

ADELAIDE FESTIVAL CENTRE, PROFESSIONAL AND ADMINISTRATION AGREEMENT 2009

File No. 4277 of 2009

This Agreement shall come into force from the first pay period commencing on or after 29 June 2009 and have a life extending until 6 November 2009.

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



DATED 29 JUNE 2009.

COMMISSION MEMBER



Adelaide Festival Centre Professional and Administration Agreement 2009

The Parties agree to accept and act by the following shared vision:

This Enterprise Bargaining Agreement aligns the goals of the Trust with the needs and aspirations of staff. It defines the terms of the employment relationship and provides ways to improve our enterprise to ensure its ongoing viability.

The Adelaide Festival Centre Trust exists to:

- *Provide visible focus and stimulus for development of the Arts in South Australia;*
- *Ensure the effective and creative use of its venues and other resources.*

To achieve this, we will:

- foster creativity and excellence in the arts;
- produce, present and facilitate arts and entertainment events which enrich the lives of, and entertain, people;
- aim to be recognised internationally as a centre for artistic excellence and a model of Australian cultural expression;
- enable our staff to provide the highest standards of service to patrons, artists, hirers, clients and internal customers;
- manage the venues and facilities innovatively, responsibly and efficiently;
- operate successfully in a commercial environment.

The primary objectives of this Agreement are to improve the productivity, flexibility and efficiency of the Adelaide Festival Centre Trust and its employees and improve the working life of employees by providing them with career paths and more flexible working conditions.

The specific aim of this Agreement is to implement an integrated strategy to ensure that the Trust's resources are effectively and efficiently directed towards achieving the Trust's goals, vision and objectives and a climate of continuous improvement in productivity, efficiency, service and revenue generation is introduced.

All Parties recognise the need to have superior customer service in order to improve it's viability. The Trust is committed to working with the Public Service Association (PSA) and employees during the life of this Agreement to develop a scheme where customer service standards can be developed in line with the best practice standards and then subsequently measured for use in future Enterprise Agreements.

For employees it will lead to:

- meaningful jobs,
- career paths based on competency development,
- improved job satisfaction and morale.

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1. TITLE

This Agreement shall be known as the “Adelaide Festival Centre, Professional and Administration Agreement 2009”.

2. SCOPE AND PERSONS BOUND

This Agreement supersedes and replaces the Adelaide Festival Centre, Professional and Administration Agreement 2008 and provides the terms and conditions of employment relating to professional and administrative employees employed by the Adelaide Festival Centre Trust (typically these employees are regarded as “fortnightly paid” employees).

This Agreement is made pursuant to Part 2 Section 79 of the Fair Work Act 1994. This Agreement shall be binding on the Adelaide Festival Centre Trust, the Union and all persons employed by the Trust to perform work covered by the classifications listed in Schedule B but excluding:

- Management of the Trust
- Trainees employed by the Commissioner for Public Employment under the National Training Wage Award
- Employees whose terms and conditions are subject to a fixed term contract that specifies a separate salary review.

This Agreement is to be read in conjunction with the Clerks (SA) Award (the Award). Where there is any inconsistency between this Agreement and the Award this Agreement shall take precedence.

3. TERM

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 **6 November 2009**. The parties will consider the renegotiation of the Agreement no later than 3 months prior to the termination date of the Agreement.

4. DEFINITIONS

Trust (or AFCT):	means the Adelaide Festival Centre Trust or any employee of the Trust employed to act before or on behalf of the Trust.
Full-time employee:	refers to a person engaged by the Trust, on a continuous basis of a fixed minimum of 37.5 hours per week.
Casual employee:	refers to a person employed by the Trust on a short term and/or random employment arrangement including “on call” employment.
Part-time employee:	refers to a person engaged by the Trust on a continuous basis of less than 37.5 hours per week where employment benefits are accrued on a pro rata basis based on the hours worked.
Fixed term contract:	refers to a fixed period of employment for a full-time or part-time employee.
Position description:	a document that outlines the key duties required by the specific job

and specifies the experience, skills and training required to do the job.

Union or association: means the Public Service Association of SA Inc/Community Public Sector Union (SA Branch).

Employee: shall mean any person engaged under a normal contract of employment by the Trust whether the status be full-time, part-time or casual. It also includes anyone employed under a fixed term contract.

5. CONTRACT OF WORK

5.1. Employment Categories

Employment may be offered as full-time, part-time or casual and may also be for fixed-term periods.

5.2. Term of Engagement (Full-time and Part-time)

Full-time and part-time employees shall be employed by the fortnight. Two weeks notice to terminate the contract will be required by either party or in lieu of notice the payment or forfeit of two weeks pay.

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.

5.3. Terms of Engagement (Casuals)

Casual employees shall be engaged on an hourly basis, provided that on any day of engagement they receive a minimum payment equivalent to 3 hours work. Payment is to be paid at the classification appropriate to the work performed. A casual loading of 20% in lieu of recreation leave, sick leave and public holidays is applicable.

5.4. Probation

All employees engaged will be subject to a probationary period when first appointed to a classification. The probation will be determined at the time of appointment depending on the role appointed to and will vary from a minimum of 4 weeks to a maximum of 26 weeks.

During this probation, subject to conditions of this Agreement, the employment of the employee may be terminated for unsatisfactory performance by the Trust. In all instances the employee will be advised of the performance problem and be provided with an opportunity to improve their performance.

At the conclusion of the probation period, the Trust shall either:

- confirm the appointment in writing;
- terminate the appointment;
- extend the probation for a further period to enable the employee a further opportunity to improve to a satisfactory level of performance.

5.5. Fortnightly Pay

Salaries shall be paid fortnightly by electronic transfer into an employee's bank, building society or credit union account. The funds are to be available in an employee's account by 12.00 noon Thursday.

5.6. Calculation of Pay

Pays shall be calculated on the basis of one week in advance and one week in arrears provided that overtime and other allowances and loadings payable in addition to ordinary rates may be paid one week in arrears.

For employees engaged after 6 November 1998 pays shall be calculated 2 weeks in arrears.

5.7. Remuneration packaging

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.

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.

Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.

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 party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

Any additional costs associated with providing this non salary benefit is to be borne by the employee.

5.8. Termination of Employment

The Trust undertakes to abide by the provisions of the Industrial Relations Commission of SA and the Fair Work Act 1994.

Casual employees may be terminated with payment made for any minimum period worked.

This provision does not detract from the right of the Trust at common law to dismiss an employee for wilful and gross misconduct. In the event of summary dismissal the employee shall be given a statement in writing advising the reasons for the termination.

5.9. Change of Employment Status

The Trust recognises the need to balance work and family life and will consider any request made by an employee to change employment status from full-time to part-time or other requests for voluntary flexible working arrangements.

The granting of any such request will have regard to both the Trust's operational requirements and the employee's circumstances.

6. CLASSIFICATION

6.1. Position Description

All employees classified under this Agreement shall be provided with a position description which shall be the base from which the job is classified. Position descriptions shall be updated as changes to the job occur. All position descriptions are to be reviewed in conjunction with classification schedule.

6.2. Notification of Classification

Each employee shall be notified in writing at the time of their appointment what their job classification is.

6.3. Classification Review

During the life of this Agreement the parties agree to review the classification structure to ensure that it meets the needs of the Trust and provides appropriate public sector and external relativities of pay. This classification review will also include consideration of extending the classification scale to include middle management positions. The timeline for the conclusion of this review will be October 2009.

6.4. Re-Classification

An employee may request a reclassification of their position in accordance with the procedures set out below.

- A written application, including a current position description and an outline of the reasons for the re-classification request is to be lodged with the employee's manager with a copy to a Corporate Services Executive.
- The application will be acknowledged within two weeks.
- The applicant will be advised of the decision on whether the job is to be re-classified within 6 weeks of the date of application.
- In the event that the re-classification is declined and subsequently challenged by the employee, the dispute is to be referred to a Classification Committee which shall be comprised of:
 - nominee of the Corporate Services Department (as chairperson);
 - nominee of the relevant department head;
 - the nominee of the appellant.The decision of this committee will be final.
- The effective date of any pay increase arising from a successful re-classification will be not later than three months from the date of the application.

6.5. Classification Disputes

Any classification disputes shall be reviewed through the process outlined in Clause 6.4

7. HIGHER DUTIES

The Trust may direct that an employee temporarily perform duties other than, or in addition to, the employee's normal job. Where the employee is required to perform duties that are of a higher classification and that work is performed for more than one consecutive day, the Trust may authorise an allowance to the employee in respect to those duties.

Where the duties so performed constitute the whole or the substantial portion of the duties of another classification the allowance shall not be less than the difference between the employee's substantive salary and the minimum salary payable in respect to that other classification.

8. ORDINARY HOURS OF WORK

8.1. Span of Hours

Unless otherwise agreed between an employee and the Trust, the ordinary hours of work may be worked between 8.00 am and 11.00 pm on any 5 days, Monday to Sunday.

An unpaid meal break of at least 30 minutes is to be taken within five hours of the commencement of work.

8.2. Alternative Arrangements

It is recognised that because of the uniqueness of the industry, alternative hours may be required to be worked to meet the needs of the business. In such cases alternative arrangements may be entered into between the Trust and the employee. All such arrangements are to be evidenced in writing. An example of such an arrangement may be where the employee works 150 hours per four week period on the basis of a maximum of 9 hours per day.

The Chief Executive will consider an employee's request to participate in a alternative working arrangement having regard to both the operational needs of the agency or particular workplace, and the employee's circumstances.

9. OVERTIME

An employee is entitled to payment for overtime hours worked, or, if the parties agree, to time off in lieu or an annual overtime allowance.

No employee shall be entitled to payment of overtime, in accordance with 9.1, where an annual overtime allowance has been agreed between the employee and the Trust.

Payment of this Allowance does not preclude the granting of time off in lieu of pay being agreed between the employee and the department manager on a mutually agreed basis as part of the total arrangement.

An Agreement for payment of annual overtime allowance will be evidenced in writing and recorded in the employee's personnel file.

9.1. Overtime Loadings

An employee who qualifies for overtime by working outside the span of hours specified in clause 8.1 shall be paid on the following basis:

- time and a half for the first 3 hours;
- double time for all time in excess of that first 3 hours as described above.

9.2. Monday to Saturday inclusive

Employees are eligible for time in lieu of overtime or overtime payments when they work:

- in excess of 75 hours in a 2 week (14 day) cycle
- in excess of 9 hours per day

Overtime payment is to be calculated on the basis of:

- time and a half for the first 3 hours over either 9 hours in a day or 75 hours in a 2 week cycle;
- double time for all time in excess of that first 3 hours as described above;

Shift penalty rates will apply to any employee rostered to work permanent shift work.

9.3. Sundays

To be paid at the rate of double time for all time worked with a minimum payment as for 3 hours worked.

9.4. Public Holidays

To be paid at the rate of double time and half for all time worked with a minimum payment as for 3 hours worked.

9.5. Overtime Conditions

Conditions applicable to the calculation of overtime are:

- overtime shall be calculated to the nearest half an hour and thereafter in half hour units;
- in calculating overtime eligibility each day shall stand alone;
- an employee shall not be required to commence their ordinary hours of work on any one day without having had a break of 10 hours.

9.6. Reimbursement of Reasonable Child Care Costs

Where an employee, other than a casual 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, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause provided that.

- The prior period of 24 hours is to be calculated from the time at which the work is to begin;
- 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;
- The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work;
- Reimbursement will be made for child care costs in respect of registered care or approved care after all other sources of reimbursement have been exhausted;
- 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 Employment;
- The employee will provide the agency 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.

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.

9.7. Reimbursement of Reasonable Travel Costs

Where an employee, other than a casual 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:

- 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;
- The employee ordinarily uses public transport;
- Travel is by the most direct or appropriate route;
- Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment;
- The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

9.8. Call-Back

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:

- this provision applies irrespective of whether the employee was notified before or after leaving the premises;
- 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;
- an employee recalled to work within three hours of starting work on a previous recall, shall not be entitled to any additional payment for time worked within a period of three hours from the time of the commencement of the original recall;
- 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 clause shall apply.

10. TIME OFF IN LIEU OF PAYMENT

Where an employee is entitled to time-off-in-lieu-of-overtime in accordance with clause 9, the following arrangements will apply:

- all time-off-in-lieu credits must have the prior approval of the department manager;
- all time-off-in-lieu credits must be taken within 3 months of the time being accrued, unless specially agreed between the employee and the department manager;
- unless otherwise authorised the minimum period for taking time off in lieu is 2 hours.

11. SHIFT WORK

This clause is applicable only to those staff employed as “shift workers”. The provisions of Clauses 9 and 10 shall not have application except where expressly stated.

11.1. Ordinary Shift Hours of Work

The ordinary hours, except where otherwise agreed between the Trust and the Union, shall be 37.5 hours per week. Shift workers shall work at such times as the Trust requires subject to the following conditions:

- a shift shall not span more than 8.5 hours, inclusive of meal breaks, except where otherwise agreed between the Trust and the majority of employees concerned. Such time shall be worked continuously except for meal breaks which shall be taken at the discretion of the employer;
- no employee shall be required to work more than 5 hours without a meal break;
- shift rosters shall specify the commencing and finishing times of the ordinary working hours for the respective shifts.

11.2. Shift Allowances and Penalty Rates

11.2.1. Afternoon and Night Shift

An employee working afternoon or night shift shall be paid a loading of 15% additional to the ordinary rate of pay for that employee for the whole of that shift.

11.2.2. Weekend Work

An employee required to work on a Saturday or Sunday shall be paid a loading of 50% additional to the normal rate of pay for that employee for the whole of that shift provided that where a shift is rostered partially over a Saturday or a Sunday the following arrangements apply:

- where the major part of the shift falls on a Saturday or a Sunday the 50% loading shall be paid applicable to the whole of that shift;
- where the major part of the shift falls on a Friday or a Monday, the 15% loading shall be paid applicable to the whole of that shift.

12. MEAL ALLOWANCE

An employee required to work more than 2 continuous hours overtime on any one day without being notified the previous day (or earlier) shall either be supplied with a meal by the employer or paid a meal allowance for the second or subsequent meal. The meal allowances payable is as defined by the Commissioner for Public Employment.

13. FIRST AID ALLOWANCE

Employees required by the Trust to hold a current First Aid Certificate and undertake specific first aid duties, shall be paid an allowance as defined by the Commissioner for Public Employment.

14. TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

14.1. Travelling Time

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.1

14.2. Travelling Expenses Reimbursement & Allowances

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.2

14.3. Actual Expenditure

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.3

14.4. Time of Travel

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.4

14.5. Accommodation or Meals Provided by the Government

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.5

14.6. Incidental Expense Allowances for Employees attending Residential Management Programs

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.6

14.7. Use of Employee's Motor Vehicle

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.7

14.8. Home to Office Reimbursement

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.8

14.9. Transfer of Headquarters

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.9

14.10. Combination of Official & Private Use

Employees will be entitled to allowances as defined in the S.A. Public Sector Salaried Employees Interim Award Clause 8.10

15. PUBLIC HOLIDAYS

Full time permanent employees shall be entitled to be paid a full day at ordinary rate of pay, for all public holidays as gazetted by the Government of SA. Part time employees shall be paid their normal wage at ordinary rate of pay for those public holidays that fall on days they would normally have been rostered to work.

16. RECREATION LEAVE

16.1. Entitlement

Full time employees shall be entitled to 20 working days recreation leave for each year of continuous service. Part time employees shall be entitled to a pro rata proportion of the 20 days.

The entitlement occurs annually on the anniversary of the day on which the employee's continuous service began and may be taken on a pro rata basis

16.2. Procedures Relating to Taking Leave

Subject to the work requirements of the Trust, employees shall be allowed to take their entitlements at a suitable time to them.

All leave in excess of 20 days is to be taken by the 30th of June each year. The Trust may designate when the leave is to be taken for any excess leave not taken by this date.

The Trust 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.

An employee terminating their services after giving 2 weeks notice, or whose services are terminated by the Trust, shall be entitled to a pro rata payment of leave. Any leave given in advance may be deducted by the Trust from this payment.

16.3. Leave Loading

In addition to the normal rate of pay, an employee taking recreation leave shall be entitled to a loading of 17.5% of ordinary salary, or alternatively the payment of allowances and penalties that would have been otherwise payable had the employee not been on leave during that time. The employee is entitled to be paid whichever is the greater amount. "Allowances and Penalties" in this clause means shift penalties, weekend penalties, annual allowances in lieu of overtime and uniform allowances.

The maximum loading payable under this clause is that prescribed by Public Service (Recreation Leave Loading) Award.

For 7 day a week shift workers:

- an employee required to regularly work on Saturdays, Sundays and Public Holidays as part of their ordinary working hours in a 7 day rotating roster will be paid the greater of 20% or the payment of allowances and penalties that would have been otherwise payable;
- where the employee has only worked part of the year as a shift worker leave loading shall be calculated under this clause on a pro rata basis for the time actually worked as a shift worker with the remainder calculated as normal.

17. LONG SERVICE LEAVE

As defined in the Public Sector Management Act 1995 Schedule 2, Part 6 – Long Service Leave.

18. SICK LEAVE

18.1. Rate of Accrual

An employee shall be credited with 6 days leave on commencement of service and a further 6 days, 6 months after the commencement of service. Thereafter the employee shall be credited with 12 days sick leave entitlement at the commencement of each successive year of service.

All sick leave shall be fully cumulative.

No employee shall be entitled to any additional sick leave over that specified in this clause.

18.2. Incidence

In the case of illness the Trust may grant an employee leave of absence with pay to the extent of that employees accrual subject to the following conditions;

- the employee shall as soon as practicable and not later than 24 hours after first being absent on account of illness inform (or cause to be informed) the Trust of the reason for that absence (in general terms) and probable duration of that absence;

- if absent for more than 2 days, which includes a Friday and Monday, the employee will be required to produce a medical certificate or other appropriate evidence to justify the period of absence;
- the Trust may require the employee to produce a medical certificate for an absence of less than 2 days where it believes warranted by the circumstances.

19. FAMILY CARER'S LEAVE

Employees may access their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the State Equal Opportunity Act 1984.

This access is available if the following conditions are satisfied:

- (a) The employee must have responsibility for the care of the family member concerned; and
- (b) The employee produces satisfactory evidence of sickness of the family member, if requested.

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.

20. SPECIAL LEAVE WITH OR WITHOUT PAY

Special leave with or without pay may be granted by the Trust.

In dealing with the application the Trust shall have regard to the guidelines approved by the Commissioner for Public Employment.

21. PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

An employee who is granted maternity leave or adoption leave will be entitled to the provisions of this clause.

Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to fourteen weeks paid maternity leave.

Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to fourteen weeks paid adoption leave.

The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- a) The total of paid and unpaid maternity/adoption leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- b) An employee will be entitled to fourteen weeks leave, 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, programmed days off or any other leave falling within the period of paid leave.

Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

During periods of paid or unpaid maternity 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.

21.1. Return to work on a Part Time Basis

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 following conditions apply to an employee applying to return on a part time basis:

- The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive 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 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

22. PSA JOB REPRESENTATIVES

Duly elected and accredited PSA job representatives shall be recognised by the Trust and the on site PSA representatives, and shall be allowed reasonable time within their normal hours of duties to perform their job representative duties.

There should be effective means of communication and consultation between local management and job representatives on matters of mutual interest and concern whether or not those matters are likely to give rise to a dispute. The attention of both local management and job representatives is drawn to both the informal and formal means of communication and consultation at each work site.

23. SUPERANNUATION

The AFCT shall make contributions on behalf of each employee to the Super SA Fund in accordance with guidelines approved by the Commissioner for Public Employment.

24. UNION TRAINING LEAVE

As per South Australian Public Sector Salaried Employees Interim Award clause 7.2

25. PRIVATE PHONE USAGE

Employees required by the Trust to be available for phone contact at their place of residence shall be entitled to reimbursement of:

- the actual cost of installation of the phone where no phone service currently exists;
- the cost of rental of the phone in direct proportion to the percentage of business usage;
- the actual cost of all outgoing business telephone calls.

26. WORKERS COMPENSATION REHABILITATION ARRANGEMENTS

It is agreed that the Trust may transfer employees subject to Work Cover Rehabilitation Scheme arrangements into positions covered by this Agreement even though those employees may have previously worked for the Trust in positions not covered by this Agreement.

It is further agreed as a part of this arrangement that where such transfers take place no demarcation of work barriers will be raised by the Association.

27. REDUNDANCY

27.1. Memorandum Of Understanding

Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that are signatories to the 1996 Memorandum of Understanding (MOU) each hereby acknowledge their recommitment to that MOU to the following effect:

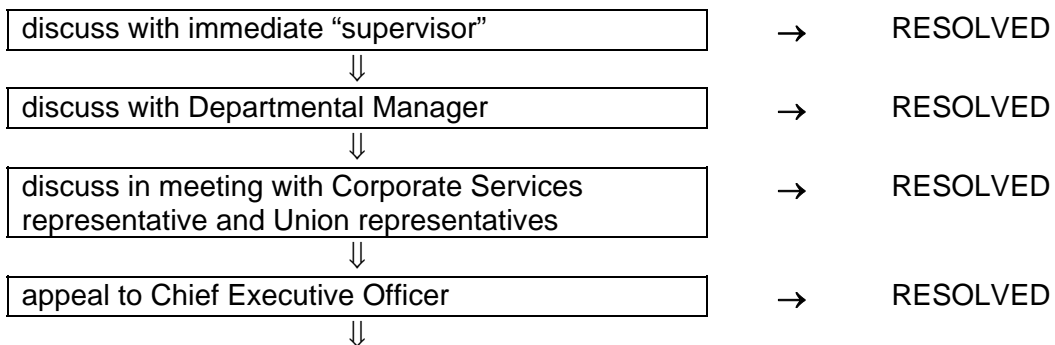
- The operation of that MOU will be extended for the life of this Enterprise Agreement; but only in relation to the persons, entities and associations defined in clause 2 hereof;
- There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and
- The terms of the MOU do not form part of this Enterprise Agreement.

For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

28. GRIEVANCES

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.

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:



29. DISPUTES

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

- 29.1. The Union will advise the Trust in writing of any significant concern or complaint known to the Union in relation to the terms of this Agreement, conditions of employment or industrial matters in general;
- 29.2. The Union will enter into negotiations with the Trust prior to the sanctioning of imposition of bans, limitations or any other industrial action by its members employed by the Trust;
- 29.3. In the event that any matters referred to in point 29.1 above remain unresolved following the negotiations provided for in point 29.2 above, the matter shall be referred to the Industrial Commission prior to the Union sanctioning any decision to embark on industrial disruption in any form;
- 29.4. 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.
- 29.5. The Trust 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.

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.

30. CONSULTATION

The parties have undertaken a process of consultation in the formation and finalisation of this Agreement. Both parties are committed to the ongoing implementation of matters specified within this Agreement.

The parties commit to the following consultative principles:

- 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;
- Employers consult in good faith, not simply advise what will be done;
- It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis;
- Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives;
- 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.

31. NO EXTRA CLAIMS

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.

The employees covered by this Agreement and the Trust acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.

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.

32. QUANTUM AND TIMING

One wage increase of 3.5% will apply to the ordinary hours payment specified in Schedule A to employees covered defined in clause 2 of this Agreement, payable from 7 November 2008.

SIGNATORIES

Signed for and on behalf of AFCT by
Douglas Gautier
Chief Executive Officer & Artistic Director

Witness Name:

Dated this.....day of 2009

Signed for and on behalf of the PSA by
.....
(Name)
.....
(Position)

Witness Name:

Dated this.....day of 2009

SCHEDULE A

PAY SCHEDULE

P&AA SHEDULE

	7-Nov-07	F/TIME	CASUAL	7-Nov-08	F/TIME	CASUAL
C01-17	\$ 22,091.00	11.3287	13.59	\$ 22,864.00	\$ 11.7251	14.07
C01-18	\$ 25,287.00	12.9677	15.56	\$ 26,172.00	\$ 13.4215	16.11
C01-19	\$ 28,481.00	14.6056	17.53	\$ 29,478.00	\$ 15.1169	18.14
C01-20	\$ 31,676.00	16.2441	19.49	\$ 32,785.00	\$ 16.8128	20.18
C01/1	\$ 34,227.00	17.5523	21.06	\$ 35,425.00	\$ 18.1667	21.80
C01/2	\$ 35,129.00	18.0149	21.62	\$ 36,359.00	\$ 18.6456	22.37
C01/3	\$ 36,044.00	18.4841	22.18	\$ 37,306.00	\$ 19.1313	22.96
C01/4	\$ 36,970.00	18.9590	22.75	\$ 38,264.00	\$ 19.6226	23.55
C01/5	\$ 37,873.00	19.4221	23.31	\$ 39,199.00	\$ 20.1021	24.12
C01/6	\$ 38,785.00	19.8897	23.87	\$ 40,142.00	\$ 20.5856	24.70
C02/1	\$ 40,111.00	20.5697	24.68	\$ 41,515.00	\$ 21.2897	25.55
C02/2	\$ 40,967.00	21.0087	25.21	\$ 42,401.00	\$ 21.7441	26.09
C02/3	\$ 42,117.00	21.5985	25.92	\$ 43,591.00	\$ 22.3544	26.83
C03/1	\$ 42,922.00	22.0113	26.41	\$ 44,424.00	\$ 22.7815	27.34
C03/2	\$ 44,071.00	22.6005	27.12	\$ 45,613.00	\$ 23.3913	28.07
C03/3	\$ 45,202.00	23.1805	27.82	\$ 46,784.00	\$ 23.9918	28.79
C 4/1	\$ 45,991.00	23.5851	28.30	\$ 47,601.00	\$ 24.4108	29.29
C 4/2	\$ 47,145.00	24.1769	29.01	\$ 48,795.00	\$ 25.0231	30.03
C 4/3	\$ 48,331.00	24.7851	29.74	\$ 50,023.00	\$ 25.6528	30.78
C 4/4	\$ 49,531.00	25.4005	30.48	\$ 51,265.00	\$ 26.2897	31.55
05/1	\$ 49,989.00	25.6354	30.76	\$ 51,739.00	\$ 26.5328	31.84
05/2	\$ 51,228.00	26.2708	31.52	\$ 53,021.00	\$ 27.1903	32.63
05/3	\$ 52,472.00	26.9087	32.29	\$ 54,309.00	\$ 27.8508	33.42
05/4	\$ 53,724.00	27.5508	33.06	\$ 55,604.00	\$ 28.5149	34.22
05/5	\$ 54,969.00	28.1892	33.83	\$ 56,893.00	\$ 29.1759	35.01
C06/1	\$ 55,839.00	28.6354	34.36	\$ 57,793.00	\$ 29.6374	35.56
C06/2	\$ 56,904.00	29.1815	35.02	\$ 58,896.00	\$ 30.2031	36.24
C06/3	\$ 57,988.00	29.7374	35.68	\$ 60,018.00	\$ 30.7785	36.93

SCHEDULE B: JOB CLASSIFICATIONS

Level CO1

Employees at this level initially operate under close direction using established routines, methods and procedures. There is limited scope for exercising initiative and judgement.

At this level there is some accountability for work performed and a requirement for organising work to meet prescribed priorities. Problems are solved by reference to documented procedures, methods and instructions. Assistance is readily available if required.

Work requires basic knowledge of administrative practices and procedures, instructions, regulations or other requirements relating to general administration including within an information technology related environment.

At this level employees are progressively involved in a range of activities requiring the use of written and numeric skills, administrative skills, written and verbal communication, equipment skills (e.g. computer operation or keyboard), client service and other work skills.

It is expected that individuals at this level will develop a range of skills and knowledge and through experience and training would be allocated work commensurate with their development and departmental requirements.

Typical jobs at this level include:

- general clerical positions;
- word processing operator/receptionist;
- finance clerks;
- switchboard operators;
- receptionist;
- departmental secretary;
- accounts payable/receivable clerk

Level CO2

Employees at this level work under general direction, undertake and are responsible for more detailed and complex duties than required at Level 1.

The employee may be responsible for a minor function within a department, or for part of a major function. Alternatively an employee at this level may be responsible for the performance of a discrete group of administrative support activities or information consultancy related support activities on an individual basis.

Limited scope exists for interpreting rules, regulations, guidelines and instructions. However, employees operate with some autonomy and are required to apply initiative and/or judgement.

Work requires the application of acquired/learned administrative and specific information and consultancy related skills, knowledge and techniques. The solution of problems and provision of information will require limited judgement through the use of precedents, guidelines, procedures, regulations and instructions.

This level also includes employees who are primarily concerned with undertaking work within the Arts Administration Fellow program designed to develop the necessary skills to undertake work assignments at higher levels within the particular discipline. Fellows are provided with a development program aimed to increase the understanding of Arts administration as well as providing an opportunity to apply tertiary acquired knowledge and abilities.

Employees at this level may be responsible for the co-ordination of staff which may include advice on practices and procedures, and the sharing of learned skills and methods. Employees

at this level would not be responsible for the direct line supervision of staff but may as part of their own responsibilities be assisted by junior staff and may allocate work, monitor its quality, determine priorities and provide on the job training.

Typical jobs at this level include:

- secretary to a department or senior manager
- administrative officer
- fellowship
- computer operators
- senior finance clerks (with a major balance and reconciliation function).

Level CO3

Employees at this level are responsible for the delivery of one or more functions with a department, including the co-ordination and control of related activities, or provide a level of relevant skills, knowledge and experience in a specific area of operation.

At this level positions exercise responsibility for administrative support for an activity involving resource responsibilities or administrative support requirements. Work at this level is performed under limited direction.

Work requires a sound knowledge of the major activity performed including setting of priorities to achieve agreed objectives. Employees may exercise autonomy, authority and judgement in the application of Trust or other policies and procedures.

Accountability for staff through line supervision may be a feature of this level and of higher levels within the group. Line supervision, in addition to the determination of priorities and the allocation of work includes delegated authority for leave matters, responsibility for discipline matters, staff performance and ongoing staff development.

Typical jobs at this level include:

- Financial Accountant
- Team Supervisor
- Senior Executive Assistant
- Graphic designers;
- Computer Programmers/Analysts
- Client Service Officers/Managers

Level CO4

Employees at this level may be responsible for the outcomes of a function within a department. It will probably include the co-ordination and control of related activities and the standard of work quality/delivery. Employees may contribute to, or participate in, forward planning and policy development and/or implementation.

The role is often regarded as a specialist in the field.

Work at this level is performed under limited direction and requires a sound knowledge of department programs, policies, activities, structures, service functions and/or of a range of disciplines.

This level requires the use of initiative and judgement where procedures are not clearly define, identification of specific or desired performance outcomes, operation within broadly defined guidelines, and the exercise of authority and autonomy in the discharge of duties.

Employees at this level may be required to undertake a limited level of negotiations.

Typical jobs at this level include:

- Client Services Officers/Manager

Level CO5

Employees at this level are responsible for a significant unit of a department's activity. Work at this level is performed under limited direction and may include the provision of expert advice. The work may involve the application of knowledge from a range of disciplines gained through experience, training and/or tertiary education.

Work at this level is performed under broad direction and requires the responsibility for decision making, the exercise of judgement and delegated authority.

The position may involve negotiations with external clients.

The position is likely to be responsible for preparing a budget and monitoring expenditure against that budget.

Typical jobs at this level include:

- Client Services Manager (Senior)
- Payroll Officer (Senior)

Level C06

Employees at this level are responsible for the management or administration of significant work programs/projects within the Trust requiring the assessment, development, implementation and evaluation of Trust operations in accordance with corporate goals and government policies.

Work at this level is performed under broad direction and requires significant levels of discipline knowledge and competence gained through experience, training or tertiary education.

Employees provide expert advice and contribute to the development of policy and undertake duties of a sensitive, innovative, critical or complex nature, and/or provide a consultancy service to a wide range of clients.

The position will be responsible for preparing a budget and will be accountable for results measured against that budget.

The impact of decisions made at this level may have a significant impact on the achievement of Trust objectives.

Typical jobs at this level include:

- Area Manager/Specialist

ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C – Changes to Redeployment Practice”
of the MOU is varied as follows with effect from 2 October 2001.

The following changes to redeployment practice presently prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) have been agreed between the parties to take effect from 2 October 2001. The changes will apply to employees who are excess on or after 2 October 2001.

The following will be added to Part 6 Redeployment Principles in Direction No. 6.

- 6.1(e) Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.
- 6.1(f) If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No.6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.
- 6.1(g) An excess employee will:
- i. with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
 - ii. attend interviews as requested and participate in them in a positive and constructive manner;
 - iii. actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
 - iv. comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
 - v. comply with all attendance requirements.