreement.
- 2.1.10 “**Extended Family**” shall mean parents in law and grandparents, grandparents in law, brothers and sisters in law and nieces and nephews of the employee or their spouse.
- 2.1.11 “**Family**” shall mean the employee’s spouse or domestic partner, child, parent, any other member of the employee’s household, or any other person who is dependent on the person’s care.
- 2.1.12 “**Fixed Term Contract**” shall mean a contract of engagement for a specified term not exceeding five (5) years.
- 2.1.13 “**FOH**” shall mean Front of House and have the customary ordinary theatrical meaning.
- 2.1.14 “**Ongoing (permanent) employee**”. Refers to an employee who is not a casual and who is engaged without any reference to a fixed term length of the employment contract.

- 2.1.15 “**Other Significant Relationships**” shall mean those relationships of significant emotional importance to an employee such as family members beyond the extended family definition, close friends, or persons of significant influence in the employee’s life.
- 2.1.16 “**Ordinary Rate of Pay**” shall mean base rate.
- 2.1.17 “**Ordinary Working Day**” shall mean a day in which an employee is normally rostered to work. For example a full-time employee may work over 5 days being Monday to Friday, or an employee may work 5 days over a 7 day period being Monday to Sunday. “Ordinary Working Days” requirements will be detailed within the position description of each position.
- Ordinary hours of work are between 0700 and midnight.
- 2.1.18 “**Overtime**” shall mean authorised work in excess of an employee’s normal hours of duty and where such time is in excess of:
- 7.5 hours in any one day;
- 37.5 hours in any one week.
- 2.1.19 “**Parties**” shall mean the Chief Executive of the Department of the Premier and Cabinet, AFCT and the PSA.
- 2.1.20 “**Primary Carer**” shall mean a person whom assumes the principal role of providing care to an family member.
- 2.1.21 “**PSA**” Shall mean the Public Service Association of SA Inc.
- 2.1.22 “**Public Holiday**” shall mean a day or a part-day defined as a Public Holiday or a substitute Public Holiday by the Holidays Act 1910 (SA), as amended in 2012 and gazetted as such by the Government of South Australia.
- 2.1.23 “**Rostered Employee**” shall mean an employee whose engagement is regulated by a 7 day roster.
- 2.1.24 A ‘**shift**’ is a rostered period of work of not less than 3 continuous hours duration except on a Sunday or public holiday where a “shift” is a rostered period of work of not less than 4 continuous hours duration.
- 2.1.25 “**SSA**” shall mean a Salary Sacrifice Agreement.
- 2.1.26 “**Scheduled Day Off**” shall mean a day of the week where a rostered employee is not rostered to work.
- 2.1.27 “**Spouse**” shall include a de-facto and same sex spouse, but except in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 2.1.28 “**Voluntary Flexible Working Arrangement**” shall mean a documented working arrangement made available by the CEO to an employee (s).



- 2.1.29 **“We”, “Us”, “Our”, “Organisation”, “Employer”** are terms used interchangeably and means AFCT.
- 2.1.30 **“You”, “Your” or “Employee”** are terms used interchangeably and means the employees employed by the employer. Further, the singular use of the above includes the plural and vice versa unless otherwise indicated.
- 2.1.31 **“PCBU”** – Persons conducting a business or undertaking as defined in the Work Health and Safety Act (SA) 2012

## **3. EMPLOYMENT CONDITIONS**

### **3.1. EMPLOYMENT CATEGORIES**

- 3.1.1. Employment at AFCT may be offered as a permanent position, a fixed-term contract or as a casual opportunity. Permanent and contract positions may be full-time or part-time, while casual opportunities are offered according to the needs of the business.
- 3.1.2. All permanent and fixed term contract employees will have a current contract of employment and all casual staff will have a statement of agreed conditions for casual employment, accepted and recorded by both the employer and the employee.
- 3.1.3. All contracts of employment will be accompanied by a current position description, accepted by the incumbent, including a current position classification.

### **3.2. TERMS OF ENGAGEMENT**

#### **3.2.1. Permanent and Fixed Term Contract**

- 3.2.1.1 Permanent and fixed term contract employees (whether full-time or part-time) shall be engaged by the fortnight.
- 3.2.1.2 The appropriate per hour rate for employees engaged by the fortnight shall be calculated for all purposes under this Agreement by dividing the total per weekly rate for that classification by 37.5.
- 3.2.1.3 Part-time employees will be paid on a pro rata basis only in proportion to the hours regularly worked each week compared to the ordinary hours of work provided for in this Agreement
- 3.2.1.4 A part-time employee shall be entitled to overtime and penalty payments in accordance to the provisions applicable to full-time employees.
- 3.2.1.5 A part-time employee shall receive payment on a pro rata basis for annual and sick leave based on the entitlements of full-time employees engaged by the fortnight.

#### **3.2.2. Probation**

- 3.2.2.1 All employees engaged for a permanent or contract position will be subject to a probationary period when first employed.
- 3.2.2.2 The probation will be for six (6) calendar months unless otherwise stipulated.
- 3.2.2.3 During this probation, subject to conditions of this Agreement, the employment of the employee may be terminated for unsatisfactory performance. In all instances the employee will be advised of the performance problem and be provided with an opportunity to improve their performance.

### **3.2.3. Casuals**

- 3.2.3.1 Casual employees shall be engaged on an hourly basis, provided that on any shift they receive a minimum payment equivalent to 3 hours work. This engagement may include work across any department or job role for which the employee has appropriate skills.
- 3.2.3.2 The appropriate hourly rate for employees engaged by the hour will be calculated by dividing the total per week rate for the relevant classification by 37.5 and adding a loading of 25% to the hourly rate. Casual loading is paid in lieu of annual leave, sick leave, parental leave and paid public holiday entitlements.
- 3.2.3.3 Casual employees shall receive at least twenty-four hours' notice of a cancellation of rostered hours. Where such notice is not provided a casual employee shall be provided with alternative duties, or if not required at all, paid for the period originally rostered.

## **3.3. CLASSIFICATION**

### **3.3.1. Notification of Classification**

- 3.3.1.1 Position Descriptions for each role covered by this Agreement will detail the classification level of the role.
- 3.3.1.2 Employees shall be notified in writing of the position and classification to which they have been appointed.
- 3.3.1.3 The pay increments agreed in this Agreement will apply to classifications P&A1 to P&A6 as will the overtime rates apply for these same classifications for all time worked beyond the ordinary hours of work.
- 3.3.1.4 Appendix B will outline the salary changes for classifications P&A1 to P&A6 for each year of the Agreement.
- 3.3.1.5 Positions classified as AFCT Job Grade 7 to AFCT Job Grade 10 will be governed by all provisions of this Agreement other than the clauses listed in 3.3.1.6 below. Pay reviews of these classifications are subject to individual negotiation between the employee and their manager and subject to successful performance of duties allocated to the employee. The rates of pay allocated for staff employed at AFCT Job Grade 7 to AFCT Job Grade 10 will exceed the rates of pay for the P&A6-5 classification and will take into account annual salary adjustments provided for those employees to whom clause 1.6 and Appendix B of this Agreement apply. Reviews for positions classified as AFCT Job Grade 7 to AFCT Job Grade 10 will be conducted annually in July.

- 3.3.1.6 During the operation of this Agreement, the clauses listed below do not apply to employees whose terms and conditions are subject to a contract that specifies a classification in excess of P&A6-5.

<b>Clause Number</b>	<b>Clause Title</b>
1.6	Quantum and Timing
3.3.4	Higher Duties
3.3.6	Incremental Progression
3.6.2	Termination of Employment by the Employee
4.1	Ordinary Hours of Work
4.2	Rosters
4.3	Ten Hour Break
4.4 (but excluding 4.4.1, 4.4.2 and 4.4.4)	Meal Breaks
4.5.1	Requirement for Overtime
4.5.3	Overtime Penalties
4.5.6	Call Back
4.6.1	Requirement to work on a Sunday
4.7.2	Requirement to work on a Public Holiday
5.5	On Call/ Recall Allowance

### 3.3.2. Re-Classification

An employee may request a reclassification of their position by lodging a written application, including a current position description and an outline of the reasons for the re-classification, with the employee's manager and a copy to the senior human resource management representative.

### 3.3.3. Classification Grievances

Any classification grievance shall be reviewed through the grievance resolution process as per clause 8.4 of this Agreement.

### 3.3.4. Higher Duties

- 3.3.4.1 AFCT may direct that an employee temporarily perform duties other than, or in addition to, the employee's normal job.

Employees engaged for more than three hours on any day on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for the whole of such day. If for three hours or less during any such day, he/she will be paid the higher rate for those hours only.

- 3.3.4.2 Penalty and overtime rates applicable during the period when higher duties are performed shall be calculated and paid on the higher base rate.

### **3.3.5. Salary and Wage Adjustments**

- 3.3.5.1 This clause refers to the salary schedule appearing in Appendix B: Pay rates by classification. For the quantum and timing, refer to clause 1.6.
- 3.3.5.2 The salary payable to an employee as at the applicable date shall not be reduced by reason of a salary schedule in this Agreement.
- 3.3.5.3 This clause applies to a 'pegged employee'. A 'pegged employee' is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's job classification or position.
  - 3.3.5.3.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Agreement, unless the increase to the substantive rate of pay for an employee's job classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
  - 3.3.5.3.2 Once the rate of pay for a pegged employee's job classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

### **3.3.6. Incremental Progression**

- 3.3.6.1 An employee will progress to the next increment on the anniversary of their commencement, as currently occurs unless, in the course of implementing AFCT's Performance Development Review process (however described), the employee is assessed either as not performing at a satisfactory level (ie the work being performed or produced is not commensurate with the level, quality and timeliness required from the duties (or position)); or as not meeting performance standards. For the purposes of this clause, this assessment is referred to as 'the initial assessment'.
- 3.3.6.2 An employee will be entitled to at least three calendar months prior notice (written or email) of the initial assessment as per clause 3.3.6.1 and may, within one month, request either a reassessment or a review of the assessment, which is to be concluded by not later than one month prior to their expected increment date.
  - a) If upon a reassessment or review the employee is assessed either as performing at a satisfactory level or as meeting performance standards, the employee will not be impeded from progressing to the next increment level.
- 3.3.6.3 If pursuant to this clause an employee does not progress to the next increment level, the employee will work with the relevant department manager with the object of improving their performance to at least a satisfactory level during the ensuing six months after the initial assessment (and thereafter as may be applicable).

- 3.3.6.4 During the six months after the initial assessment, an employee may, at not less than three monthly intervals, request to be reassessed.
- 3.3.6.5 If, during six months after the initial assessment, an employee is assessed as:
- a) Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the six calendar month anniversary after what would otherwise have been their expected incremental date; or
  - b) Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 3.3.6.6 If, more than six months after the initial assessment, an employee is assessed as:
- a) Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the twelve month anniversary after what would otherwise have been their expected incremental date; or
  - b) Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 3.3.6.7 An employee who does not progress to the next increment level consequent on an assessment during the first twelve months after what would otherwise have been their expected incremental date, may request a reassessment at not less than six monthly intervals. If assessed as performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the subsequent applicable anniversary of what would otherwise have been their incremental date in that year, otherwise the employee will not progress.
- 3.3.6.8 In this clause 'performance standards' means achieving performance targets or work output applicable to the employee; behaviour in accordance with the Code of Ethics for the South Australian Public Sector; actively participating in AFCT's Performance Development Review process and applying learning and development.

### **3.4. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS (VFWA)**

- 3.4.1. AFCT acknowledges the mutual benefit to the employee and employer of voluntary flexible working arrangements (VFWA) to balance work and other (including family) commitments.
- 3.4.2. AFCT will promote and improve the awareness of VFWA's in the organisation during the life of this Agreement.
- 3.4.3. The CEO or delegate will consider an employee's request to participate in a VFWA having regard both for the operational needs of the business and the employee's circumstances.
- 3.4.4. In such cases an agreed VFWA may be entered into between AFCT and the employee in place of other provisions within this Agreement. All such arrangements are to be evidenced in writing and will include a commencement and termination date.
- 3.4.5. All VFWAs will be the subject of review by the CEO or delegate on an ongoing basis to ensure that the operational needs of the business and the employee's circumstances are continuing to be met. All such reviews are to be documented, dated and signed by both the CEO or delegate and the employee.
- 3.4.6. Examples of VFWAs that may be entered into include but are not restricted to;
- Changing the span of working days in which the 37.5 hours is worked (either less or more working days);
  - Working for 4/5<sup>th</sup> of a salary and converting the remainder to additional paid leave entitlements;
  - Working from home;
  - Job sharing;
  - Negotiating start and finishing times.
- 3.4.7. VFWA's are not intended for short term rostering conflicts and are designed to improve flexibility on an ongoing basis. Ideally, VFWA's will be utilised for periods greater than 4 weeks.
- 3.4.8. This clause will apply for the period an employee is participating in a VFWA:
- 3.4.8.1 Subject to this clause, the salary or wages payable to an employee, or applicable to the position, where the employee elects to participate in an approved VFWA, will be adjusted to take account of the VFWA.
- 3.4.8.2 Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Any overtime payments will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

- 3.4.8.3 Should an employee wish to change their current VFWA, they must submit a written request to their manager, stating the change(s) being requested, why they are requesting the change(s) and the anticipated commencement and termination date of the VFWA.
- 3.4.8.4 The CEO or delegate will consider an employee's request to change the arrangement of their current VFWA having regard both for the operational needs of the business and the employee's circumstances.
- 3.4.8.5 A VFWA may be terminated by agreement or by either party giving the required one month's written notice.
- 3.4.9. Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another Public Sector employer in the event the employee immediately becomes employed by that employer), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.
- 3.4.10. A VFWA will not disadvantage the employee in relation to the employee's terms and conditions of employment.

## **3.5. UNIFORMS**

- 3.5.1. When deemed necessary by AFCT and in order to comply with Work Health and Safety requirements, AFCT shall provide, and employees will be required to wear, suitable protective clothing and equipment.
- 3.5.2. No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent or humiliating by the authorised representative of the union or in the absence of his/her approval, subject to appeal to the South Australian Employment Tribunal.



## 3.6. TERMINATION OF EMPLOYMENT

### 3.6.1. Termination of Employment by the AFCT

- 3.6.1.1 In the event of termination of employment by AFCT of a permanent or contract employee the following notice of termination shall be given or payment in lieu made for the balance of the notice period not required to be worked.

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 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

- 3.6.1.2 If the employee is 45 years or older and has at least 2 years' service, another 1 week is added to the above notice period.
- 3.6.1.3 An employee whose services are terminated whilst on tour shall have their fare from the place of termination of employment back to their place of engagement paid by the employer and the employer shall ensure that the employee is so returned as expeditiously as possible.

### 3.6.2. Termination of Employment by the Employee

- 3.6.2.1 Where a permanent or contract employee resigns they must give the following period of notice of termination or forfeit wages equivalent to the balance of the period not given.

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

- 3.6.2.2 The AFCT and an employee may agree to dispense with these periods of notice and subsequent forfeit of wages.

### **3.6.3. Employer or Employee Period of Notice - Casual Employee**

When an employee is engaged by the hour, employment may be terminated without notice by either party subject to the payment of any prescribed minimum amount of wages and to the employee working the time covered by such wages if required to do so.

### **3.6.4. Summary Dismissal**

The notice of termination provisions in this Agreement shall not apply in the event of summary termination for misconduct that at common law is considered serious or wilful.

### **3.6.5. Return of Property**

Upon termination of employment for any reason employees must return as soon as reasonably practicable all property belonging to AFCT.

## **3.7. REDEPLOYMENT, RETRAINING AND REDUNDANCY**

3.7.1. Subject to this clause and conditional on approval of AFCT's Enterprise Agreement, the parties acknowledge that this Agreement is made and entered into on the basis that a new redeployment, retraining and redundancy scheme as detailed in Appendix D will be implemented to apply to employees covered by this Agreement.

3.7.2 The parties to this Agreement agree that AFCT's Guideline in relation to the *Management of Excess Employees: Redeployment, Retraining and Redundancy* will apply to the parties bound as defined in Clause 1.3 of this Agreement.

## **4. HOURS OF WORK**

### **4.1 ORDINARY HOURS OF WORK**

4.1.1 The ordinary hours of work for AFCT employees are between 7 am and midnight, Monday to Sunday.

4.1.2 An employee's "ordinary working days and hours" will be detailed within the position description detailing the duties for which they are engaged to perform.

4.1.3 The ordinary hours of work are an average of 37.5 hours per week worked on one of the following basis;

4.1.3.1 37.5 hours within a work cycle not exceeding seven (7) consecutive days; or

4.1.3.2 75 hours within a work cycle not exceeding fourteen (14) consecutive days;  
or

4.1.3.3 112.5 hours within a work cycle not exceeding twenty-one (21) consecutive days; or

4.1.3.4 150 hours within a work cycle not exceeding twenty-eight (28) consecutive days.

- 4.1.4 An unpaid meal break of at least 30 minutes is to be taken at or before five hours of the commencement of work.
- 4.1.5 Ordinary hours of work are not to exceed seven and a half (7.5) hours in any one day.

## **4.2 ROSTERS**

- 4.2.1 Rostered employees shall be advised of their rostered hours by a roster which shall be on display and readily available to staff no less than seven (7) days in advance.
- 4.2.2 In unavoidable circumstances and with the agreement of the employee, a shift may be changed after the roster has been published. Where less than 24 hours' notice is provided regarding a cancellation of rostered hours, refer to clause 3.2.3.3 for casual employees.
- 4.2.3 AFCT undertakes to look at ways to improve rostering, including providing advance notice, through implementing an effective rostering system suited to AFCT's work environment as per clause 4.2.1.

## **4.3 TEN HOUR BREAK**

- 4.3.1 The work of employees shall be arranged so that there are at least ten consecutive hours off duty between the work of successive days.
- 4.3.2 An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day shall be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- 4.3.3 The employee shall be responsible for notifying their manager if;
  - 4.3.3.1 They are rostered for work in another department and / or there is the potential for not having a 10 hour break between shifts, and
  - 4.3.3.2 Where the 10 hour break requires them to commence late for their next day's work.
- 4.3.4 If an employee is authorised to resume work without having had ten consecutive hours off duty, that employee shall be paid an additional 100% (double time) penalty of their base rate until released from duty for such period and shall then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absences.
- 4.3.5 A required meal break shall not constitute a break in the work of the employee. Accordingly work done before and after the meal break shall be counted as being continuous.
- 4.3.6 The provisions of this subclause shall not apply under the following circumstances:
- 4.3.7 Where the work is by arrangement between the employees themselves with the prior approval of management.

## 4.4 MEAL BREAKS

- 4.4.1 AFCT supports the principle that staff may not work beyond the five hour limit without a meal break.
- 4.4.2 No employee will be required to work more than 5 hours after the commencement of each work period and within or at the conclusion of every five hours subsequently worked.
- 4.4.3 Staff have the option to not take the unpaid half hour meal break post-show
- 4.4.4 Staff are not required to take a meal break where the sole engagement is six hours or less.
- 4.4.5 Employees will not be required to take a meal break until at least 2 hours after commencement of their work period.
- 4.4.6 Where staff are required to work continuously for more than five hours without a break being given, the employee will be paid an additional 50% penalty from the start of the sixth hour until a meal break is taken.
- 4.4.7 An example of a situation where staff may be required to work continuously for more than five hours without a break includes but is not limited to:
- A performance exceeding five continuous hours (including dress rehearsals) and where staff are also required pre and post show for show calls, changeovers or bump outs.
- 4.4.8 It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours work.
- 4.4.9 AFCT recognises there may be opportunities to provide staff with an additional short break (with pay), where practicable, dependent on work commitments.
- 4.4.10 There will be a minimum of 3 clear hours between the completion of the first break and the commencement of the second meal break.
- 4.4.11 Where an employee is rostered for two meal breaks in a shift, one of these breaks shall be 60 minutes duration, the other a minimum of 30 minutes. Where an employee is rostered for a meal break and unforeseen circumstances allow less than the rostered time to be taken, the employee will be paid for that rostered period in addition to the payment for the time actually worked. Any allowances or penalties applying before the rostered break shall also apply to the additional payment.
- 4.4.12 An employee required to work more than 2 continuous hours overtime without notification on any one day shall either be supplied with a meal by the employer or paid a meal allowance for the second or subsequent meal as defined in Schedule 3 of the *SA Public Sector and Local Government Entities Clerks Award*.

4.4.13 Where the Green Room is closed during ordinary working hours, AFCT will arrange to provide a choice of food for purchase on site. Where arrangements have been made to provide catering between performances/rehearsals for the performers, the show crew will be included in those arrangements.

## **4.5 OVERTIME**

### **4.5.1 Requirement for Overtime**

- 4.5.1.1 Employees may be required to work a reasonable amount of overtime, if so requested by AFCT, giving consideration to exceptional business and/or personal circumstances. For the purposes of this clause, overtime must be authorised by the employer or their duly appointed representative prior to working the overtime. Unauthorised overtime will not be paid.
- 4.5.1.2 An employee whose position is classified as P&A6 or below is entitled to payment of authorised overtime hours worked, or, if the parties agree, to time off in lieu of payment.
- 4.5.1.3 Where there is a dispute in relation to overtime it shall be dealt with in accordance with AFCT's Grievance Procedures (see clause 8.4).

### **4.5.2 Time Off in Lieu of Overtime (TOIL)**

In lieu of overtime, time off in-lieu shall be available to any employee covered by this Agreement under the following conditions:

- 4.5.2.1. Any employee who works any extra hours above the ordinary full-time weekly hours of 37.5 hours must have prior written approval of their manager to do so. Extra hours are those outside those of the ordinary full-time hours of work. Any hours above the full-time hours will qualify for overtime or TOIL.
- 4.5.2.2. Where the employee has elected and their manager/supervisor has agreed (in writing) that TOIL may be taken, the time must be taken as soon as is practicable after working the extra hours and within three months of the extra hours having been worked. Where possible, employees should be given the opportunity to use their TOIL in units of hours; not waiting for accrual of days.
- 4.5.2.3 With the agreement of their manager, an employee may accrue up to a maximum of 10 days per financial year before being subject to a direction to take the time.
- 4.5.2.4. All TOIL is to be recorded (entered and approved) in the appropriate company database as Time Off in Lieu of Overtime.
- 4.5.2.5 Where an employee has been permitted to accrue TOIL in excess of 10 days, the employee may apply to their manager to convert such TOIL into payment at their ordinary rate of pay, to a maximum of 5 days at any given time, with the remaining time to be taken as directed by their manager.

### **4.5.3 Overtime Penalties**

- 4.5.3.1 All employees working authorised overtime shall be paid an additional 50% penalty (time and a half) of their base rate for the first two (2) hours and 100% (double time) thereafter.
- 4.5.3.2 Rostered employees called upon to work between midnight and 7 a.m. shall be paid an additional 100% (double time) penalty of their base rate.
- 4.5.3.3 Overtime shall be calculated to the nearest quarter hour and thereafter in quarter hour units;
- 4.5.3.4 In calculating overtime eligibility, each day shall stand alone.

### **4.5.4 Reimbursement of Reasonable Child Care Costs**

- 4.5.4.1 Where a permanent or contract employee is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work and consequently the employee utilises paid child care, AFCT will reimburse the reasonable child care costs incurred by the employee arising from performing such work, provided that:
  - 4.5.4.1.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 4.5.4.1.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 4.5.4.1.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 4.5.4.1.4 Reimbursement will be made for reasonable child care costs after all other sources of reimbursement (including Child Care Benefit Claim) have been exhausted.
  - 4.5.4.1.5 Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate and guidelines, published from time to time by the Commissioner for Public Sector Employment.
  - 4.5.4.1.6 The employee will provide AFCT with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 4.5.4.2 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

## **4.5.5 Reimbursement of Reasonable Travel Costs**

- 4.5.5.1 Where an employee is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause provided that:
- 4.5.5.1.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 4.5.5.1.2 The employee ordinarily uses public transport.
  - 4.5.5.1.3 Travel is by the most direct or appropriate route.
  - 4.5.5.1.4 Reimbursement of reasonable taxi costs, or mileage and car parking costs are at a rate determined from time to time by the Commissioner for Public Sector Employment.
- 4.5.5.2 The employee will provide AFCT with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

## **4.5.6 Call-Back**

- 4.5.6.1 A minimum of 3 hours work at the applicable rate shall be paid to an employee recalled to work overtime after leaving the place of employment provided that:
- 4.5.6.1.1 This provision applies irrespective of whether the employee was notified before or after leaving the premises;
  - 4.5.6.1.2 An employee called back to work will not be required to work the full 3 hours of overtime where the work requiring the call back is completed within a shorter period - except where additional unforeseen circumstances arise;
  - 4.5.6.1.3 An employee recalled to work within 3 hours of starting work on a previous recall, shall not be entitled to any additional payment for time worked within a period of 3 hours from the time of the commencement of the original recall;
- 4.5.6.2 Call back rates shall not apply where it is customary for an employee to return to the place of employment outside ordinary hours to perform specific work or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. In these events the normally applicable overtime provisions contained in this Agreement shall apply.

## **4.5.7 Domestic / Family Violence**

- 4.5.7.1 The parties acknowledge that an employee who is experiencing or escaping domestic or family violence (actual or threatened) may need time away from work for a range of reasons, for example, to address health, legal, child care, housing or other personal matters.
- 4.5.7.2 AFCT employees experiencing or escaping domestic/family violence are entitled to access up to 15 days Special Leave with Pay in a 12 months period, separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements).
- 4.5.7.3 It is entirely the choice and the right of the employee to access up to fifteen (15) days Special Leave with Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.
- 4.5.7.4 AFCT will promote the Employee Assistance Program as an additional assistance in the circumstances.
- 4.5.7.5 The parties acknowledge the Commissioner for Public Sector Employment has issued a Guideline in relation to this matter.
- 4.5.7.6 Experiencing domestic/family violence may have an adverse effect on an employee's workplace performance or conduct. At any time, the employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the applicable privacy principles and constrained to relevant information only. Where the employer becomes aware of an employee's personal circumstances, they are to take this information into account in any assessment of that employee's workplace performance or conduct.

## **4.6 SUNDAYS**

### **4.6.1 Requirement to Work on a Sunday**

- 4.6.1.1 An employee required to perform work between 00.01 and 24.00 (midnight) Sunday shall be paid an additional 100% penalty (double time) of their base rate for all time worked with a minimum payment of 4 hours.
- 4.6.1.2 In lieu of payment, an employee may be granted time off at a rate of:
  - 4.6.1.2.1 When a full 7.5 hours is worked by the employee, 2 full days off in lieu will be granted.
  - 4.6.1.2.2 When less than 7.5 hours is worked, the days off in lieu will be pro rata of 2 days off.



## **4.7 PUBLIC HOLIDAYS**

### **4.7.1 Entitlement to Full Day Public Holidays**

- 4.7.1.1 Full-time and part-time employees shall be entitled to a full or pro rata day at ordinary rate of pay as a result of a gazetted South Australian public holiday falling on the employee's ordinary working day. An employee whose hours do not include the day or part day of the week on which there is a public holiday is not entitled to be paid.

### **4.7.2 Requirement to Work on a Full Day Public Holiday**

- 4.7.2.1 For the purpose of this clause ordinary working day means a day on which the employee is normally rostered to work.
- 4.7.2.2 An employee (other than a casual employee) may be required to work on Public Holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) Public Holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.
- 4.7.2.3 An employee (other than a casual employee) required to work on a Public Holiday, will be paid an additional 150% Public Holiday penalty (double time and a half) of their base rate for all time worked with a minimum payment of 4 hours.
- 4.7.2.4 A casual employee required to work on a Public Holiday will be paid an additional Public Holiday penalty of 100% (double time) of their base rate for all time worked with a minimum payment of 4 hours.
- 4.7.2.5 If the work on a Public Holiday occurs as a continuation of normal work from the previous day, penalty time applies from the beginning of the Public Holiday, but there is no requirement for a minimum 4 hour payment.

### **4.7.3 Full Day Public Holiday falls on a Scheduled Day Off**

- 4.7.3.1 Where an employee is required to work on active duty for all of the 7 days of the week including Saturdays and Sundays and a Public Holiday falls on a day which is their scheduled day off that employee will be paid an additional day's pay.
- 4.7.3.2 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the Public Holiday falls.
- 4.7.3.3 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative scheduled day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

#### 4.7.4. Part-Day Public Holidays

- 4.7.4.1 The arrangement set out below will apply between 7.00pm and midnight on Christmas Eve and New Year's Eve for as long as these hours remain as gazetted part-day public holidays per the Holidays Act 1910 (SA) and the Statutes Amendment (Shop and Trading Holidays) Act 2012.
- 4.7.4.2 For the purpose of this clause ordinary working day means a day on which the employee is normally rostered to work.
- 4.7.4.3 All employees will have the right to refuse to work on the part-day public holiday if the request to work is reasonable or the refusal is reasonable.
- 4.7.4.4 An employee (other than a casual employee) may be required to work on a part day public holiday as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays (inclusive of part day public holidays) in any one calendar year except with the agreement of the employee or in unavoidable circumstances.
- 4.7.4.5 An employee (other than a casual employee) required to work on a part day public holiday, will be paid an additional public holiday penalty of 150% (double time and a half) for all time worked with a minimum payment of four (4) hours.
- 4.7.4.6 A casual employee required to work on a part day public holiday, will be paid an additional public holiday penalty of 100% (double time) for all time worked with a minimum payment of four (4) hours.
- 4.7.4.7 If the work on the part day public holiday occurs as a continuation of work from before 7:00pm, penalty rates are payable from 7:00pm but there is no requirement for a minimum four (4) hour payment to fall solely within public holiday hours, rather the portion of the shift that falls before the public holiday also counts toward the minimum payment of four (4) hours.
- 4.7.4.8 Where an employee may have been required to work on the part day public holiday but as a result of being on annual leave is not scheduled to work, they will be paid public holiday hours (rather than annual leave hours) at their ordinary rate of pay for such hours.
- 4.7.4.9 Where an employee may have been required to work on the part day public holiday but as result of having a rostered day off (RDO) that is administered in a monthly pattern, is not scheduled to work, they will be paid public holiday hours (rather than RDO hours) at their ordinary rate of pay for those hours.
- 4.7.4.10 Where an employee may have been required to work on the part day public holiday but has requested to take an RDO on an ad hoc basis on that day, no public holiday hours are payable.
- 4.7.4.11 An employee otherwise not rostered to work on the part day public holiday, will not be entitled to any other monetary compensation or reimbursement of hours as a result of the part day public holiday.

#### **4.7.5 Overtime worked on a Public Holiday**

All overtime worked on a public holiday will be paid a penalty of 150% (double time and a half) for the time worked.

### **4.8 TAXI ARRANGEMENTS**

4.8.1 Subject to the provisions of this clause, AFCT Managers, Supervisors and/ or their nominated delegate will approve the use of a Cab-charge for staff who are required to work beyond their published rostered shift and after their regular form of public transport or conveyance is no longer available.

4.8.2 Any other circumstances, including those where employees are rostered to work after the last public transport service has ceased, will be considered with regard to transport arrangements and finishing times of shifts, whereby no reasonable request will be refused. Consideration will include but is not limited to personal safety, illness or significant personal event and will be looked at on an individual case by case basis.

4.8.3 Cab-charges will apply from any of the Festival Centre venues at which the employee was last engaged to work, without deviation to the employee's place of residence, except where the employee lives beyond the Adelaide suburban bus or train network and has parked their car at a transport link station (e.g. Park n Ride) whereby AFCT will instead supplement an employee's normal public transport arrangements with a Cab-charge between AFCT and the departure station, or the destination station and home.

4.8.4 All employees will be treated equitably in the application of this clause.

## **5. PAYMENT OF WAGES and ALLOWANCES**

### **5.1 WAGES**

#### **5.1.1 Fortnightly Pay**

5.1.1.1 Wages for employees shall be paid fortnightly in arrears.

5.1.1.2 Payment of wages shall be made on Thursday. If circumstances arise such that it is not practicable for the employer to comply with its obligations on account of causes for which it cannot reasonably be held to be responsible, payments shall be made as soon as reasonably practicable; or if by mutual agreement recorded in writing between the employer and relevant union.

5.1.1.3 Wages shall be paid by direct credit into a bank, building society or credit union account nominated by the employee. Employees shall be required to provide and maintain accurate banking details.

5.1.1.4 Any employee short paid in any pay period, shall receive the amount short paid on the following pay day or as soon thereafter as possible, and any employee overpaid in the pay period shall be required to repay the amount as soon thereafter as reasonably practicable in accordance with an agreed schedule of repayment.

- 5.1.1.5 Employees shall be provided with a payslip (or similar) each fortnight in accordance with the Act. Employees may request details of their payroll records maintained in accordance with the Act by the AFCT upon giving reasonable notice.

## **5.1.2 Remuneration Packaging**

- 5.1.2.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- 5.1.2.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 5.1.2.3 All entitlements shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 5.1.2.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued annual or long service leave entitlements (instead of transferring leave credits to another public sector employer, in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 5.1.2.5 Any additional costs associated with providing this non salary benefit including FBT and administration charges are to be borne by the employee.
- 5.1.2.6 All SSA's must be administered by a provider approved by the SA Government.

## **5.1.3 Payment of Wages on Termination**

An employee's final pay shall be paid into their financial institution within 24 hours of the date of termination or as soon as reasonably practicable thereafter.

## **5.1.4 Rounding of Rates and Hours Worked**

- 5.1.4.1 For the purposes of calculating the hourly rates, allowances, penalties and loadings, all figures will be rounded to two (2) decimal places.
- 5.1.4.2 Employees required to record all times of hours worked and breaks taken are to document such times to the minute. For the purposes of calculating wages, the actual times recorded on timesheets will be rounded to the next 6 minutes.

## **5.2 FIRST AID ALLOWANCE**

### **5.2.1 Qualifications**

Employees required and rostered by AFCT to hold a First Aid certificate in order to perform their duties will receive training and an allowance.

### **5.2.2 Training**

5.2.2.1 AFCT will (in consultation with respective employees' managers) coordinate and pay for annual Refresher First Aid Training for employees who are required to hold a current certificate.

5.2.2.2 Employees who are rostered to attend the arranged courses and fail to do so, must ensure their qualifications are current. Payment of course and wages to attend training not coordinated by AFCT is the employee's responsibility.

5.2.2.3 If an employee chooses to hold a certificate, they may attend any onsite training free of charge however they will not be paid wages to participate in such training and shall not receive payment of an allowance for holding such a certificate.

### **5.2.3 Payment of Allowances**

A weekly allowance will be paid as defined by the *SA Public Sector Salaried Employees Interim Award*. The first aid officer is required to be able to perform first aid duties on at least three days per week. Employees required to perform the duties of a first aid officer for less than three days will be paid an hourly allowance, as determined in the *SA Public Sector Salaried Employees Interim Award* for each hour or part thereof.

### **5.2.4 Provision of First Aid Kits**

First Aid Kits shall be provided and located in accessible locations throughout the AFCT premises.

## **5.3 TRANSFERS, TRAVELLING AND WORKING AWAY FROM AFCT PREMISES**

AFCT will adopt in full the Commissioner for Public Sector Employment Determination 3.2 for payment and reimbursement for all AFCT employees required to work away from AFCT worksites.

## **5.4 SUPERANNUATION**

The Employer shall make contributions on behalf of each employee in accordance with legislative and Super SA requirements.

## **5.5 ON-CALL / RECALL ALLOWANCE**

5.5.1 Employees who are rostered to be on-call will be paid an on-call allowance as follows;

- 5.5.1.1 Monday to Friday nights shall be paid at a rate of \$30.00 per night from 1 November 2017 until 31 October 2018 and then \$30.75 from 1 November 2018 to 31 October 2019 and then \$31.50 from 1 November 2019 to 30 June 2020.
- 5.5.1.2 Saturday, Sunday and Public Holidays shall be paid at a rate of \$52.45 per 24 hour period from 1 November 2017 until 31 October 2018 and then \$53.75 per 24 hour period from 1 November 2018 to 31 October 2019 and then \$55.10 per 24 hour period from 1 November 2019 to 30 June 2020.

### **5.5.2 On-Call Conditions**

- 5.5.2.1 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. If a need arises for an employee to be on-call more frequently than this, it must only be where the employee concerned genuinely agrees to it.
- 5.5.2.2 The period of on-call shall be from the period an employee finishes work until they commence work the following morning. Where an employee is rostered to be on-call on a Saturday, Sunday or Public Holiday, the period of on-call shall be for 24 hours from 09.00.
- 5.5.2.3 Employees who are on-call must be contactable at all times and whilst are not restricted to their residence, must remain within 1 hours travelling distance from AFCT.
- 5.5.2.4 Employees who are on-call will be provided with necessary log in access to allow remote access to AFCT networks.

### **5.5.3 Recall to Work**

Employees who are rostered to be on-call and are required to attend any of the AFCT worksites for the purposes of responding to an on-call incident will be either paid a minimum 3 hour call at overtime rates or receive time off in lieu of payment.

For the purposes of calculating the payment of overtime, clause 4.5 will apply.

## **6. LEAVE**

### **6.1 ANNUAL LEAVE**

#### **6.1.1 Entitlement**

- 6.1.1.1 Full-time employees shall be entitled to 20 working days annual leave for each year of continuous service. Part-time employees shall be paid at a pro rata proportion of the 20 days.
- 6.1.1.2 Annual Leave is to be taken within 12 months of accruing the entitlement unless a one year postponement has been specifically negotiated with the departmental manager due to the exigencies of the work on which the employee is engaged or other special circumstances. Consideration will be given to the special circumstances of employees in the scheduling of leave.
- 6.1.1.3 AFCT may direct employees to take excessive leave on reasonable notice in line with AFCT's Leave Management Policy.
- 6.1.1.4 Employees (other than casual employees) who are rostered to work on a Sunday or Public Holiday as part of their ordinary hours of work will accrue additional leave at the rate of two and a half (2.5) hours for each day worked. Provided that the maximum leave that they can accrue under this provision is 37.5 hours or 5 working days for each year of service.

#### **6.1.2 Procedures Relating to Taking Leave**

- 6.1.2.1 Subject to the work requirements of AFCT, employees shall be allowed to take their entitlements at a suitable time to them.
- 6.1.2.2 AFCT may at its discretion allow an employee to take all or part of their leave before the entitlement has accrued. In such cases, leave taken shall be deducted from any leave subsequently accrued to the employee.

#### **6.1.3 Annual Leave Exclusion of Public Holidays**

Where any Public Holiday other than a part-day public holiday occurs during the period of the employee's annual leave, the leave shall increase by one day for each holiday occurring within the leave period.

#### **6.1.4 Illness or Injury on Annual Leave**

Where an employee suffers any illness or injury during the period of the employee's annual leave and the illness or injury is such that the employee is hospitalised or produces a certificate from a medical practitioner which states the illness or injury is of an equally serious and incapacitating nature, then the employee may have the period of such incapacity converted to sick leave and the period of annual leave re-credited, subject to other provisions of this Agreement provided that:

- The employee notifies the employer as soon as practicable but in any case prior to the day on which such employee is due to return to duty; and

- The employee provides a medical certificate of the nature of the illness or injury and the period of incapacity; and
- The period of incapacity is not less than three continuous days; and
- The employee has sick leave credit available.

### **6.1.5 Proportionate Leave on Termination**

On termination, all accrued annual leave entitlements will be paid to an employee. Any leave given in advance may be deducted by AFCT from any payment.

## **6.2 SICK LEAVE**

### **6.2.1 Rate of Accrual**

- 6.2.1.1 Those employees entitled to sick leave shall be credited with 1 day for each completed month of the employee's service. Part-time employees shall be paid at a pro rata proportion of the 1 day.
- 6.2.1.2 All sick leave shall be fully cumulative.
- 6.2.1.3 No employee shall be entitled to any additional sick leave over that specified in this clause.
- 6.2.1.4 Any sick leave accrual up until the date this Agreement is approved remains as a credit to the employee.

### **6.2.2 Incidence**

- 6.2.2.1 In the case of illness, AFCT may grant an employee leave of absence with pay to the extent of that employee's accrual subject to the following conditions;
  - The employee must make reasonable effort to notify AFCT of their absence on sick leave and the expected duration of the absence as soon as possible but no later than the rostered shift start time or not later than 24 hours after first being absent on account of illness. Outside normal working hours, Stage Door may be notified.
  - If absent for more than 2 consecutive days, the employee will be required to produce a medical certificate or other appropriate evidence to justify the period of absence.
  - A consecutive Friday and Monday are considered two consecutive days.
  - AFCT may notify an employee of a future requirement (for a period not exceeding six months) to produce a medical certificate for an absence of less than 2 days where in AFCT's reasonable opinion it is warranted by the circumstances.



## 6.3 FAMILY CARER'S LEAVE

- 6.3.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury, or for the purposes of caring for a family member who is sick and requires the employee's care and support, or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (payment is pro-rata for part-time employees) to provide care and support for such persons when they are ill.
- 6.3.2 This access is available if the following conditions are satisfied:
- 6.3.2.1 The employee must have responsibility for the primary care of the family member concerned; and
  - 6.3.2.2 The employee produces satisfactory evidence of requirement of care of the family member, if requested.
- 6.3.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.
- 6.3.4 Carer's leave provisions shall apply to employees required to care for a spouse upon the birth of a child.
- 6.3.5 Carer's leave provisions shall also apply where family members are cared for by another person or facility and through illness or unforeseeable circumstances, that other person or facility is unable to care for the family member. In these circumstances the employer may request reasonable evidence of the nature of the circumstances that prevent the normal care of the family member.

## 6.4 SPECIAL LEAVE WITH OR WITHOUT PAY

- 6.4.1 Employees are able to apply for special leave with or without pay for the following reasons and under the following conditions. The granting of special leave is at the discretion of the appropriate manager and except for paid maternity or adoption leave, and domestic and family violence leave, is not an entitlement.
- 6.4.2 In dealing with an application for special leave with or without pay, regard shall be given to AFCT's Leave Management Policy and current State legislation.
- 6.4.3 Requests for special leave with pay which have exceeded the limits prescribed may be approved by the relevant manager as special leave **without** pay.
- 6.4.4 Employees requesting special leave with or without pay may be required to provide relevant proof to their manager.

<b>Leave Type:</b>	<b>Recommendation:</b>
Moving house	1 day every 3 years
Special cultural/religious event	1 day per annum
Urgent pressing necessity	Up to 3 days
Blood donors	Reasonable travelling and attendance time every 12 weeks as special leave with pay to enable employee to donate blood.
Community volunteering	Employee must provide evidence from the community organization that they are a volunteer with the organization and that the organization has public liability and personal accident insurance.

## **6.5 BEREAVEMENT LEAVE**

- 6.5.1 Bereavement leave shall be granted in respect to one incidence of bereavement per occasion. If more than one (1) death arises from the one incident or reasonable proximity in time, only one payment for bereavement leave shall be made by AFCT.
- 6.5.2 Payment for bereavement leave shall be made on the employee's ordinary rate of pay and shall not include overtime or any other penalty or loading that might otherwise have been payable to the employee had they worked.
- 6.5.3 In the event of the death of a member of a full-time employee's family the employee shall be entitled to 1 week of paid leave, payment is pro-rata for part-time employees.
- 6.5.4 In the event of the death of a member of a full-time employee's extended family the employee shall be entitled to 3 days of paid leave, payment is pro-rata for part-time employees.
- 6.5.5 In the event of the death of a person of other significant relationship to a full-time or part-time employee, that employee shall be entitled to reasonable paid leave on the day of the funeral for the purposes of attending the funeral.
- 6.5.6 Casual employees will be entitled to the same periods of unpaid leave.
- 6.5.7 Evidence of the need to take bereavement leave shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

## **6.6 LONG SERVICE LEAVE**

All employees will be entitled to long service leave in accordance with the Public Sector Act or its successor legislation.

## **6.7 JURY LEAVE**

### **6.7.1 Leave for Employees required for Jury Service**

- 6.7.1.1 In all cases, whether an employee desires exemption or not, an employee must notify AFCT immediately after a jury call-up notice is received.
- 6.7.1.2 If the employee is ineligible or desires exemption, they must write a letter addressed to the Sherriff requesting an exemption.
- 6.7.1.3 Employees (other than those who are ineligible or obtain an exemption) who attend jury service during ordinary working hours will be granted special leave with pay subject to the following conditions:
- 6.7.1.4 The Sheriff is notified prior to the commencement of service that payment (other than for travelling expenses) will not be sought.
- 6.7.1.5 Applications for special leave with pay must be accompanied by written evidence of the duration of attendance for jury service and certification that payment was not made;
- 6.7.1.6 As far as practical, an employee must return to work if attendance for jury service ceases before the end of normal working hours; and
- 6.7.1.7 AFCT will grant leave to employees for this reason for whatever period they are required for jury service.

### **6.7.2 Attendance at Court as a Witness**

- 6.7.2.1 When an employee is required to attend court as a witness on behalf of the State, they are regarded as being on duty and it is not necessary to grant special leave with pay.
- 6.7.2.2 Employees subpoenaed as a witness, may apply for special leave with pay. Employees should be aware that the party issuing a subpoena is expected to reimburse lost salary. If necessary, an employee should request the court to make an order to that effect before giving evidence.

## **6.8 PARENTAL LEAVE**

### **6.8.1 Paid Maternity and Adoptive Leave**

- 6.8.1.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 6.8.1.2 This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the South Australian Employment Tribunal of this Enterprise Agreement.

- 6.8.1.3 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to sixteen (16) weeks paid maternity, adoption or surrogacy leave. Adopted child means a child under 16 years of age.
- 6.8.1.4 An employee who, at the time of commencing such paid maternity or adoption leave, has been employed for not less than five (5) years continuous service (including periods of approved unpaid leave) immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable) is entitled to twenty (20) weeks. Adopted child means a child under 16 years of age.
- 6.8.1.5 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave;
- An employee will be entitled to either sixteen (16) or twenty (20) weeks leave (whichever is the appropriate amount), paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity / adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, or any other leave falling within the period of paid leave.
  - The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed one hundred and four (104) calendar weeks in relation to the employee's child.
  - For the purposes of this clause, "child" includes children of a multiple birth / adoption.
- 6.8.1.6 At the time of applying for paid maternity or paid adoption leave, the employee may elect in writing to:
- a) take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
  - b) take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date the maternity/adoption leave commences; or
  - c) a combination of a) and b).
- 6.8.1.7 Part-time employees will have the same entitlements as full-time employees, but paid on a pro-rata basis according to the average fortnightly number of hours worked during the immediately prior twelve (12) months (disregarding any periods of leave)
- 6.8.1.8 During periods of paid or unpaid maternity/adoption leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate

indicates that the illness has arisen from the pregnancy.

- 6.8.1.9 Where both prospective parents are employees covered by this Enterprise Agreement, or if the other prospective parent is also an employee of AFCT (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by AFCT), the period of paid maternity/adoption leave (as applicable) may be shared by employees, provided that the total period of paid maternity/adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of AFCT. Parents who are both employed by AFCT but who are covered by different agreements may only share a period of paid maternity/adoption leave arising under one or other Enterprise Agreement (i.e. it is not intended that an AFCT employee would somehow have access to more than one entitlement to paid maternity/adoption leave with respect to a child/ren).
- 6.8.1.10 The parties acknowledge that the conditions outlined in this clause will operate in addition to the federal parental leave scheme currently in operation.
- 6.8.1.11 In the unfortunate circumstance that pregnancy terminates other than by the birth of a living child and the employee has not commenced maternity leave, the employee will be provided with unpaid leave for the period deemed necessary by a registered medical practitioner.

If an employee has commenced maternity leave the entitlement to maternity leave will be upheld for the period deemed necessary by a registered medical practitioner.

In the above circumstances, employees may access sick, bereavement, annual or long service leave entitlements in lieu of or in addition to unpaid leave.

## **6.8.2 Transfer to a safe job**

- 6.8.2.1 If in the opinion of a legally qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue her present work, the employee must, if the CEO, or delegate, considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

## **6.8.3 Return to Work on a Part-time Basis**

- 6.8.3.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part-time arrangement will be as agreed between the CEO (or delegate) and the employee.

- 6.8.3.2 An employee who has returned from maternity/adoption leave on a part-time basis in accordance with clause 6.8.3.1 has the right to request to revert to employment on the employee's pre-maternity/adoption leave basis (whether that was to full-time or otherwise) prior to the expiry of the agreed period of the part-time work arrangement.
- 6.8.3.3 The CEO (or delegate) shall consider the request having regard to the employee's circumstances and may only refuse the request on reasonable operational grounds.
- 6.8.3.4 The following conditions apply to an employee applying to return on a part-time basis:
- The employee will provide such request at least twelve (12) weeks prior to the date on which the employee's maternity or adoption leave is due to expire and will provide to the CEO such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
  - At least twelve (12) weeks prior to the relevant child's second birthday, the employee will advise the CEO whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis.
- 6.8.3.5 If having returned from maternity/adoption leave to part-time work as agreed in accordance with clause 6.8.3.1, and an employee seeks a further period of paid maternity/adoption leave for a subsequent pregnancy/adoption prior to the relevant child's second birthday, the subsequent period of paid maternity/adoption leave entitlements will be calculated on the employee's pre-initial pregnancy hours (whether that was full-time or otherwise) and substantive level, and not the employee's hours upon their return from the first period of maternity/adoption leave.
- 6.8.3.6 An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

#### **6.8.4 Employees who are breastfeeding**

- 6.8.4.1 Employees who are breastfeeding shall be provided with the facilities and support necessary to enable them to combine the continuation of breastfeeding with their employment, unless it can be established it is not practicable to do so.
- 6.8.4.2 AFCT will provide employees a flexible paid time working schedule in order to breastfeed or use alternative arrangements including expressing breast milk or bottle feeding their child.
- 6.8.4.3 AFCT will provide access to an appropriate clean, hygienic and private space to undertake these activities.

- 6.8.4.4 The parties recognise that the needs to each parent and child will vary and the provisions of the facilities and supports arising from clauses 6.9.1 to 6.9.3 will vary according to these needs, as will the duration for the provisions of these facilities and supports.

## **6.9 PAID PARTNER LEAVE**

- 6.9.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to two (2) calendar weeks (i.e. ten (10) working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within three (3) months of the birth or adoption of the child/ren.
- 6.9.1.1 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 6.9.1.2 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

## **6.10 CEREMONIAL/NAIDOC LEAVE**

- 6.10.1 For the purposes of this clause, an Aboriginal is a person who identifies as such and is regarded as an Aboriginal person by the Aboriginal Community.
- 6.10.2 For the purposes of this clause NAIDOC Week shall mean the week in which the National Aboriginal day falls as determined by the National Aboriginal and Islander Day Observance Committee (NAIDOC)
- 6.10.3 Ceremonial leave without pay may be granted with the approval of the CEO, or delegate, to an employee of Aboriginal descent for ceremonial purposes connected with the death of a member of the family or for other ceremonial obligations under Aboriginal law. The maximum period of ceremonial leave shall be ten (10) unpaid working days per calendar year. Ceremonial leave granted is in addition to other leave to which an employee is entitled and does not count for days of service for any purpose.
- 6.10.4 During NAIDOC Week, upon application by an Aboriginal or Torres Strait Islander employee, the CEO, or delegate, may approve time off with pay for attendance at official celebrations and activities that occur during that week to a maximum of ten (10) hours per calendar year.

## 7. WORK HEALTH and SAFETY

- 7.1 The parties to this Agreement are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and the employees for maintaining a safe and healthy work environment in accordance with the Work Health and Safety Act (SA) 2012 (WHS Act).
- 7.2 The duties of PCBU, Officers and Workers as described in the WHS Act are to be observed as applicable, by all employees.
- 7.3 AFCT and its employees will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- Improve workplace health and safety;
  - Improve return to work performance and;
  - Reduce human and workplace costs of injury and illness.
- 7.4 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing work, health and safety in all work activities and workplaces through a consultative process;
  - Supporting and engendering a safety culture within AFCT that promotes the adaptation of safe work practices;
  - Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance;
  - Introduction and maintenance of monitoring and reporting systems;
  - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance;
  - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks;
  - Participation in pro-active prevention strategies aimed at improving the health, safety and wellbeing of all employees;
  - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 7.5 In establishing and maintaining a safe and healthy work environment, AFCT will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.
- 7.6 AFCT will establish a program to provide mental health first aid training to employees covered by this Enterprise Agreement within 6 months of the approval of the Agreement. AFCT will facilitate the participation of employees in two day accredited Mental Health First Aid (MHFA) training programs at the employer's expense. Work Health and Safety Representatives and First Aid Officers will be given priority to participate in the MHFA training, where appropriate.



## 8 MISCELLANEOUS

### 8.1 TRAINING

- 8.1.1 The Parties recognise the benefits that structured training can have on productivity and customer service and these are of benefit to the employee and to AFCT.
- 8.1.2 AFCT will during the life of the Agreement, work with the PSA and employees to develop a career structure that provides opportunities for those employees who have obtained formal qualifications, where those skills required can be utilised by AFCT. AFCT will develop a performance and development recognition programme aimed at recognising the efforts of employees who achieve performance and training objectives determined jointly by employees and their managers.
- 8.1.3 In developing this career structure, the Parties recognise that the total employment numbers of AFCT will limit the opportunities available so every effort will be made to ensure that the training provided has national recognition to enable employees, if they so desire, to pursue career options external to AFCT.
- 8.1.4 During the life of the Agreement, AFCT will budget to provide training as required.

### 8.2 RIGHTS TO BE REPRESENTED AND ASSOCIATION RIGHTS

#### 8.2.1 Association rights

- 8.2.1.1 A reference in this clause to “association” includes associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009 (Cth)*.
- 8.2.1.2 In addition to the rights and obligations contained in section 140 of the *Fair Work Act 1994 (SA)*, an official and/or officer of an association may enter workplaces for the following purposes connected with the work or industrial interests of members and potential members of that association:
  - 8.2.1.2.1 To communicate with members and potential members.
  - 8.2.1.2.2 To represent employees in relation to any industrial matter in which they require representation.
  - 8.2.1.2.3 To deal with grievances and disputes and represent employees under any relevant grievance and dispute resolution procedure.
  - 8.2.1.2.4 To participate in consultative processes, including those established by legislation (e.g. *Public Sector Act 2009*) and industrial instruments including this Enterprise Agreement.
  - 8.2.1.2.5 To represent employees in meetings with the employer.
  - 8.2.1.2.6 To participate in induction processes/meetings for new employees of the employer.
- 8.2.1.3 The exercise of any right under this clause is subject to the provisions that apply under section 140 of the Act.

## 8.2.2 Worksite Representatives

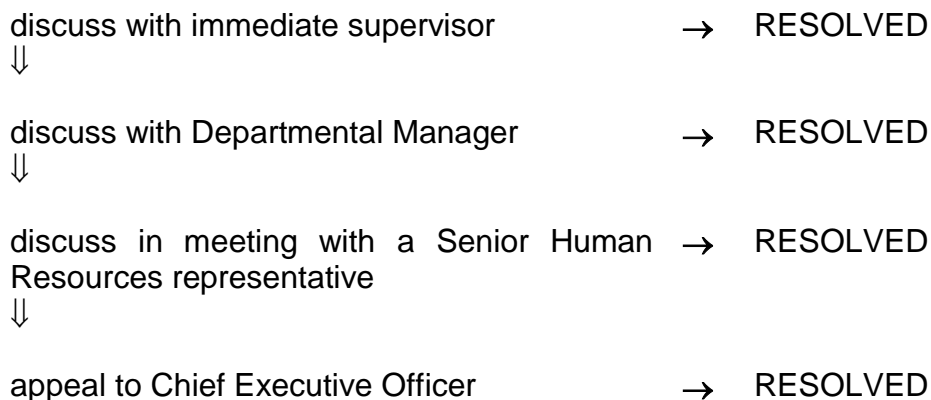
- 8.2.2.1 A reference in this clause to “association” includes associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009 (Cth)*.
- 8.2.2.2 Upon written advice to the relevant public sector agency from the Secretary of an association that one or more members have been appointed as association Worksite Representatives, the employer will recognise them as being accredited by the association as association Worksite Representatives.
- 8.2.2.3 The parties acknowledge that Worksite Representatives have a legitimate role to play at work; and need to balance their obligations as employees with their role as Worksite Representatives.
- 8.2.2.4 Managers and Worksite Representatives will treat each other with respect in accordance with the *Code of Ethics for the South Australian Public Sector*.
- 8.2.2.5 Subject to operational requirements, association Worksite Representatives are entitled to:
- 8.2.2.5.1 Reasonable paid time to participate in consultation and grievance and dispute resolution processes under the terms of this Enterprise Agreement and legislation, or in other consultative forums established by the employer.
  - 8.2.2.5.2 represent the interests of members in discussions with management during paid time.
  - 8.2.2.5.3 be provided with reasonable information about the workplace to assist them in performing their role;
  - 8.2.2.5.4 reasonable time off work without loss of pay to assist in representing the interests of members in industrial tribunals.
  - 8.2.2.5.5 reasonable time without loss of pay for the discussion of association matters with association officers and officials.
  - 8.2.2.5.6 reasonable time off work without loss of pay to participate in the operation of their association, where the Worksite Representative holds an elected office in the association.
  - 8.2.2.5.7 time off work to attend association education and training consistent with the trade union training leave provision in *CPSE Determination 3.1 – Hours of Work, Overtime and Leave*.
  - 8.2.2.5.8 reasonable time off work without loss of pay to address new employees about the benefits of association membership at the time they enter employment.
  - 8.2.2.5.9 to place association information on a dedicated association noticeboard in a prominent location in the workplace.

### 8.3 FITNESS FOR WORK

- 8.3.1 Employees must present themselves ready, willing and able to perform their duties in a safe and effective manner.
- 8.3.2 Employees must exercise reasonable care and diligence in the performance of their duties and comply with all reasonable instructions to protect their own health and safety and the health and safety of others.
- 8.3.3 Employees must not at any time whilst at work (or before commencing duty) consume alcohol or any other substances which impair or is likely to impair their ability to carry out their duties in a safe and effective manner.
- 8.3.4 If employees are found under the influence of illicit drugs or alcohol whilst at work it may constitute instant termination of their employment.
- 8.3.5 AFCT may require employees to attend a medical examination for the purposes of assessing an employee's fitness to perform the duties of their role in a safe and effective manner. Any such direction is pursuant to AFCT's *Fitness for Work and Managing Non-Work Related Injury and Illness Policy*, which forms part of the terms of this Agreement.

### 8.4 GRIEVANCES

- 8.4.1 All employees have the right to natural justice to air any grievances they have either with issues relating to other employees or anything relating to their work without fear of retribution or discrimination in any form. At any time during this process, an employee may have a support person of their choice present.
- 8.4.2 Employees should attempt to resolve any grievance where possible through their immediate supervisor (this is likely in many instances to be their Department Manager). Where this is not possible (for any reason) or where the issue is not satisfactorily resolved, the employee can access through any of the following steps:



## **8.5 DISPUTES**

8.5.1 In the event of a dispute the following procedure will be followed:

- 8.5.1.1 The Union and/or employee and/or group of employees will advise AFCT in writing of any significant concern or complaint known to the Union and/or employee and/or group of employees in relation to the terms of this Agreement, conditions of employment or industrial matters in general;
- 8.5.1.2 The Union and/or employee and/or group of employees will enter into negotiations with AFCT prior to the sanctioning of imposition of bans, limitations or any other industrial action by its members employed by AFCT;
- 8.5.1.3 In the event that any matters remain unresolved following the negotiations provided for above, the matter shall be referred to the South Australian Employment Tribunal prior to the sanctioning of any decision to embark on industrial disruption in any form.
- 8.5.1.4 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to the dispute.
- 8.5.1.5 AFCT and the Union agree to ensure that the dispute settling procedures are followed with the objective being to ensure no loss of productivity or loss of service or loss of salary.

8.5.2 The procedure outlined in this clause is the formal process which is to occur. It is expected that issues will be addressed at an informal level between the parties prior to this process being used.

## **8.6 CONSULTATION**

8.6.1 The parties to this Agreement include the management and staff of AFCT and the PSA, who have together consulted in the formation and finalisation of this Agreement. The parties are committed to the ongoing implementation of matters specified within this Agreement.

8.6.2 The parties commit to the following consultative principles regarding these matters referred to in 8.6.1:

- 8.6.2.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process which may affect any matter specified within this Agreement.
- 8.6.2.2 All parties will consult in good faith, not simply advise what will be done. All parties will bear in mind clause 8.7 and work toward a productive and efficient workplace.
- 8.6.2.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

- 8.6.2.4 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

## **8.7 CHANGE MANAGEMENT**

All parties recognise the need to continue to change in order to be competitive and meet the challenges of industry and community conditions. While the provisions of this Agreement have been framed to address change in employment conditions, all Parties recognise that there is also a priority need to continue to revise work practices and structures in line with best practices in the marketplace.

## **8.8 AFCT POLICIES, PROCEDURES AND GUIDELINES:**

- 8.8.1 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with staff and Unions and will apply in the form they are in as at the time any relevant action/decision is made.
- 8.8.2 Concerns with regard to content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to clause 8.4 Grievances.

## **8.9 SUB CONTRACTORS**

AFCT shall not enter into any contract for the carrying on of any of the work covered by this Agreement unless the contract contains a clause binding the contractor to pay at least the rates and conditions prescribed by the Award or Agreement applicable to the contractor. For the purposes of this clause, Award or Agreement means the industrial instrument binding on the contractors in either the SA or Federal jurisdiction. If no Award or Agreement exists the terms of this Agreement shall apply.

## **8.10 POSTING OF AWARD AND NOTICES**

- 8.10.1. The employer shall cause a copy of this Agreement, Award and related or referenced documents to be posted in suitable conspicuous places and on AFCT's intranet.
- 8.10.2. Accredited Union representatives shall be permitted to put on the notice board or boards, Union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

## **8.11 NO EXTRA CLAIMS**

- 8.11.1 During the life of this Agreement the parties undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with the State Wage Case Principles, or their successor.
- 8.11.2 The employees covered by this Agreement and AFCT acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.

8.11.3 The salaries provided for in this Agreement are inclusive of all previously awarded Safety Net Adjustments and all future increases arising out of National and State Wage Case decisions, including Safety Net Adjustments, living wage adjustments or general increases, however described.

8.11.4 Where safety net adjustments mean that rates in this Agreement are less than those stated in the underpinning awards, the minimum award rates will apply.

## **8.12 VARIATION TO AGREEMENT**

8.12.1 The parties recognise the need for AFCT to remain competitive in order to retain its viability and hence ability to provide employment opportunities.

8.12.2 The parties agree that nothing in this Agreement shall preclude them entering into negotiation to vary this Agreement where a specific need is mutually agreed.

## **8.13 RESPONSIBILITIES WITH SHARED CASH FLOATS**

An employee who handles cash on behalf of AFCT shall not be held responsible for cash shortages if they are instructed to allow another employee, or another person authorised or instructed by AFCT, to access their cash during their shift.

## **8.14 CHANGING FACILITIES**

An employee who is required to change their clothing during the course of the shift will be provided with suitable changing facilities and adequate storage for clothing whilst on duty.

**9 SIGNATORIES TO THE AGREEMENT**

SIGNED FOR AND ON BEHALF of )

Adelaide Festival Centre Trust )

  
Name: Mr Douglas Gautier  
Position: Chief Executive Officer & Artistic Director  
Address: AFCT, King William Street  
ADELAIDE SA

Dated: 5 / 3 / 19

in the presence of:



Name: Claire George, Manager, HR

Address: C1 - Adelaide Festival Centre

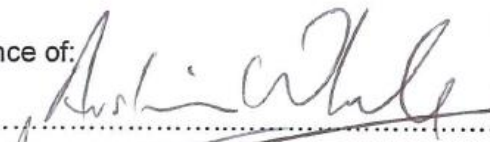
SIGNED FOR AND ON BEHALF of )

the Public Service Association )

  
Name: Mr Nev Kitchin  
Position: General Secretary  
Public Service Association of SA  
Address: 122 Pirie Street  
ADELAIDE SA

Dated: 6 / 3 / 2019

in the presence of:

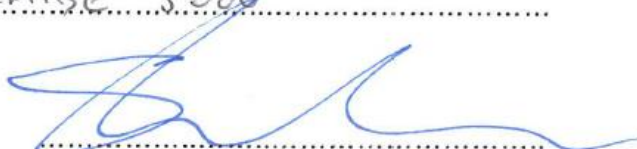


Name: AUSTIN WHITE

Address: 122 PIRIE ST ADELAIDE 5000


SIGNED FOR AND ON BEHALF of )

Chief Executive DPC )

  
Name: Mr Elbert Brooks  
Position: Executive Director  
Industrial Relations and Policy Branch  
Address: Westpac House, Level 4  
91 King William Street  
ADELAIDE SA

Dated: 6 / 3 / 2019

in the presence of:



Name: John Matsis 6/3/2019

Address: Level 4, Westpac House, 91 King William Street

## **APPENDIX      A**

### **A.      Enterprise Bargaining Committee**

The AFCT acknowledges the contribution and commitment of the Enterprise Bargaining Committee who developed the AFCT P&A Agreement 2018. The members of the committee were:

- Anne Johnson
- Irene Wasyluk
- Claire George
- Paul Moroney (PSA)

### **B.      Code of Ethics**

The Parties acknowledge and support the principles of the Code of Ethics for the South Australian Public Sector. All parties will work in adherence to this Code.



## Appendix B Pay Rates

Classification	Eff ffpp to commence after 1 November 2017			Eff ffpp to commence after 1 November 2018			Eff ffpp to commence after 1 November 2019		
	Full Time Annual Salary (\$)	Base Hourly Rate (\$)	Casual Rate (25% loading) (\$)	Full Time Annual Salary (\$)	Base Hourly Rate (\$)	Casual Rate (25% loading) (\$)	Full Time Annual Salary (\$)	Base Hourly Rate (\$)	Casual Rate (25% loading) (\$)
P&A 1 – 17 yrs	29,639.15	15.15	18.94	31,139.15	15.92	19.90	32,639.15	16.68	20.86
P&A 1 – 18 yrs	33,692.03	17.22	21.53	35,192.03	17.99	22.49	36,692.03	18.76	23.45
P&A 1 – 19 yrs	37,765.91	19.31	24.13	39,265.91	20.07	25.09	40,765.91	20.84	26.05
P&A 1 – 20 yrs	41,839.78	21.39	26.73	43,339.78	22.15	27.69	44,839.78	22.92	28.65
P&A 1-1	45,661.67	23.34	29.18	47,161.67	24.11	30.14	48,661.67	24.87	31.09
P&A 1-2	46,837.63	23.94	29.93	48,337.63	24.71	30.89	49,837.63	25.48	31.85
P&A 1-3	47,971.60	24.52	30.65	49,471.60	25.29	31.61	50,971.60	26.06	32.57
P&A 1-4	49,189.56	25.14	31.43	50,689.56	25.91	32.39	52,189.56	26.68	33.35
P&A 1-5	50,386.53	25.76	32.20	51,886.53	26.52	33.15	53,386.53	27.29	34.11
P&A 1-6	51,562.49	26.36	32.95	53,062.49	27.12	33.91	54,562.49	27.89	34.86
P&A 2-1	53,284.44	27.24	34.05	54,784.44	28.00	35.01	56,284.44	28.77	35.96
P&A 2-2	54,376.41	27.80	34.75	55,876.41	28.56	35.70	57,376.41	29.33	36.66
P&A 2-3	55,867.36	28.56	35.70	57,367.36	29.33	36.66	58,867.36	30.09	37.61
P&A 3-1	56,896.33	29.08	36.36	58,396.33	29.85	37.31	59,896.33	30.62	38.27
P&A 3-2	58,366.29	29.84	37.29	59,866.29	30.60	38.25	61,366.29	31.37	39.21
P&A 3-3	59,836.24	30.59	38.23	61,336.24	31.35	39.19	62,836.24	32.12	40.15
P&A 4-1	60,844.21	31.10	38.88	62,344.21	31.87	39.84	63,844.21	32.64	40.80
P&A 4-2	62,335.17	31.86	39.83	63,835.17	32.63	40.79	65,335.17	33.40	41.75
P&A 4-3	63,847.12	32.64	40.80	65,347.12	33.40	41.76	66,847.12	34.17	42.71
P&A 4-4	65,401.07	33.43	41.79	66,901.07	34.20	42.75	68,401.07	34.97	43.71
P&A 5-1	65,968.06	33.72	42.15	67,468.06	34.49	43.11	68,968.06	35.26	44.07
P&A 5-2	67,564.01	34.54	43.17	69,064.01	35.30	44.13	70,564.01	36.07	45.09
P&A 5-3	69,138.96	35.34	44.18	70,638.96	36.11	45.14	72,138.96	36.88	46.10
P&A 5-4	70,734.91	36.16	45.20	72,234.91	36.93	46.16	73,734.91	37.69	47.11
P&A 5-5	72,330.87	36.97	46.22	73,830.87	37.74	47.18	75,330.87	38.51	48.13
P&A 6-1	72,651.86	37.14	46.42	74,451.86	38.06	47.57	76,251.86	38.98	48.72
P&A 6-2	74,247.82	37.95	47.44	76,047.82	38.87	48.59	77,847.82	39.79	49.74
P&A 6-3	75,864.77	38.78	48.48	77,664.77	39.70	49.63	79,464.77	40.62	50.78
P&A 6-4	77,481.72	39.61	49.51	79,281.72	40.53	50.66	81,081.72	41.45	51.81
P&A 6-5	79,077.67	40.42	50.53	80,877.67	41.34	51.68	82,677.67	42.26	52.83

## APPENDIX C CLASSIFICATION STRUCTURE

### Definitions:

#### “Cullen Egan Dell Job Evaluation System”:

A systematic method of measuring the relative size and requirements of a particular role. The evaluation takes into account the skills, knowledge and experience needed to perform the role together with the complexity of the tasks and framework in which the role operates and the accountability and responsibility levels of the role. The assessment does not take into consideration the experience or skills possessed by any incumbent of the role.

#### “Function”:

relates to the broad functional areas of management eg finance/administration, information systems, human resources, marketing/sales. Each **Function** consists of integrated **Activities**

#### “Activities”:

relates to the way in which a **Function** is broken down, for example the finance function consists of activities such as financial/management/cost accounting, taxation and credit.

#### “Tasks”:

are specific pieces of work having a defined start and finish. Many tasks contribute to the delivery of a defined

#### Activity.

#### EXAMPLE:

<b>FUNCTION:</b>	<b>ACTIVITIES</b>	<b>TASKS</b>
Finance and Administration	<ul style="list-style-type: none"> <li>• Management Accounting</li> <li>• Cost Accounting</li> <li>• Credit Management</li> <li>• Payroll</li> <li>• Diary Management</li> </ul>	<ul style="list-style-type: none"> <li>• Data entry</li> <li>• Bank reconciliation</li> <li>• Processing of journals</li> <li>• Arranging travel</li> <li>• Minute taking</li> </ul>
Information Systems	<ul style="list-style-type: none"> <li>• System Analysis</li> <li>• Application Programming</li> <li>• Telecommunications</li> </ul>	<ul style="list-style-type: none"> <li>• Resetting passwords</li> <li>• Log faults</li> </ul>
Marketing and Corporate Relations	<ul style="list-style-type: none"> <li>• Market Research</li> <li>• Advertising</li> <li>• Publicity and Promotion</li> </ul>	<ul style="list-style-type: none"> <li>• Direct mail out</li> <li>• Data entry</li> </ul>
Creative Programs	<ul style="list-style-type: none"> <li>• Major Festival</li> <li>• Programming</li> </ul>	<ul style="list-style-type: none"> <li>• Contract administration</li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<b>P&amp;A1</b>	<p>Employees at this level initially operate under close supervision and direction using established routines, methods and procedures. Assistance is readily available if required.</p> <p>There is limited scope for exercising initiative and judgement. There is minimal accountability for tasks performed. Problems are solved by reference to documented procedures, methods and instructions.</p> <p>Supporting other team members will be a requirement of this role. A more experienced employee may be required to give assistance to less experienced employees in the same classification.</p> <p>Work requires basic knowledge of administrative practices and procedures, regulations or other requirements relating to general administration.</p> <p>Employees are involved in a range of tasks requiring the use of basic;</p> <ul style="list-style-type: none"> <li>• written and numeric skills,</li> <li>• administrative skills,</li> <li>• written and verbal communication,</li> <li>• equipment skills, customer service.</li> </ul>	<ul style="list-style-type: none"> <li>• Relaying internal information and initial greeting of visitors.</li> <li>• Filing, collating, photocopying, etc.</li> <li>• Handling or distributing mail including messenger service.</li> <li>• Recording, matching, data entry, checking and batching of accounts, invoices, orders, store requisitions, etc.</li> <li>• The ability to operate basic functions of Microsoft packages or similar.</li> </ul> <ul style="list-style-type: none"> <li>• Entry levels</li> <li>• Limited prior experience</li> <li>• Casual or short term relief.</li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<b>P&amp;A2</b>	<p>In addition to P&amp;A1, employees at this level work under general direction undertake and are responsible for more detailed and complex duties and have gained acquired knowledge of the organisation's operations and services.</p> <p>Employees are able to confidently provide general advice and information on the organisation's products and services.</p> <p>The employee may be responsible for a minor activity or for the achievement of a defined group of administrative support tasks.</p> <p>Tasks require the application of acquired/learned skills, knowledge and techniques. The solution of problems and provision of information will require judgement through the use of precedents, guidelines, procedures, regulations and instructions.</p> <p>This level also includes employees who are primarily concerned with undertaking work within the Arts Administration Fellowship program designed to develop the necessary skills to undertake work assignments at higher levels within the particular discipline.</p> <p>Employees working at this level will have and demonstrate a sound understanding of the organisational policies, procedures, OH&amp;S/Risk and customer service standards.</p>	<ul style="list-style-type: none"> <li>• Competent use of a range of computer applications</li> <li>• Arrange basic travel bookings and itineraries.</li> <li>• Raising purchase orders</li>   <li>• Departmental Assistant</li> <li>• Receptionist</li> <li>• Arts Fellow</li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<b>P&amp;A3</b>	<p>In addition to P&amp;A2, employees at this level are responsible for coordinating the delivery of one or more related activities within a department.</p> <p>Employees require only general guidance or direction and are required to exercise initiative, discretion and judgement in carrying out their assigned activities</p> <p>At this level positions exercise initiative to resolve day-to-day issues based on established practices or procedures.</p> <p>It is expected that employees at this level will have the ability to interpret objectives and priorities and establish appropriate work patterns to achieve desired outcomes. A degree of autonomy is required at this level and work is performed under general direction rather than closely supervised.</p>	<ul style="list-style-type: none"> <li>• Accounting reconciliations eg: bank, supplier statements</li> <li>• Banking and financial data entry</li> <li>• Processing payroll</li> <li>• Paying and raising invoices</li> <li>• Debtor management</li> <li>• Resetting passwords</li> <li>• Providing advice and information on AFCT's products and services</li> <li>• Responding to customer problems within own functional area utilising a degree of interpersonal skills, logging more complex problems.</li> <li>• Arranging complex travel bookings and itineraries; making appointments; screening telephone calls; responding to invitations;</li> </ul> <ul style="list-style-type: none"> <li>• Finance Officers</li> <li>• Service Desk</li> <li>• Departmental Coordinators</li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<b>P&amp;A4</b>	<p>In addition to P&amp;A3, employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <p>Employees require only limited guidance or direction and it is expected that at this level, employees would operate with autonomy and be able to coordinate and work with sensitive information. Employees are working under general direction rather than immediate supervision.</p> <p>Employees will exercise initiative, discretion and judgement at times and maybe responsible for the outcomes of several related or a major activity within a function.</p> <p>Positions requiring ability to resolve issues and meet customer needs without reference to a supervisor.</p> <p>Employees at this level may support the development and delivery of a major activity such as a major festival.</p> <p>Employees may contribute to, or participate in policy development and/or implementation.</p> <p>The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post-secondary or tertiary study.</p> <p>Work at this level requires a sound knowledge of department programs, policies, activities, structures and service functions. Specific or desired performance outcomes are identified and there may be a requirement to undertake a limited level of negotiations.</p>	<ul style="list-style-type: none"> <li>• Coordinate, collate and distribute complex documents including governance and trust papers.</li> <li>• Advise on/provide information on one or more of the following: <ul style="list-style-type: none"> <li>(i) employment conditions</li> <li>(ii) workers compensation procedures and regulations</li> </ul> </li> <li>• Advanced skills in a range computer software packages</li> <li>• Build and configure personal computers, including the installation of software packages and connecting to AFCT networks</li> </ul> <p>* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <ul style="list-style-type: none"> <li>• Executive Assistants</li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<p><b>P&amp;A5</b></p>	<p>In addition to P&amp;A4, employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p> <p>Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</p> <p>Positions at this level require a more detailed understanding of venues, activities, events and departmental interactions and may be required to resolve non-routine queries.</p> <p>Work requires responsibility for decision making, the exercise of judgement and delegated authority.</p> <p>The position may involve negotiations with external clients with final responsibility residing with the department's manager. They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems and monitoring the quality of work produced.</p>	<ul style="list-style-type: none"> <li>• Application of knowledge of organisation's objectives, performance, and general industry conditions.</li> <li>• Configure and build servers, including the installation of software onto servers.</li> <li>• Prepare and process month and year end financial data</li> <li>• Complex accounting reconciliation eg: settlements, payroll and fixed assets</li> <li>• Financial analysis</li> <li>• Budgeting</li> <li>• Provision of reports for management in any or all of the following areas <ul style="list-style-type: none"> <li>(i) account/financial</li> <li>(ii) staffing</li> <li>(iii) legislative requirements</li> <li>(iv) other company activities.</li> </ul> </li> </ul>

PROPOSED CLASSIFICATION LEVEL	PROPOSED DESCRIPTION (To be read in conjunction with the applicable Position Description)	CHARACTERISTICS and TYPICAL JOBS
<b>P&amp;A6</b>	<p>In addition to P&amp;A5, employees at this level are responsible for the coordination of an activity within AFCT.</p> <p>Employees working at this level require a high level of discipline, knowledge and competence gained through experience, training or tertiary education.</p> <p>The scope of the position may have some influence on AFCT operations, and require:</p> <ul style="list-style-type: none"> <li>• a significant level of responsibility;</li> <li>• the exercise of judgement and troubleshooting within delegated authority;</li> <li>• ability to conceptualise solutions and how they will impact on the system or function</li> <li>• the provision of expert advice, consultation and assistance;</li> <li>• and policy advice relevant to the discipline involved under limited direction.</li> </ul>	<ul style="list-style-type: none"> <li>• Sound knowledge of AFCT policy and procedures;</li> <li>• Undertake review activities to determine their effectiveness;</li> <li>• Provision of advice on policy matters and contributing to its development;</li> <li>• Developing, implementing and evaluating AFCT programs and/or projects;</li> <li>• Providing a consultancy service to a range of clients.</li> <li>• Managing a major activity within a function</li> <li>• Highly developed computer programming and networking skills</li> </ul> <p>• Snr Payroll</p>

### AFCT Job Grade 7 to AFCT Job Grade 10

Employees whose terms and conditions are subject to a contract (casual, fixed term or ongoing) remunerated in accordance with a classification of JG7, JG8, JG9 and JG10.



## APPENDIX D REDEPLOYMENT, RETRAINING AND REDUNDANCY

### Policy Statement

A key strategic goal for AFCT is to build a positive and collaborative culture that attracts and retains the best possible people to bring our mission and objectives to life.

- AFCT employees are high performing and adaptive to the evolving requirements of the organization, the wider public sector and the public.
- As an employer of choice<sup>1</sup>, AFCT and the public sector provides opportunities and challenges to employees to adapt and develop; to deliver and serve; and to redeploy and retrain.

*Note: work injured employees who are not able to carry out their normal duties as a result of compensable injury and therefore require alternative duties as part of a Rehabilitation and Return to Work Plan are to be given priority consideration ahead of excess employees.*

### Principles

The parties acknowledge the following principles that outline the core elements proposed for a redeployment, retraining and redundancy Guideline for AFCT.

1. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct. AFCT and the wider SA Public Sector are dynamic workplaces with diversity of skills, capabilities and employees. This policy recognises this diversity and the challenges that the wider economic environment will place on the:
  - a. need for increased flexibility towards changing skills sets;
  - b. the retention of existing skills and capabilities over time; and
  - c. managing service delivery within available resources.
2. AFCT will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the organisation and, wherever possible, limit the use of term contract and labour hire staff.
3. AFCT employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring (“declared excess employees”) will engage in opportunities for retraining and redeployment.
4. Where AFCT undertakes a restructure/reorganisation it will consult with employees/employee associations and actively case-manage an employee declared excess (refer to “responsibilities section”).
5. An employee declared excess will be advised in writing to that effect: provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
6. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in the SA Public Sector after 12 months (since written advice of being declared excess), they may be separated with a suitable payment.
7. An employee who is placed in an ongoing or term/contract employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position.

1 S.5 (5) Public Sector Act 2009

## Responsibilities

### AFCT will:

- a. Ensure compliance with the relevant sections of the Public Sector Act 2009 and other applicable legislation; and with applicable industrial instruments (enterprise agreements and awards) made under the Fair Work Act 1994 and with relevant Commissioner's determinations or guidelines including:
  - i. Consult with employees and employee associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.
  - ii. Ensure that the use of term contract and labour hire staff is reduced wherever possible.
  - iii. Ensure available roles and vacancies are promoted/advertised and support employees to be redeployed.
  - iv. Actively case-manage excess employees to effectively assist in any transition to new roles including:
    1. providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
    2. provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, agencies or restructures; and
    3. adhere to voluntary separation arrangements<sup>2</sup> and/or release of an employee.
- b. Where an employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.
- c. The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.
- d. When proposing to activate separation of an excess employee at the end of a 12-month period, AFCT must be satisfied that it has met the following requirements:
  - i. has made reasonable endeavours to find, but has failed to find, other suitable duties within the organisation, or other applicable public sector employment to which the employee might be assigned or transferred on conditions that maintain the employee's substantive remuneration level.
  - ii. AFCT may not terminate the employment of an excess employee on any ground unless the agency has:
    1. informed the Commissioner of the grounds on which it is proposed to terminate the employment of the employee and the processes leading up to the proposal to terminate (as set out in this Appendix); and
    2. has considered any advice given by the Commissioner within 14 days about the adequacy of the processes.

<sup>2</sup> Refer to Treasurer's Budget Statement June 2014

## **AFCT excess employees**

- a. Are responsible for actively adapting and developing their skills including:
  - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate in writing their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
  - ii. Co-operating with AFCT and any potential agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
  - iii. Work with a nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
  - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training)<sup>3</sup>.
- b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to an AFCT and public sector employees.<sup>4</sup>

## **Application of separation payments**

- a. An applicable voluntary separation arrangement must be offered to an excess employee if they haven't been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).
- b. Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quanta of any future invitation to accept a separation package will be reduced:
  - Redeployment period more than 3 months and up to 6 months – 50% reduction;
  - Redeployment period greater than 6 months and up to 12 months – 75% reduction.

The Chief Executive Officer must notify the union/s, and at the same time the Commissioner for Public Sector Employment, at least three months prior to the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a suitable payment in the event that they are unable to be placed at the end of 12 months.

Where a significant number of employees are to be declared excess then the Commissioner must be advised at the earliest opportunity.

This Appendix is to be read in conjunction with AFCT's *Managing Excess Employees Guideline*.

<sup>3</sup> This is intended to be broadly considered: does the person have the skills and capabilities to perform the duties to a substantial extent (including with training). That is, there does not need to be a direct match with all of the requirements of the role/position.

<sup>4</sup> This includes any review, appeal and/or performance management process/es that may apply to the employee or that may be utilised by AFCT.

## APPENDIX E - INJURY AND INCOME PROTECTION POLICY

### 1. PREAMBLE

- 1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

### 2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

### 3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the *[Chief Executive/Executive Director]* or delegate.
- 3.2 In administering this policy the *[Chief Executive/Executive Director]* shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

### 4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means *[Chief Executive/Executive Director]* or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

### 5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of a n y service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.

- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
  - (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
  - (d) return to suitable employment when reasonably able to do so; and
  - (e) take reasonable steps to mitigate any possible loss on account of the work injury.

## **6. RETURN TO WORK COMMITMENT**

### 6.1 Whereas:

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## **7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015**

### 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
  - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
  - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and

- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act* 2014;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act* 1986 and meeting the mutual obligations set out in this policy; or
  - (b) A redemption of 7.4(a).

## **8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015**

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
  - (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act* 1986/*Return to Work Act* 2014; and
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act* 2014; and
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (d) have not made a return to work within the meaning of the *Return to Work Act* 2014;

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act* 1986 and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act* 2014 had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act* 2014.

## 9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)

- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the

opinion of an Independent Medical Adviser ('IMA'); and

- ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.

9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).

9.10 The entitlement to financial support under 9.9 continues until—

- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
- (b) the worker otherwise ceases to be entitled to financial support under this policy.

## **10. CEASING OF BENEFITS**

10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.

10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:

- (a) Has "returned to work" under the *Return to Work Act 2014*; or
- (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
- (c) Fails to comply with the Mutual Obligations of this policy; or
- (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
- (e) Retires, resigns or is terminated from employment; or
- (f) Is in receipt of income or other financial benefits in lieu of wages; or
- (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

10.3 If a worker applies for and takes a period of annual or long service leave, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES**

11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

11.2 The worker may then claim 'out of pocket' costs against this policy for:

- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
- (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
- (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.