

CITY OF WEST TORRENS HEALTH SERVICES EMPLOYEES ENTERPRISE AGREEMENT 2014

File No. 07381/2014B

This Agreement shall come into force on and from 28 November 2014 and have a life extending until 30 June 2017.

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



DATED 28/11/2014.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER





City of West Torrens
Health Services Employees
Enterprise Agreement
2014

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1. Application and Operation of Agreement

1.1 Title

This Agreement will be known as the City of West Torrens Health Services Employees Enterprise Agreement 2014.

1.2 Parties bound

This agreement will be binding upon:

- 1.2.1 The City of West Torrens (the employer).
- 1.2.2 Any employee who is engaged as a health services employee to provide direct client contact services and/or indirect client contact services for aged persons, as defined in Schedule 2.
- 1.2.3 The United Voice hereinafter referred to as the UV.

1.3 Date of operation

- 1.3.1 This Agreement comes into force on the date of certification and continues until 30 June 2017.

1.4 Definitions

- 1.4.1 **Act** means the South Australian Fair Work Act 1994 as amended.
- 1.4.2 **Agreement** means the City of West Torrens Health Services Employees Enterprise Agreement 2014.
- 1.4.3 **Award** means the Health Services Employees Award.
- 1.4.4 **Casual employee** means an employee engaged to work for less than an average of 36 hours per fortnight.
- 1.4.5 **Commission** means the South Australian Industrial Relations Commission.
- 1.4.6 **Consultation** means the process that will have regard to employees' interests in the formulation of plans that have an impact upon them. It provides these employees with the opportunity to have their viewpoints heard, acknowledged and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.
- 1.4.7 **Employee** means any employee of the CWT who performs work covered by this Agreement.
- 1.4.8 **Employer** means The City of West Torrens (CWT).
- 1.4.9 **Full-time employee** is an employee who works an average of 76 ordinary hours per fortnight.
- 1.4.10 **Fund** will mean the complying superannuation fund into which the employer is required by law to make superannuation contributions.
- 1.4.11 **General Manager** means a person designated by the CWT as a General Manager.
- 1.4.12 **Household member** means a member of an employee's household with whom the employee has lived for a minimum of 12 months.
- 1.4.13 **Immediate family member** means:

- A spouse or domestic partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to an employee, means a person who lives with the employee on a bona fide domestic basis although not legally married to that employee, and
 - A child (including an adult child, adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
 - Any other member of the employee's household
 - Any other person who is dependent on the person's care.
- 1.4.14 **Majority** means half the number of applicable persons plus one.
- 1.4.15 **Manager** means a person designated by the CWT as a Manager.
- 1.4.16 **Merit** is defined as the extent to which each applicant has abilities, aptitudes, skills, qualifications, knowledge, experience, including community experience, and personal qualities relevant to the position. It can also encompass the potential for development of an applicant.
- 1.4.17 **Part time employee** means an employee who works regularly for an average of 36 hours or more per fortnight but less than an average of 76 ordinary hours per fortnight. For the purpose of determining the regularity of employment, regard must be had to any period of four weeks.
- For the purpose of this definition, any hours worked by an employee to temporarily replace another employee who is absent from duty which are worked in addition to those hours for which the employee is normally rostered, will not be taken into account.
- 1.4.18 **Reasonable** means that which is agreeable to reason, sound of judgment and equitable to those involved.
- 1.4.19 **Redundancy** occurs when the CWT decides that the job that the employee has been doing is no longer required to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 1.4.20 **Registered health practitioner** means a health practitioner who is registered or licensed as a health practitioner under a State or Territory law.
- 1.4.21 **Relevant service** means service which includes the same or similar functions to that performed by the employee with the CWT.
- 1.4.22 **Replacement employee** means an employee engaged for a specific period of time to replace a designated person.
- 1.4.23 **Shift** means the consecutive hours an employee works to engage in the duties for which they are employed.
- 1.4.24 **Shift worker** means an employee who must:
- Be employed in a business in which shifts are continuously rostered 24 hours a day, 7 days per week, and
 - Be rostered to work the rotating roster that includes each of the shifts, and
 - Work not less than 20 Saturdays and not less than 20 Sundays and not less than 7 public holidays during a calendar year.
- 1.4.25 **The Parties** means the CWT, the United Voice and employees of the CWT covered by this Agreement.
- 1.4.26 **Union Official** means a paid official of the Union.
- 1.4.27 **Union** means the United Voice (UV).

1.4.28 **Workplace Representative** means an employee nominated by the employees to represent them.

1.5 Relationship to parent Award

1.5.1 This Agreement will be read in conjunction with the Award, as amended from time to time, provided that this Agreement will prevail to the extent of any inconsistency with the Award.

1.5.2 The CWT is committed during the life of this Agreement to negotiate collectively with employees and their representatives.

1.5.3 During the life of this Agreement, no employees will be employed on terms and conditions which, taken as a whole, are less favourable than provided for in this Agreement.

1.6 Continuous services

1.6.1 Continuous service, except as otherwise indicated, is deemed to be continuous despite:

- Absence of the employee from work in accordance with the contract of employment
- Absence of the employee from work for any cause by leave of the CWT
- Absence from work on account of illness, disease or injury
- Absence with reasonable cause, proof of such reasonable cause lies with the employee
- Interruption or termination of the employee's service by an act or omission of the CWT with the intention of avoiding any obligation imposed by this Agreement, the Act of the Long Service Leave Act 1987 (SA)
- Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute
- Transfer of the employment of an employee from one employer to a second employer when the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer
- Interruption or termination of the employee's service by the CWT for any reasons other than those referred to in 1.5.1 (d) and 1.5.1 (e) if the worker returns to the service of, or is re-employed by, the CWT within two months of the date on which the service was interrupted or terminated
- Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the CWT that the absence from work, is to be taken as breaking the employee's continuity of services. Such notice must be given during the period of absence or, no later than 14 days after the end of the period of absence.

1.6.2 Calculation of period of service

- When an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer, except:
 - To the extent that the employee received or is entitled to receive pay for the period, or
 - When the absence results from a decision of the employer to stand the employee off without pay.

1.7 Workplace culture

- 1.7.1 The parties to this Agreement will implement workplace practices aimed at providing working arrangements which enables the CWT to enhance job satisfaction and work toward a positive workplace culture based on the CWT vision and values, while delivering quality customer service.

1.8 Commitment

- 1.8.1 Employees of the City of West Torrens (CWT) will use their best endeavours to provide quality service, in a changing and dynamic environment, to the community of West Torrens and residents of St Martins.

- 1.8.2 The parties agree that all employees are committed to a process of ongoing improvement with the aim of ensuring that the CWT operates at a high level of efficiency and cost effectiveness.

- 1.8.3 This commitment will be demonstrated by:

- Focusing on the provision of quality service
- Setting and achieving measurable outcomes
- Recognising our responsibilities within the parameters of the employment relationship to ensure that human, physical and financial resources are used to maximum effect in servicing the community and residents of St Martins
- Working in partnership with business units to find creative solutions to work problems
- Developing a flexible team based family friendly working environment, to maximise service delivery objectives
- Improving communications, consultation and collaboration with the CWT community
- Maintaining and improving employee morale
- Fostering a workplace environment that is fair and equitable
- Ensuring openness and transparency of process
- Recognising that service to the community is the basis of the existence of the CWT.

- 1.8.4 To assist in the facilitation of this process the parties acknowledge a commitment to an annual business planning process that:

- Provides achievable outcomes for the community, established in collaboration with members of the relevant team
- Details operation objectives

- Commits to actions to achieve objectives as provided for in Strategic and Business plans and Section 8 of the Local Government Act, 1999
- Identifies measures to quantify results
- Sets target dates and allocates responsibility for each objective
- Maintains a performance review program for all employees.

1.9 Benchmarking

- 1.9.1 The parties to this Agreement acknowledge the value of benchmarking and the use of key performance indicators.
- 1.9.2 The parties to this Agreement acknowledge the CWT's prerogative to benchmark itself against others and to use key performance indicators. Both are a commitment towards achieving the objectives of the CWT strategic management plan.
- 1.9.3 The CWT acknowledges responsibility for:
- The management of benchmarking initiatives taken and the development of key performance indicators
 - Ensuring full and open consultation and communication with employees
 - Acknowledge the value of benchmarking and key performance indicators in the pursuit of performance excellence and industry best practice and in highlighting past successes and achievements.

1.10 Continuous improvement

- 1.10.1 The parties to this Agreement are committed to providing a focus for continuous improvement within the CWT. This commitment embraces the concept of a learning organisation where employees assist each other through support and mentoring.
- 1.10.2 During the life of the Agreement, the CWT will:
- Ensure that there is a sustained focus on development by pursuing programs designed to manage, lead, develop and support CWT employees
 - Facilitate the development of leadership at all levels by developing real opportunities for current and future leaders and supporting the development of the skills and tools required for effective leadership
 - Facilitate the development of both internal and external partnerships that will enhance operations and streamline service delivery
 - Promote the importance of improved service quality and identify opportunities to involve all teams in the improvement of service to CWT customers.
- 1.10.3 During the life of the Agreement employees covered by this Agreement will:
- Identify improvements achieved in the workplace, including productivity gains and service quality improvement
 - Participate in demonstrated that we provide value for money and are achieving the best possible outcomes for the community and residents of St Martins
 - Work toward adopting „best practice' in all areas of CWT operations
- d) Support reviews of current work practices being undertaken.

1.11 No extra claims

- 1.11.1 The parties agree that this Agreement covers the field of terms and conditions defining the employment relationship between the employees and the CWT and that no further wage increase will be sought during the life of the Agreement.
- 1.11.2 The parties agree that through the life of the Agreement no industrial action of any kind will be undertaken.

1.12 Review of Agreement

- 1.12.1 The parties commit to commence negotiations on a further Agreement not less than six months prior to the expiration of this Agreement.
- 1.12.2 In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

1.13 Access to Agreement

The CWT will provide a copy of this Agreement in an accessible place for perusal by employees.

1.14 Enterprise Agreement Advisory Committee (EAAC)

1.14.1 Membership

- The enterprise agreement advisory committee will comprise:
 - Two (2) Management Representatives nominated by the CWT
 - Three (3) Employee Representatives elected by employees, one (1) of which may be a United Voice representative.
- A member of the EAAC is entitled to appoint, in writing, a person to be his or her proxy to attend a meeting of the EAAC in that member's absence.
- If the parties agree, an invitation can be extended to other key personnel to address relevant matters.

1.14.2 Committee role

The EAAC will have an advisory role, with decisions operating as recommendations only to the parties represented. Specific responsibilities will include:

- Monitoring the implementation of this Enterprise Agreement to ensure equity and fairness in relation to its operation
- Providing a forum for the flow of information between the CWT and employees in relation to the operation of this Enterprise Agreement
- Considering any disputes arising out of the operation of this Enterprise Agreement, subject to dispute avoidance and settlement procedures included in this Enterprise Agreement being observed.

1.14.3 Information

All employees are bound to respect confidential information and not make disclosures that could be damaging to an individual, employee, work group or organisation.

1.14.4 Meetings

- Meetings of the EAAC will be held quarterly, or as required.
- Notice of the meeting and the agreed agenda, outlining the issues to be discussed, is to be provided to members of the EAAC at least seven days prior to the meeting.
- The procedures to be adopted at meetings of the EAAC will be determined by the EAAC.

2. Fair Treatment and Employee Health, Safety and Wellbeing

The CWT is committed to providing a workplace for its employees with a culture that values health, safety, wellbeing and fair treatment.

2.1 Fair treatment

- 2.1.1 The parties are committed to and will observe fair treatment principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will comply with relevant legislation.
- 2.1.2 The CWT recognises that harassment and discrimination in employment practices and the provision of services is inappropriate and illegal.
- 2.1.3 The CWT will continue to appoint and maintain fair treatment officers.
- 2.1.4 The CWT will take necessary and positive steps to ensure that harassment and discrimination are eliminated. This includes appropriate strategies and procedures that raise awareness of and aim to prevent harassment and discrimination.
- 2.1.5 Merit is the only basis for selection of individuals for employment and promotion.
- 2.1.6 Any harassment or discrimination applied in the course of making any decision regarding employees will not be tolerated.
- 2.1.7 Procedures will be implemented that will allow employees to seek redress for any form of harassment or discrimination.

2.2 Employee assistance program (EAP)

- 2.2.1 The CWT is committed to the provision of an Employee Assistance Program (EAP) and acknowledges that it is a shared initiative between employees and management, including the funding of some services by the CWT.
- 2.2.2 The CWT recognises that an effective and confidential EAP assists in the development of healthy employee behaviours and can lead to increased productivity, improved employee morale, reduced absenteeism and reduced internal conflict.
- 2.2.3 The EAP will be administered in line with the relevant Administration policy, as amended from time to time.

2.3 Work Health and Safety (WHS)

- 2.3.1 The parties recognise the importance of an effective workplace health and safety management system in providing a safe work environment for all employees. It is also recognised that improved workplace health and safety will assist the increase of productivity by reducing the number of incidents / accidents and therefore lost time.
- 2.3.2 The parties further recognise the necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) and are committed to ongoing education and training in this area.
- 2.3.3 The CWT believes that people affected by alcohol and other drugs, while in the workplace, pose an unacceptable risk to the safety of themselves and others. The unauthorised use and possession of alcohol or the possession or use of illegal drugs or misuse of prescribed drugs in any CWT workplace is prohibited. Persons believed to be under the influence of alcohol, illegal drugs or misusing prescription drugs, will not be permitted in the workplace or on the worksite.

2.4 No lift-No injury – St Martins

- 2.4.1 As part of its commitment to the health and safety of employees, St Martins will ensure that lifting tasks are eliminated when possible. The aim is to minimise the need for lifting by employing alternative methods of moving and lifting residents.
- 2.4.2 Implementation will be subject to:
- Providing an accredited training program to train workplace coordinators and/or Occupational Health Safety and welfare representatives and/or managers in the implementation of No Lift-No Injury
 - At least once per year, the St Martins Operational Sub-Committee will conduct audits of equipment to check suitability
- 2.4.3 Subject to the outcome of the audits in clause 2.4.2 (b), St Martins will consider the allocation of funds for new equipment on a priority needs basis.
- 2.4.4 At least once a year, the St Martins Operational Sub-Committee will conduct audits of incident, accident and injury records to identify issues relating to lifting that require attention.

2.5 No lift-No injury – Community Services

- 2.5.1 As part of its commitment to the health and safety of staff, Community Services will ensure that lifting tasks are eliminated where possible. The aim is to minimise the need for lifting.
- 2.5.2 Implementation will be subject to:
- Providing an accredited training program to train workplace coordinators and/or Occupational Health Safety and welfare representatives and/or managers in the implementation of No Lift-No Injury
 - At least once per year, the Civic Centre Operational Sub-Committee will conduct audits of incident and injury records to identify issues relating to lifting that require attention
- 2.5.3 Subject to the outcome of audits, the Community Services budget will allocate funds for new equipment on a priority needs basis.

2.6 Journey accident insurance

- 2.6.1 The CWT will provide insurance coverage for employees who are involved in an accident and suffer bodily injury during:
- A journey to and from the employee's residence and place of work
 - A journey to and from the employee's residence and a place of training for work.
- 2.6.2 Employees may nominate to extend this insurance, at their cost, to provide coverage 24 hours a day 7 days a week.
- 2.6.3 Benefits are not payable for, or in relation to, any occurrence, event, injury or illness resulting from any breach of the law, illegal or criminal act committed by an employee covered under this insurance.
- 2.6.4 During a period of absence when an employee is accessing journey accident insurance payments, the employees continuity of service is preserved, however there is no entitlement to accrue annual or personal leave

2.7 Healthy lifestyle incentives

2.7.1 Employee immunisation program

- The CWT will provide the following vaccinations to employees in line with current practices:
 - Influenza
 - Hepatitis A & B
 - Adult Tetanus Diphtheria
- The receipt of these vaccinations is voluntary and subject to employees signing an indemnity waiver regarding possible side effects.

2.7.2 Healthy Lifestyle Bonus

The CWT will provide an annual healthy lifestyle bonus which will be administered in accordance with the relevant policy.

2.7.3 Support to quit smoking

The CWT will continue to provide employees with support to quit smoking in accordance with the relevant policy.

2.7.4 Health and well-being programs

The CWT will continue to provide employees the opportunity to participate voluntarily in the annual Corporate Health/LGAWCS health and well-being programs.

3. Communication and Dispute Resolution

3.1 Workplace relations

- 3.1.1 Effective consultation and communication are essential features of workplace relations at the CWT and the parties commit to both in order to:
- Develop and improve working relationships
 - Enhance the efficiency of the CWT operations
 - Help facilitate the successful introduction of workplace change and improvement.
- 3.1.2 The parties recognise the importance of effective communication and appropriate consultation in the workplace and fully accept their respective responsibilities in this regard.
- 3.1.3 The parties agree to communicate openly, actively and constructively in the conduct of CWT business. All communications will be as prompt and regular as possible.
- 3.1.4 The parties agree to conduct timely and regular meetings across business units in order for information to be exchanged between management and employees of the CWT.
- 3.1.5 The parties agree to make relevant documentation available freely and to circulate this promptly and regularly. Any information made available which is of a confidential manner will be treated accordingly.
- 3.1.6 The CWT is committed fully, during the life of this Agreement, to ensuring that there are opportunities for employees to be involved at the earliest possible stage when changes are likely to have an impact on their workplace, their jobs and daily operations.
- 3.1.7 The CWT will actively consult and provide timely acknowledgement to all internal employees regardless of the outcome and in such a manner as to encourage their continued interest and contribution to the decision making process.
- 3.1.8 The parties are committed to ensuring that the CWT Employee Code of Conduct and the St Martins Code of Employment Principles underpin all the dealings involving management and employees.

3.2 Dispute resolution

- 3.2.1 This clause, as well as the CWT Workplace Grievance policy will apply to complaints or concerns that relate to individual employees, a group or groups of employees.
- 3.2.2 It is anticipated that the majority of issues will be brought to the attention of and be addressed by, managers at the work site as part of day-to-day operational activity.
- 3.2.3 The parties agree to follow all stages in the Dispute Resolution Procedure at clause 3.2.7 negotiation, mediation or conciliation whenever possible.
- 3.2.4 During the implementation of the Dispute Resolution Procedure at clause 3.2.7, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 3.2.5 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.

3.2.6 The employee is entitled to have a representative or support person of their choice throughout clause 3.2.7. This includes a union representative.

3.2.7 Dispute Resolution Procedure

- Stage one

The employee and/or if requested their representative, will contact the relevant manager and attempt to resolve the concern or complaint at that level.

- Stage two

If the concern is not resolved at stage one, an employee and/or, if requested, their representative will meet the relevant manager and general manager.

- Stage three

If the matter is not resolved at stage two, an employee and/or, if requested, their representative will meet with the relevant general manager and the Chief Executive Officer of their delegate with a view to resolving the matter.

- Stage four

In the event that any matters referred to in stages one, two and three above remain unresolved following the negotiation provided for above, the matter will be referred to the Commission or an external mediator for conciliation and/or arbitration, as may be agreed by the parties.

If the matter is referred to a third party conciliator or arbitrator, the parties shall bear the costs of the conciliator/arbitrator equally.

3.2.8 The process described in stages one, two and three, should be completed within 14 working days of the issue being raised at stage one, to ensure its expedient resolution.

3.3 Notice board

The CWT will continue to permit a notice board being erected in employee only areas at the workplace to facilitate communication between the employees and/or their union.

3.4 Change management

3.4.1 Introduction

- This section of the Agreement deals with change management processes of the CWT under circumstances that include, but are not limited to, the following:
 - Organisational change and restructure
 - Policy document changes
 - Legislative changes
 - Management review
 - Impositions by another level of government
 - Service level changes
 - A direction from the CWT.
- This section of the Agreement only applies to changes of significance that directly affect at least three employees of the CWT concurrently.

3.4.2 Responsibility for organisational change

Responsibility for organisational change rests with the Chief Executive Officer of the CWT, under provisions of the Local Government Act, 1999 (SA). It is recognised that the Chief Executive Officer must consult with the elected Council when significant organisational change occurs.

3.4.3 Change management process

- The CWT will communicate openly and actively with all affected employees during the change process and this will occur at the earliest possible opportunity before changes are made and at appropriate intervals as changes are implemented. Employees will be briefed fully on the impact of proposed changes and will be provided with related documentation that may be available.
- As appropriate, the Union will be kept informed of changes affecting their members.
- The CWT will provide employees with a reasonable opportunity and time frame to research, seek advice and respond to any proposed changes.
- All feedback will be genuinely sought and considered and, as appropriate, will be discussed by the parties prior to proposed changes being decided and implemented.
- The CWT will actively and sensitively support employees through the process of change.

4. Types of Employment

4.1 Employer duties

- 4.1.1 The CWT must for each employee, confirm in writing, the terms of their contact of employment in particular whether the employee is full-time, part-time or casual pursuant to clause 4.2.2.
- 4.1.2 The CWT may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training consistent with the classification structure, pursuant to Schedule 2, provided that such duties are not designed to promote deskilling.
- 4.1.3 The CWT may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.4 Any direction issued by the CWT pursuant to this clause must be consistent with the employee promoted, as required within a three month period of time which may include the following:
- Information about the conditions of work, the position, policies, procedures and objectives of the employer
 - Information with regard to the obligations of the employer and employee with respect to the Occupational Health, Safety and welfare Act 1986 (SA) and regulations, (as amended)
 - Information with regard to Fair Treatment policy and practice.

4.2 Employment categories

- 4.2.1 Employees under this Agreement may be employed in any one of the following categories:
- Full time employee
 - Part time employee
 - Casual employee
 - Replacement employee.
- 4.2.2 At the time of engagement, the CWT will inform each employee of the terms of their engagement and in particular, whether they are to be full time, part time, casual or replacement, including classification and conditions.
- 4.2.3 Full time employees
- Full time employee means an employee who works an average of 76 hours per fortnight.
- 4.2.4 Replacement employees
- The period of time for which the employee is engaged together with any other special conditions of employment must be confirmed in writing at the time of appointment.
 - When such employee is engaged for a period not exceeding three months in any one period, the employee must be engaged and paid as a casual employee irrespective of the number of hours worked per week.
 - When such employee is engaged for more than three months the employee must be engaged and paid as a full-time, part-time or casual employee.

4.2.5 Part time employees

- Part time employee means an employee who works regularly for an average of 36 hours or more per fortnight but less than an average of 76 ordinary hours per fortnight. For the purpose of determining the regularity of employment, regard must be had to any period of four weeks.
- For the purpose of this definition, any hours worked by an employee to temporarily replace another employee who is absent from duty which are worked in addition to those hours for which the employee is normally rostered, will not be taken into account.

4.2.6 Part-time employment (special conditions)

- For ordinary working hours, a part-time employee must be paid the hourly rate as prescribed in Schedule 1.
- Part-time employees are entitled to payment on a pro rata basis for annual leave, personal leave or other paid leave entitlements.
- A part-time employee must not, unless temporarily replacing a full-time employee, work more than 76 ordinary hours in any one fortnight.

4.2.7 Casual employment

- A casual employee is one engaged to work:
 - For less than an average of 36 hours per fortnight
 - Variable weekly ordinary hours irrespective of the span of hours of engagement
 - As a replacement employee for a period not exceeding three months.
- For ordinary working hours, a casual employee will be paid the hourly rate as defined by legislative standards.
- A casual employee is not entitled to payment for public holidays not worked, nor paid leave of any type (except long service leave and when otherwise indicated in this Agreement).
- A casual employee must not, unless temporarily replacing a full-time employee, work for more than 76 hours in any one fortnight.

4.3 Previous relevant service

- 4.3.1 An employee is entitled to have previous relevant service recognised by the CWT in determining the appropriate classification level and increment within that classification to which the employee is appointed.
- 4.3.2 Relevant service of an employee does not include service which preceded a break of three years or more when no relevant service was performed.
- 4.3.3 The CWT must advise the employee in writing of the provisions of this clause at the point of engagement.
- 4.3.4 Previous relevant service will be recognised by the CWT from the first pay period commencing on or after the date the employee provides proof of previous relevant service. If the CWT fails to provide the advice specified in clause 4.3.4, previous relevant service is to take effect from the date of engagement.
- 4.3.5 The onus of showing that service is relevant will rest with the employee.
- 4.3.6 Any dispute as to whether service is relevant service for the purposes of clause 4.3, will be referred to in the relevant CWT policy.

4.4 Probation period

- 4.4.1 All employees commencing employment under this Agreement will be subject to a three month probationary period from the initial date of appointment with the CWT.
- 4.4.2 During the probationary period, the performance of the employee will be assessed.
- 4.4.3 In light of the performance assessment, the probationary period may be extended up to an additional term of three months with monthly assessments of performance made.
- 4.4.4 Prior to the conclusion of the probationary period, the employee will be notified in writing as to whether their performance will be confirmed or terminated.

5. Termination of Employment

5.1 Notice of termination by the employer

5.1.1 In order to terminate the employment of an employee the CWT will give the employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year and less than 3 years	2 weeks
More than 3 years and less than 5 years	3 weeks
5 years and over	4 weeks

5.1.2 In addition to the notice in clause 5.5.1, the period will be increased by one week for employees over 45 years of age who have completed not less than two years continuous service with the CWT at the end of the day that notice is given.

5.1.3 Payment at the ordinary rate of pay in lieu of the notice will be made if the appropriate notice period prescribed in clause 5.1.1, 5.1.2, 5.6.6 and 5.6.7 is not required to be worked. Employment may be terminated by the employee working part of the period of notice and by the CWT making payment for the remainder of the period of notice.

5.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

5.1.5 The period of notice in this clause will not apply in the case of dismissal for:

- Conduct that at common law justifies instant dismissal
- Casual employees engaged for a short period
- Employees engaged for a specific period of time
- Employees engaged for specific task or tasks.

5.2 Notice of termination by employee

5.2.1 In order to terminate employment an employee will give the CWT the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
One year and over	2 weeks

5.3 Time off during notice period

When the CWT has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with their manager/supervisor.

5.4 Payment in lieu

If the CWT makes payment in lieu for all or any of the periods of notice prescribed, then the period for which such payment is made will be treated as service for the purposes of computing any service related entitlements of the employee.

5.5 Statement of employment

Upon termination of employment and at the employee's request, the CWT will provide the employee a written statement specifying their period of employment, classification (including the definition of the classification under the Award) or the type of work performed by the employee.

5.6 Redundancy

5.6.1 Exclusions

- This clause does not apply to employees with less than 1 year's continuous service. The general obligation of the CWT should be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- This clause does not apply when:
 - Employment is terminated as a consequence of conduct that at common law justifies instant dismissal
 - In the case of casual employees
 - Employees engaged for a specific period of time or for a specified task or tasks.

5.6.2 Discussions before termination

- When the CWT has made a definite decision that the CWT no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the CWT must have discussions as soon as practicable with the employees directly affected and if requested by an employee, with his/her representatives. Discussions must include:
 - The reasons for the proposed terminations
 - Measures to avoid or minimise the terminations
 - Measures to mitigate the adverse effects of any terminations on the employees concerned.
- For the purposes of such discussion and consistent with Schedule 7 of the Act, the CWT must as soon as practicable provide in writing to the employees concerned and the Union, when its members are affected, all relevant information about the proposed terminations, including:
 - The reasons for the proposed terminations

- The number and categories of employees likely to be affected
- The number of workers normally employed
- The period over which the terminations are likely to be carried out.
- The CWT is not required to disclose confidential information the disclosure of which when looked at objectively, would be against the CWT's interests.

5.6.3 Period of notice of termination on redundancy

- If the services of an employee are to be terminated due to redundancy such an employee must be given notice of termination as prescribed by clause 5.1.1.
- Employees to whom notification of termination of employment is to be given on account of the introduction or proposed automation or other like technological changes must be given not less than three months notice of termination.
- Should the CWT fail to give notice of termination as required in clause 5.1.1 or 5.1.2 the CWT must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the CWT for the purposes of the Long Service Leave Act 1987 (SA).

5.6.4 Time off during notice period

- During the period of notice of termination given by the CWT an employee is entitled to up to one day off without loss of pay during each week of notice of the purpose of seeking other employment.
- If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- The time off during notice period entitlements under this clause apply in lieu of the provisions of clause 5.3.

5.6.5 Notification to Centrelink

- When a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the CWT will notify Centrelink accordingly as soon as possible, giving relevant information including:
 - A written statement of the reason(s) for the termination(s)
 - The number and categories of the employee likely to be affected
 - The period over which the termination(s) are intended to be carried out.

5.6.6 Severance pay

- Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in clauses 5.1 and 5.6.3.
- An employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
One year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and over	12 weeks pay

5.6.7 Additional severance pay

- This clause applies to employees aged over 45 years with 10 years or more continuous service.
- In addition to the severance pay in clause 5.6.6, an employee with not less than 10 years continuous service, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.
- The severance payment need not exceed the amount which the employee would have earned if employment with the CWT had proceeded to the employee's agreed date of retirement of the employee's eligibility date for social security benefits.
- The CWT may apply to the Commission for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

5.6.8 Alternative employment

The CWT may make application to the Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

5.6.9 Written notice

The CWT must, as soon as practicable but prior to the termination of the employee's employment, give to the employee written notice containing information including:

- The date and time of the proposed termination of the employee's employment
- Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated
- Advice as to the entitlement of the employee to assistance from the CWT, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment
- Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

5.6.10 Transfer to lower paid duties

When an employee whose job has become redundant accepts an offer of alternative work by the CWT the rate of pay for which is less than the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employees employment had been terminated. The CWT may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

5.6.11 Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to the payment in lieu of notice.

5.6.12 Payment in lieu treated as service

If the CWT makes payment in lieu for all or any of the period of notice prescribed, then the period for which such payment is made must be treated as service for the purposes of computing any service related entitlements of the employee (i.e. annual leave) and must be deemed to be service with the employer for the purposes of the Long Service Leave Act 1987 (SA), as amended.

5.6.13 Transmission of business

The provisions of this clause are not applicable when a transmission of business occurs and the conditions of clauses 5.6.1 and 5.6.2 of this Agreement are met.

5.7 Training wage arrangements

Training wage arrangements are as per the Award.

6. Rates of Pay and Related Matters

6.1 Wage increases

Upon certification of this Agreement, the CWT agrees to pay the following increases to all employees covered by this Agreement and the wages scheduled in Schedule 1:

- A 3% wage increase effective from the first full pay period commencing on or after 1 July 2014.
- A 3% wage increase effective from the first full pay period commencing on or after 1 July 2015.
- A 3% wage increase effective from the first full pay period commencing on or after 1 July 2016.

6.2 Supported wage provision

Supported wage provisions are set out in Schedule 3.

6.3 Mixed functions

An employee engaged for two hours or more in any day on duties carrying a higher rate than their ordinary classification, must be paid the higher rate for the day.

6.4 Pay slips

The CWT will provide employees with pay slips in accordance with the provisions of the Act.

6.5 Superannuation

6.5.1 The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Change Act 1992 (Cth) and the Superannuation Industry (Supervision) Act 1993 (Cth). The legislation governs the superannuation rights and obligations of the parties.

6.5.2 At the date of making this Agreement the parties agree that the employer is required to make contributions to either the HESTA Superannuation Fund or Statewide Superannuation.

6.5.3 If at any stage during the period of operation of this agreement the parties establish that the employer can make contributions to a Fund other than the HESTA Superannuation Fund or Statewide Superannuation, then the Fund for the purposes of this Agreement will mean any fund chosen by an employee which complies with the Superannuation Industry (Supervision) Act 1993 (Cth).

6.5.4 The CWT will make contributions to the Fund for an employee in accordance with the legislative requirements in clause 6.5.1.

6.6 Salary sacrifice

6.6.1 Salary sacrifice general

- Salary sacrifice is an arrangement between the CWT and employee, when the employee agrees to receive part of a gross salary as a benefit rather than as salary.
- Salary sacrifice arrangements are optional and voluntary.
- Employees utilising salary sacrifice arrangements will be required to do so in accordance with the CWT's relevant policies and procedures.
- The ability for an employee to salary sacrifice part of their remuneration will apply when salary sacrifice is possible under relevant legislation.
- The CWT employees may salary sacrifice any item made available by the salary packaging service provider, but no assurance is given or should be implied that making items available means that arrangements are tax effective or financially advantageous to employees.
- The Australian Tax Office has issued relevant rulings/ determinations concerning Fringe Benefits Tax (FBT) on some employee benefits.
- Employees should obtain independent and appropriate financial advice before entering into or proposing to change salary sacrifice arrangements.
- The provision of salary sacrifice is to be cost neutral to the CWT. Employees are responsible for any administrative costs, charges, FBT and other taxation liabilities incurred by the CWT.
- Should there be any legislative changes in the future in relation to salary packaging or sacrificing, the CWT reserves the right to make alterations to the salary sacrifice policies and procedures which currently apply.
- Salary sacrifice arrangements may be for:
 - Income protection insurance as per the Income Protection policy
 - Purchased leave as per the Purchased Leave policy
 - Arrangements with the independent salary packing specialist as per the Salary Sacrifice policy
 - Superannuation as per clause 6.6.2
- Should St Martins be deemed a public benevolent institution during the life of this Agreement, the CWT agrees to investigate and implement salary sacrifice options appropriate to this status.

6.6.2 Salary sacrifice into superannuation

- Subject to the following conditions, an employee may apply to the CWT to salary sacrifice any part of his/her salary to make additional contributions to the Fund:
 - As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
 - The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service, will be the pre-sacrificing salary.
 - Any such arrangement will be by mutual agreement between each individual employee and the CWT.

- The application must be in writing and detail the percentage of salary to be salary sacrificed, together with a statement that the “cash” component is adequate for his/her ongoing living expenses.
- Any agreement may only apply to future salary arrangements and will not operate retrospectively.
- The employee may rescind their agreement to salary sacrifice, provided one month's notice in writing is given to the CWT.
- The employee will bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- Salary sacrifice contributions will be treated as CWT contributions and may be subject to the superannuation surcharge and are likely to be preserved.
- The employee acknowledges and understands that his/her take home pay will be reduced.

6.7 Uniform allowance

6.7.1 St Martins employees

- During the life of this Agreement, the CWT will supply all employees the following uniform items to each full time employee and to each part time or casual employee on a pro rata basis:
 - An initial supply of two work shirts on confirmation of employment with an appropriate St Martins logo.
 - Full-time employees are eligible for an annual supply of one work shirt with an appropriate St Martins logo, concurrent with a July – June financial year.
 - Part-time and casual employees are eligible for an annual supply of one work shirt with an appropriate St Martins logo may be purchased by an employee at their own cost.
- During the life of this Agreement the CWT will supply Cooks and Maintenance employees with appropriate personal protective equipment as uniform.

6.7.2 Community Services employees

The parties agree that the current practice of providing a corporate uniform in line with the Corporate Uniform policy will be maintained for the life of this Agreement.

6.8 On-call allowance

- 6.8.1 An employee who is rostered to be on call at his/her private residence, or any other mutually agreed place between rostered shifts of ordinary hours on Monday to Friday inclusive, must receive an additional amount as set out in Schedule 4 for the period or part thereof.
- 6.8.2 An employee who is rostered to be on call at his/her private residence, or any other mutually agreed place on a Saturday, Sunday, Public Holiday or any other day he/she would normally be rostered off, must receive an additional amount as set out in Schedule 4 for the period or part thereof.

6.8.3 Should an employee rostered to be on call be recalled to duty, they are, in addition to the rates prescribe in clauses 6.8.1 and 6.8.2, entitled to receive normal overtime provisions in accordance with clause 7.10.

6.9 Meal allowance

6.9.1 When an employee is required to work more than two hours overtimes (as defined in clause 7.10) immediately before the commencement of a rostered shift or immediately after the completion of a rostered shift, the employee is entitled to a meal allowance of an amount as set out in Schedule 4.

6.9.2 The meal allowance is not payable if:

- The employee is given notice at least 24 hours in advance of the requirement to work overtime, or
- The CWT provides a suitable meal to the employee.

6.10 Overpayment of wages

6.10.1 When an employee is paid for work not subsequently performed or is overpaid in any other manner, the CWT is entitled to negotiate with the employee to make adjustment to the subsequent wages or salaries of the employee.

6.10.2 The CWT is required to notify the employee in writing of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

6.11 First aid allowance

6.11.1 An employee required by the CWT to perform first aid duties in respect to other employees will be paid an allowance as set out in Schedule 4.

6.11.2 An employee required to perform first aid duties will hold a relevant and up to date first aid certificate. The number of employees required by the CWT to perform first aid duties will be in accordance with the Approved Code of Practice of the Occupational Health Safety and Welfare Act 1986 (SA).

6.11.3 All costs associated with obtaining and maintaining the relevant certificate will be met by the CWT.

6.11.4 Employees are entitled to be paid at their ordinary hourly rate for all hours spent in attending courses to obtain and maintain the relevant certificate.

6.12 Vehicle allowance

6.12.1 When employees are required to use their own vehicle for work business purposes they will be paid a vehicle allowance as set out in Schedule 4

6.12.2 An employee required to travel by other means in connection with their work must be reimbursed all reasonable travelling expenses so incurred. However when an employee is required to travel by air transport the CWT must provide an air fare to the employee prior to departure.

6.12.3 An employee required to travel intra or interstate on official business must be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof or reasonable costs so incurred are to be provided by the employee to the CWT.

6.13 Increments

- 6.13.1 A full time employee is entitled to move to the next increment within their classification on completion of each 12 months service with the CWT, until the maximum wage for that classification is attained.
- 6.13.2 Incremental progressed for part time and casual employees within their classification level will occur on completion of 1560 actual ordinary hours of work. However no part time or casual employee will move to the next increment in less than 12 months.

6.14 Classification of employees

- 6.14.1 The aim of the classification criteria and structure is to assist the CWT and employees to understand and provide clarity as to the roles and duties of employees at each classification. These duties are aimed at providing services in either a health care setting or in the community by an employee classified Health Services Employee who provides direct and / or indirect client contact services to maintain the environment when clients are being cared for and includes performing relevant administrative duties.
- 6.14.2 The intention of this range of duties is to achieve multi skilled employees. This will remove lines of demarcation to enable them to:
- Perform a range of duties at the classification level to which they have been appointed
 - Meet the identified requirements of the employer
 - Describe the conditions under which they are to be performed
- 6.14.3 Classification criteria are set out in Schedule 2 and are the primary guide to classification of an employee, as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The characteristics must be read as a whole to obtain a clear understanding of the essential feature of any particular level and the competency required.
- 6.14.4 The duties set out in Schedule 2 are a non-exhaustive list that may be undertaken within the particular classification level and are an indicative guide only. Employees at any particular classification level may be expected to undertake duties of any level lower than their own.
- 6.14.5 Upon certification of this Agreement, all existing hospitality employees appointed at Level 2 will be provided with a one off reclassification to Level 3, effective 1 July 2014. This is in recognition of the work currently undertaken and requires the affected employees to sign a Level 3 job description. Employees no longer in the employ of the CWT at the date of certification of the Agreement will be excluded from this reclassification.
- 6.14.6 Upon certification of this Agreement, the following positions will be reclassified to Level 7 as follows:
- Level 6 Maintenance Officer becomes Team Leader Maintenance
 - Level 6 Lifestyle Coordinator becomes Team Leader Lifestyle
 - Level 6 Head Cook becomes Team Leader Catering
- The affected employees will be required to sign a new job description which is reflective of the responsibilities and job title.

7. Working arrangements

7.1 Ordinary working hours

- 7.1.1 The ordinary working hours for a full time employee will be an average of 76 hours per fortnight within a work cycle not exceeding 14 consecutive days.
- 7.1.2 The ordinary working hours for a part time employee will be a minimum of 36 but less than 76 ordinary working hours per fortnight within a work cycle not exceeding 14 consecutive days.
- 7.1.3 The ordinary working hours of work for a casual employee will be less than an average of 36 hours per fortnight within a work cycle not exceeding 14 consecutive days.

7.2 Rosters

- 7.2.1 Except as provided in clause 7.4, the ordinary working hours must not exceed eight hours in any one day or shift.
- 7.2.2 The ordinary working hours for each employee, other than employees for whom no fixed hours of duty are specified by this clause, must be displayed on a roster in a place conveniently accessible to employees at least seven days before the commencement of the day on which the roster commences, however a roster may be altered at any time to enable the services of the establishment to be carried on in an emergency or when another employee is absent from duty.
- 7.2.3 A roster may be changed without penalty when there is a mutual agreement between the employer and employee as to any such change in these circumstances:
 - The agreement is not a condition of employment, and
 - The agreement relates only to the specific roster change.

7.3 Night duty

The period of night duty to be worked by an employee must not exceed two months in any six-monthly period, but the provisions of this clause may be varied by agreement with the employee, except that this will not apply if the employee is required to perform duty to enable the services to be carried on in an emergency or when other employee is absent from duty because of illness.

7.4 Mutual agreement

- 7.4.1 This clause includes part time employees.
- 7.4.2 The ordinary working hours may, by mutual agreement between the manager/supervisor and the employee, be worked in a manner other than as prescribed in clause 7.2, but the following conditions will apply:
 - The mutual agreement as to ordinary working hours is requested, at the initiative of the employee in writing and signed by the employee
 - The written agreement must include that the employee is aware that they are not obliged to work in excess of eight hours per day without the payment of overtime for time worked in excess of eight hours, unless agreed to as provided by this clause.

- The spread of ordinary working hours in any day or shift must not exceed 12 hours
- Mutual agreement is not a condition of employment, and
- If an employee requests, the CWT permits the employee's representative to inspect the agreement.

7.4.3 When a mutual written agreement has been made as provided by this clause and the daily ordinary hours exceed eight hours, such hours worked in excess of eight but not more than 12 hours, must not be regarded as overtime.

7.4.4 A mutual agreement as provided by this clause may be rescinded by either party giving seven clear days' notice in writing to the other party to the agreement.

7.5 Implementation of working hours

7.5.1 The method of implementation of the 76 hour fortnight may be one of the following:

- By employees working less than 8 ordinary hours each day, or
- By employees working less than 8 ordinary hours on one or more days each fortnight, or
- Any other arrangement mutually agreed between the CWT and an employee.

7.6 Day / night off in each week

7.6.1 In the case of day shift, all employees must receive one clear day off each week.

7.6.2 In the case of night shift, all employees must receive one clear night off each week. Except that, during any working period not exceeding three consecutive weeks the night off may, with approval of the employer, be deferred and be taken in consecutive nights, at a mutually agreed time.

7.7 Minimum engagement

7.7.1 An employee will be engaged for a minimum of two hours on each shift, this does not apply to employees engaged in home based care.

7.7.2 All employees engaged in home based care will be engaged for a minimum of 30 minutes on each shift.

7.7.3 An employee will be engaged for a minimum of 1.5 hours for the purposes of attending mandatory training that is required to be completed for accreditation purposes.

7.8 Shift work

7.8.1 Penalty rates for afternoon and night shift

- For the purpose of this clause, afternoon and/or night shift means a complete rostered shift of eight continuous hours which commences no earlier than 12 noon and finishes no later than 8.00 a.m.
- An employee, whilst working on any afternoon or night shift from Monday to Friday inclusive, except on a public holiday, must for such shift be paid an additional payment calculated at the rate of 15 percent of the appropriate ordinary rate of pay.

- The additional payment prescribed by this clause is not part of the employee's ordinary rate of pay.

7.8.2 Casual/part-time employees

For the purposes of this clause, a shift worked by a casual or part-time employee (other than the time worked in accordance with the employee's own request) may be of a shorter duration than that prescribed by clause 7.8.1(a).

7.8.3 Permanent afternoon or night shift

Employees required by the CWT to work permanently on afternoon or night shifts must be paid 30 percent more than the ordinary rate prescribed. However, employees who work permanently on such afternoon or night shifts at their own request will be paid the penalty rate prescribed by clause 7.8.1(b).

7.8.4 Early morning workers

An employee who commences work prior to 6.00 a.m. Monday to Friday inclusive, except on a public holiday, must receive an additional payment of all hours worked up until 7.00 a.m. calculated at the rate of 15 percent of the appropriate ordinary hourly rate of pay.

7.8.5 Eight hour break

An employee must whenever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. However, when the ordinary hours of work on a rostered shift have exceeded eight hours the period free from duty must be at least equal to the number of ordinary hours of that rostered shift.

7.8.6 Broken shift

Broken shift means any period of rostered duty which is not continuous but excluding meal breaks of 60 minutes or less.

- Calculation of payment
 - Employees working a broken shift on Monday to Friday inclusive must be paid an additional 10 percent, to be calculated on the ordinary rates prescribed for each such broken shift worked. When the second part of a broken shift finishes at or after 7.30 p.m., the additional payment must be 15 percent calculated at the ordinary rate.
- The additional payments prescribed by clause 7.8.6 (a) do not form part of the employee's ordinary pay.
- Employees required to work broken shifts must be reimbursed for fares actually incurred in travelling to and from the workplace to a maximum amount as set out in Schedule 4 for the second portion of the broken shift only.
- These provisions do not apply when an employee requests to work hours other than those displayed on a roster, as per clause 7.4 Mutual Agreement.

7.9 **Breaks**

7.9.1 Employees will be allocated a rostered 10 minute break, at the manager's discretion, during any shift totaling 4 hours or more.

7.9.2 By arrangement with the employees on each shift an unpaid meal break must be allowed which must not be less than 30 minutes but not more than 60 minutes and which must be free of all duties. Such meal breaks will not be regarded as working time.

7.9.3 When an employee is directed by the CWT not to leave the premises during an unpaid meal break or is otherwise unable to take an unpaid meal break free of all

duties, they must:

- From Monday to Friday, receive an allowance as set out in Schedule 4 for each half hour of the meal break, or
- On Saturday, Sunday and Public Holidays, receive an allowance as set out in Schedule 4 for each half hour of the meal break.

7.9.4 If an employee in receipt of such an allowance is recalled to work, the provisions of clause 7.9.5 will apply.

7.9.5 When an employee is interrupted during a meal break by a call, the extent of the interruption will be counted as time worked and the employee must be allowed to continue such meal break as soon as practicable. Should it be impracticable for the employee to complete such meal break during the remainder of the ordinary working hours the employee must receive the appropriate overtime pay for the time so worked.

7.10 Overtime

7.10.1 Payment for overtime

In computing overtime payments each day's work stands alone. All authorised time worked by employees in excess of the ordinary hours as prescribed in clauses 7.1, 7.2.1 and 7.4 must be paid for, in accordance with the following:

- a) On Monday to Friday inclusive, at the rate of time and a half for the first three hours and double time thereafter
- b) On Saturday before noon at the rate of time and a half for the first three hours and double time thereafter
- c) On Saturday afternoon or Sunday, at the rate of double time.

7.10.2 Requirement to work reasonable overtime

- a) Subject to clause 7.10.2(b) the CWT may require any employee to work reasonable overtime at the overtime rates set out in clause 7.10.1.
- b) An employee may refuse to work overtime in circumstances when the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - Any risk to employee health and safety
 - The employee's personal circumstances including any family responsibilities
 - The needs of the workplace
 - The notice (if any) given by the CWT of the overtime and by the employee of his or her intention to refuse it
 - Any other relevant matter.
- c) An employee and the CWT may agree that the employee may take breaks during any additional hours worked by the employee.

7.10.3 Recall to work

An employee, who is recalled to work overtime after leaving the workplace to enable the services to be carried on in an emergency or due to another employee being absent from duty, must be paid for a minimum of three hours work at the appropriate rate for the time so recalled. However, an employee must not be required to work the full three hours in the event of the emergency ceasing to exist or on the event of the absent rostered employee or a substitute reporting for duty.

7.10.4 Transport

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available (other than the use of a personal vehicle), the CWT must provide the employee with a conveyance to reach the employee's home.

7.10.5 Time off in lieu of overtime

By agreement between the manager/supervisor and the employee, an employee may take time off in lieu of payment for overtime worked on a time for time basis.

7.10.6 Eight hour break

- a) An employee (other than a casual employee), who works so much overtime between the termination of ordinary work one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty or a period free from duty that is at least equal to the number of ordinary hours of the shift being worked must, subject to clause 7.10.6(b), be released after completion of such overtime until such employee has eight consecutive hours off duty without loss of pay for ordinary time occurring during such absences.
- b) If, on instructions of the CWT, such an employee resumes or continues to work without having the number of consecutive hours off duty as specified in clause 7.10.6(a), the employee must be paid at appropriate overtime rates until so released and will then be entitled to be absent until having had such consecutive hours off duty without loss of pay occurring during such absence.

7.11 Saturday, Sunday and Public Holiday Work

Every employee who is rostered to work on Saturdays, Sundays and public holidays must work as required.

7.11.1 Saturday and Sunday Work

An employee must be paid for work done during ordinary hours (i.e. not being overtime) between 12 midnight on Friday and 12 midnight on the following Sunday, except on a public holiday, an additional payment calculated at the rate of 75 percent of the appropriate rate prescribed in Schedule 1 of this Agreement.

7.11.2 Public Holiday Work

- a) Payment
 - Employees must be paid an additional 150 percent of the appropriate ordinary hourly rate as prescribed in Schedule 1 of this Agreement for all time worked on the public holidays designated in clause 8.10.1.
- b) Refusal to work
 - If an employee is rostered for duty on a public holiday and refuses to work as rostered, such employee will not be paid for such day.
- c) Casual employees
 - A casual employee will be paid at the rate of 250 percent for work performed on a public holiday.

8. Leave

8.1 Annual leave

This clause applies on a pro rata basis for part time employees and does not apply to casual employees.

8.1.1 Entitlement to annual leave

An employee, other than a casual employee, is entitled to 5 weeks annual leave if the employee is regularly rostered for duty over seven days of the week. Any other employee, other than a casual employee, is entitled to 4 weeks annual leave.

8.1.2 Crediting of annual leave

In accordance with the Act, each month the CWT must credit to an employee the amount of annual leave accrued by the employee since the CWT last credited an amount of annual leave to the employee.

8.1.3 Accrual of annual leave entitlement

An employee is entitled to accrue an amount of paid annual leave, for each completed 4 week period of continuous service with the employer, of 1/13 of the number of nominal hours (refer section 229 of the Act) worked by the employee for the employer during that 4 week period.

8.1.4 Additional leave entitlement for shift workers

- An employee who is a shift worker is entitled to accrue an amount of paid annual leave in addition to the amount prescribed in clause 8.1.1, for each completed 12 month period of continuous service with the employer, of 1/52 of the number of nominal hours worked by the employee, for the CWT, as a shift worker during that 12 month period.
- To qualify as a shift worker an employee must:
 - Be employed in a business in which shifts are continuously rostered 24 hours a day, 7 days per week, and
 - Be rostered to work the rotating roster that includes each of the shifts, and
 - Work not less than 20 Saturdays and not less than 20 Sundays and not less than 7 public holidays during a calendar year.

8.1.5 Taking annual leave

- An employee is entitled to take an amount of annual leave during a particular period if:
 - At least that amount of annual leave is credited to the employee, and
 - the CWT has authorised the employee to take the annual leave during that period.
- To promote a healthy lifestyle and work/life balance the manager will actively encourage employees to take their annual leave entitlement every year.
- An employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (full time equivalent) from the date the employee becomes entitled to the leave. The maximum accrual may be increased in exceptional circumstances by written agreement between the employee and their manager and authorised by their relevant General Manager.

- A full time employee may, by agreement with their manager/supervisor take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 8.4.
- Employees are required to take at least two full week periods (five consecutive days, including public holidays) during an anniversary year subject to clause 8.1.5(c) and (d).
- The CWT commits to developing an annual leave management plan during the life of this Agreement.

8.1.6 Cashing out of annual leave

- An employee is eligible to cash out, in part, his or her accrued annual leave entitlement if:
 - They have an annual leave balance in excess of 304 hours (full time equivalent) annual leave
 - They make an application in writing that is approved by their General Manager
 - The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work life balance is being maintained through the taking of appropriate leave breaks.
- An employee is not entitled to cash out more than 76 hours (FTE). This is equivalent to up to two weeks per year for full time employees whose hours do not change over the course of a 12 month period.
- Employees will not be able to cash out annual leave in advance of the annual leave being credited.
- The employee is to receive pay in lieu of the amount of annual leave at the employee's ordinary rate of pay at the time the payment is made.
- A written record of the request and the approval must be retained in the employee's payroll file.
- Subject to clause 8.1.5 (a) an employee will be entitled to take the cashed out value of annual leave as time off work without pay at a later date should the employee elect to do so.

8.1.7 Annual leave exclusive of public holidays

- Subject to clause 8.1.7 (b) the annual leave is exclusive of any public holiday prescribed by this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there must be added to that period one day for each such holiday.
- If the employee fails to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the annual leave, when the leave has been extended in accordance with clause 8.1.7 (a), without reasonable cause, the employee is not entitled to be paid for any such holiday. Proof of reasonable cause rests with the employee.

8.1.8 Payment for annual leave

- Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.
- Upon termination of employment, an employee must be paid for leave accrued in accordance with clause 8.1.3 which has not been taken.

8.1.9 Annual leave loading

- An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in clause 8.1.8 at the time that payment is made.
- When an employee would have received shift loadings and /or weekend penalty rates had the employee not been going on leave during the relevant period and such loading would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings and weekend penalty rates are to be substituted for the 17.5% loading prescribed in 8.1.9(a).
- Annual leave loading payment is payable on leave accrued in accordance with 8.1.3.

8.2 Purchased leave

- 8.2.1 Employees may purchase between one and four weeks paid leave each year, in return for a pro rata reduction in their annual salary (excluding allowances).
- 8.2.2 The ability to purchase leave is subject to operational requirements and relevant approval and is to be assessed in the same way as applications for Annual Leave and Long Service Leave.
- 8.2.3 Purchased leave is a paid leave entitlement and will be credited to the employee's annual leave balance when the application has been approved.
- 8.2.4 Purchased leave will count as service for all purposes.
- 8.2.5 Employees must complete the purchased leave agreement and purchased leave application forms before 1 May each year and forward both to their manager for approval.
- 8.2.6 An employee will fund the purchased leave with salary sacrifice deductions from their salary. The repayments must be finalised in the 1 July to 30 June financial year following approval.
- 8.2.7 When employment ceases, money owing to or by an employee will be refunded.
- 8.2.8 An employee with an annual leave balance in excess of 304 hours (8 weeks leave FTE) will not be eligible to apply for purchased leave. Annual leave balance refers to the aggregation of an employee's entitlement and accrual, as detailed in the relevant CWT policy.
- 8.2.9 This clause should be read in conjunction with the CWT Purchased leave policy and procedure.

8.3 Bereavement leave

8.3.1 Full time and part time employees

- Paid leave entitlement
 - An employee is entitled to two days bereavement leave on the following occasions:
 - On the death of an immediate family member or household member.
 - The Chief Executive Officer may grant up to five days paid bereavement leave, per occasion, to an employee on the death of an immediate family member or household member when he/she is satisfied such leave is warranted, having regard to the particular circumstances.
 - Evidence of death must be provided by the employee to the satisfaction of the employer, if so requested.
- Unpaid bereavement leave
 - In addition to the entitlement in clause 8.3.1 (a), an employee may take unpaid bereavement leave by agreement with the relevant manager.
 - Evidence of such death will be provided by the employee to the satisfaction of the CWT, if so requested.

8.3.2 Casual employees

- Casual employees are entitled to be unavailable for work, or to leave work upon the death of an immediate family member or household member.
- The relevant manager and the employee will agree on the period for which the employee will be entitled to be unavailable for work. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- The CWT must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

8.4 Personal leave

- 8.4.1 This clause applies to full time employees and to part time employees on a pro rata basis and does not apply to casual employees.
- 8.4.2 An employee is entitled to 83.6 hours (full time equivalent FTE) personal leave per annum paid at his/her normal rate of pay.
- 8.4.3 Personal leave means either paid sick leave or carer's leave or a combination of both.
- 8.4.4 An employee who has a personal leave credit is entitled to take personal leave:
- If they are too sick to work
 - Are on annual leave and are too sick to work for a period of at least 3 days
 - If an immediate family member needs their care and support due to injury, sickness or an unexpected emergency

- 8.4.5 A full time employee may, by agreement, use 10 single annual leave days for the purpose of providing personal care to a family member as outlined in clause 8.4.4 (c).
- 8.4.6 An employee's personal leave entitlement will accrue at the rate of 1.60 hours for each completed 38 ordinary hours of work to a maximum of 83.6 hours per annum.
- 8.4.7 Any personal leave not taken will accumulate from year to year but is not payable upon termination.
- 8.4.8 Any personal leave taken by an employee will be deducted from the employee's personal leave credit.
- 8.4.9 An employee must inform their manager/supervisor of their inability to attend for duty. They must advise the nature of the sickness and estimated duration before the period begins. If the nature or sudden onset of the sickness makes it impracticable to give such notice then it should be given as soon as practicable and not later than 24 hours after the personal leave begins.
- 8.4.10 An employee must provide evidence supporting their claim for personal leave in accordance with clause 8.6 of this Agreement.

8.5 Unpaid personal leave

- 8.5.1 Unpaid personal leave means either unpaid sick or carers' leave, or a combination of both.
- 8.5.2 An employee is entitled to two days unpaid personal leave per occasion.
- 8.5.3 Unpaid personal leave may be a single unbroken period of up to two days or any separate period agreed between the manager/supervisor and the employee.
- 8.5.4 An employee must provide evidence supporting their claim for unpaid personal leave in accordance with clause 8.6 of this Agreement.
- 8.5.5 Unpaid personal leave is only available to full time and part time employees when they have exhausted their entitlement to paid personal leave.
- 8.5.6 A casual employee is entitled to be unavailable for work or to leave work if they are sick or they need to care for members of their immediate family or household who:
- Are sick and require care and support
 - Are involved in an emergency and require care and support.

8.6 Evidence supporting claim for Personal Leave

- 8.6.1 This clause applies to full time and part time employees.
- 8.6.2 An employee will be allowed a total of five days or shifts personal leave per annum without a medical certificate or statutory declaration measured from the anniversary date of the employee's commencement of employment.
- 8.6.3 Any personal leave taken in excess of the five days or shifts per anniversary year will require a medical certificate from a registered health practitioner or a statutory declaration.
- 8.6.4 Notwithstanding clauses 8.6.2 and 8.6.3 St Martin's employees will also be expected to provide a medical certificate or statutory declaration when personal leave is taken on either side of:
- A public holiday
 - A rostered day off

- A programmed day off
- Annual leave.

8.6.5 When providing a statutory declaration as evidence supporting the claim for paid or unpaid leave the employee must include the reason why they were unable to obtain a medical certificate.

8.7 Parental leave

8.7.1 This clause applies to full-time, part-time and eligible casual employees, but does not apply to other casual employees.

8.7.2 Definitions

- **Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- **Child**, for the purpose of this clause, means a child of an employee under school age except for adoption, when child means a child who:
 - Is or will be under the age of five on the day of the placement, and
 - Has no previously lived with the employee for a period of six months or more as at the day of the placement, and
 - Is not a child or stepchild of the employee or the employee's spouse.
- An **eligible casual employee** means a casual employee:
 - Who has been engaged by the CWT on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and
 - Who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement at the CWT on a regular and systematic basis.
- **Government authority** means a person or agency prescribed as a government authority for the purpose of this definition.
- For the purposes of this clause, **spouse** includes a de facto spouse and a former spouse.
- **Primary care giver** means a person who assumes the principal role of providing care and attention to a child.

8.7.3 Employers responsibility to inform

- On becoming aware that an employee is pregnant, an employee's spouse is pregnant, or an employee is adopting a child, the CWT must inform the employee of:
 - The employee's entitlements under this clause
 - The employee's responsibility to provide various notices under this clause.

8.7.4 Basic entitlement

- After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

- Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child, known as short parental leave
 - For adoption leave, an unbroken period of up to three weeks at the time of placement of the child, known as short adoption leave.
- The CWT must not fail to re-engage an eligible casual employee because:
 - The employee or the employee's spouse is pregnant, or
 - The employee is or has been immediately absent on parental leave.
- The right of the CWT in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

8.7.5 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, when an employee takes leave under clause 8.7, an employee may apply to the CWT to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlements set out in clause 8.7.4.

8.7.6 Right to request

- An employee entitled to parental leave pursuant to the provisions of clause 8.7 of this Agreement, may request the CWT to allow the employee:
 - To extend the period of simultaneous unpaid parental leave provided for in clause 8.7.4(b) up to a maximum of eight weeks
 - To extend the period of unpaid parental leave provided for in clause 8.7.4(a) by a further continuous period of leave not exceeding 12 months
 - To return from a period of parental leave on a part time basis until the child reaches school age
 - To assist the employee in reconciling work and parental responsibilities.

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

8.7.8 The employee's request and the CWT decision made under this clause must be recorded in writing.

8.7.9 When an employee wishes to make a request to return to work part time under clause 8.7.6, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

8.7.10 Maternity leave

- An employee will provide their manager at least 10 weeks prior to each proposed period of maternity leave, with:
 - A medical certificate which states, if the child is yet to be born:
 - The employee's name
 - States that the employee is pregnant

- The date on which the birth is expected.
- A medical certificate, if the child has been born:
 - The employee's name
 - The actual date of birth of the child.
- An employee will provide their manager at least four weeks prior to each proposed period of maternity leave, with a statutory declaration that states:
 - First and last days of intended maternity leave
 - First and last days of any paternity leave, or any other authorised leave intended to be taken by the employee's spouse because of the pregnancy
 - That, except in the case of short parental leave, the employee intends to be the primary caregiver of the child at all times while on maternity leave
 - That the employee will not engage in any conduct inconsistent with their contract of employment while on maternity leave.
- The employee will not be in breach of clauses 8.7.10(a) and 8.7.10(b) if the failure to give the required period of notice is because of the birth occurring earlier than expected or other compelling circumstances. However notice must be given no later than two weeks after the date of the birth.
- Subject to clause 8.7.4 and unless agreed otherwise between CWT and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- When an employee continues to work within the six week period immediately prior to the expected date of birth, or when the employee elects to return to work within six weeks after the birth of the child, CWT will require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- Maternity leave may be cancelled by agreement between the CWT and the employee.
- Maternity leave applied for but not commenced is cancelled should the pregnancy terminate other than by the birth of a living child.

8.7.11 Special maternity leave

- When the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- When an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- When an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- When leave is granted, during the period of leave an employee may return to work at any time, as agreed between the manager and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

8.7.12 Paternity leave

- An employee will provide their manager at least 10 weeks prior to each proposed period of paternity leave, with:
 - A medical certificate which states, if the child is yet to be born:
 - The name of the employee's spouse
 - States that the employee's spouse is pregnant
 - The date on which the birth is expected.
 - A medical certificate, if the child has been born:
 - The name of the employee's spouse
 - The actual date of birth of the child.
 - Written notification of:
 - The first and last days of intended paternity leave, including any short parental leave as provided for in clause 8.7.4(b).
 - Statutory declaration which states:
 - First and last days of intended paternity leave
 - First and last days of any maternity leave, or any other authorised leave intended to be taken by the employee's spouse because of the pregnancy
 - That, except in the case of short parental leave, the employee intends to be the primary caregiver of the child at all times while on paternity leave
 - That the employee will not engage in any conduct inconsistent with their contract of employment while on maternity leave.
- The employee will not be in breach of clause 8.7.12(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- Paternity leave may be cancelled by agreement between the CWT and the employee.
- Paternity leave applied for but not commenced is cancelled should the pregnancy terminate earlier than by the birth of a living child.

8.7.13 Adoption leave

- Within eight weeks of notice of confirmation of approval for adoption by a government authority, an employee must notify their manager of:
 - Their intention to apply for adoption leave
 - The date on which the child will be placed in the employee's care.
- The employee must provide their manager at least 10 weeks in advance of the first day of adoption leave with:
 - Statutory declaration which states:
 - Type of leave to be taken, including any short adoption leave
 - The first and last days of any other authorised leave taken because of the adoption of the child
 - The first and last days of adoption leave taken by the employee's spouse

- That the child is an eligible child
 - That, except in the case of short adoption leave, the employee will be the primary caregiver
 - That the employee will not engage in any conduct inconsistent with their contract of employment while on adoption leave.
- The employee must provide their manager at least 14 days in advance of the first day of short adoption leave with a written application stating the first and last days of intended leave.
 - An employee may commence adoption leave prior to providing the notice in clause 8.7.13(b), when through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
 - When the placement of child for adoption with an employee does not proceed or continue, the employee will notify their manager/supervisor immediately and the manager/supervisor will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
 - An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
 - An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interview or examinations as are necessary as part of the adoption procedure. The employee and their manager/supervisor should agree on the length of the unpaid leave, known as pre-adoption leave. When agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. When paid leave is available to the employee, the manager/supervisor may require the employee to take such leave instead.
 - Adoption leave may be cancelled by agreement between the CWT and the employee.
 - Adoption leave applied for and not commenced is cancelled should the placement of a child proposed for adoption not proceed.

8.7.14 Special Adoption Leave

- An employee who has received approval to adopt a child who is overseas, is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child
- Special adoption leave taken under this clause does not affect any entitlement under clause 8.7.4.
- Special adoption leave may be taken concurrently by an employee and the employee's spouse.

8.7.15 Parental leave and other entitlements

- An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 8.7.6.
- Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.

8.7.16 Part time work

- An employee who is pregnant, or is entitled to parental leave, by agreement with the relevant General Manager, may reduce the employee's hours of employment to an agreed extent, subject to:
 - When the employee is pregnant, to do so is necessary or desirable because of the pregnancy
 - When the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

8.7.17 Transfer to a safe job

- An employee who is pregnant is entitled to be transferred to a safe job if the employee provides a medical certificate that states that although she is fit to work, the work assigned is hazardous or it is inadvisable for her to continue to her current position because of illness or risks arising out of the pregnancy.
- The employee is entitled to be transferred to a safe job without any other changes to the employee's terms and conditions of employment.
- If the CWT does not think it is reasonably practicable to provide the employee with a safe job, the employee is entitled to, or may be directed to, commence paid leave. This leave is in addition to any other paid leave to which the employee is entitled, such as annual leave or personal leave, and must be paid at the employee's basic periodic rate of pay, immediately before the period begins.
- The paid leave in clause 8.7.17(c) ends at the earlier of the following dates:
 - The date on the medical certificate
 - The day before the child is born, or
 - When the pregnancy does not result in the birth of a living child, the day before the pregnancy ends.
- Leave paid in clause 8.7.17(c) does not reduce an employee's entitlement to 52 weeks of unpaid maternity leave.

8.7.18 Returning to work after a period of parental leave

- An employee will notify, in writing, of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 8.7.17, the employee will be entitled to return to the position they held immediately before such transfer.
- When such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

8.7.19 Replacement employees

- A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- The CWT will inform the replacement employee of the temporary nature of their employment, as well as the rights of the employee who is being replaced.

8.7.20 Communication during parental leave

- When an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CWT will take reasonable steps to:
 - Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave
 - Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- The employee shall take reasonable steps to inform their manager/supervisor about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- The employee will also notify their manager/supervisor of changes of address or other contact details which might affect the CWT capacity to comply with this clause.
- An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.
- CWT must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on parental leave. Otherwise the rights of the employer in relation to termination of employment are not affected by this clause.

8.8 Long service leave

- 8.8.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), including the cashing out provisions.
- 8.8.2 Long service leave must be taken within 12 months of each ten year entitlement becoming due.
- 8.8.3 An employee may apply to defer all or part of the ten year entitlement each twelve months for a maximum of five years from the time the ten year entitlement becomes due.
- 8.8.4 An employee may apply to take long service leave after seven years in the following manner:
- At half pay for the full entitlement, thus doubling the period of leave to be taken
 - Cashing out all or part of their accrued leave
 - Taking the leave as normal.
- 8.8.5 The relevant Policy should be followed when applying for or cashing out long service leave.

8.9 Community services leave

8.9.1 Emergency services leave

- The CWT supports participation by employees in the country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valued community protection against loss of life and property.
- The Chief Executive Officer may approve emergency services leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract employees.
- Attendance at incidents of a minor, non-emergency nature will not be approved as Emergency Services leave.
- Employees who are members of the CFS and SES should give prior advice of their membership to their manager and payroll.
- When possible, employees should advise their manager/supervisor in advance by telephone if they are required to participate in CFS/SES activity which could involve an absence from work.
- Leave applications must be made via the CWT payroll system and approved by an employee's manager/supervisor.

8.9.2 Defence Force Reserves training

- A permanent employee who is a member of the Defence Force Reserves and is required to attend compulsory training is entitled to up to four weeks leave of absence in any twelve month period.
- Each period of leave for the purposes of this clause must be a minimum of five consecutive days.
- The CWT will make-up the difference in pay between what the employee would normally have received as standard pay and the amount paid by the Defence Force for the whole period of absence.
- Allowances usually paid during absences will continue to be paid.
- Any overtime foregone as a result of attendance at Defence Force Training will not be compensated.
- Prior notice of the requirements to attend and certification of attendance and completion of training is required.

8.10 Public holidays

8.10.1 The following public holidays must be allowed without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- The day after Good Friday
- Easter Monday
- Anzac Day
- Adelaide Cup Day
- Queen's Birthday

- Labour Day Christmas Day
- Proclamation Day
- Any other day which by any Act of Parliament or by proclamation may be created and gazette in the South Australian Government Gazette as a public holiday or may be substituted for any of such holidays.

8.10.2 Employee not required to work

- When a public holiday falls upon a day when the employee would normally work and the employee is not required to work on such day, the employee must be paid at the ordinary rate of pay for such public holidays as if the employee had actually worked the normal number of hours on that day.
- This clause does not apply to casual employees.

8.10.3 Seven day shift workers

If a public holiday falls between a Monday and Friday inclusive:

- A full time seven day shift worker, who does not work on any public holiday because it is the employee's rostered day off, is entitled to receive an extra 7 hours 36 minutes in pay in respect of such day
- A part time seven day shift worker who does not work on any such day because it is the employee's rostered day off, must receive an extra day's pay in respect of such day, but payment will not exceed 7 hours and 36 minutes pay.

8.10.4 Payment on 25 December when Christmas falls on Saturday or Sunday

- This clause applies to full time and part time employees but does not apply to casual employees.
- This clause applies when Christmas Day falls on a Saturday or Sunday and a substitute public holiday has been proclaimed.
- An employee who works on 25 December or the substitute public holiday will be paid an additional 150% of the ordinary rate for the actual hours worked on that date. This payment is in substitution of other penalties that would usually apply to Saturday or Sunday work.
- An employee who is rostered to work on both 25 December and the substitute public holiday will be paid in accordance with clause 8.10.4(c) provided that such an employee may elect to be paid at ordinary time rates for work on that substitute public holiday and take an additional day off work at a time convenient to the CWT.

8.11 Cultural leave

8.11.1 The parties to the Agreement are committed to encouraging a greater diversity of cultures within the CWT staffing complement. They recognise that some employees may have special cultural ceremonies and days that need to be observed which may conflict with their employment responsibilities

8.11.2 An employee may use existing leave or apply for compassionate leave, when relevant, for the purposes of attending special events, ceremonies and rituals associated within their culture.

9. Employee Development and Training

9.1 General training

- 9.1.1 The CWT will ensure employees are appropriately trained to undertake the duties associated with their position. Individual training plans will be developed with employees as part of the performance review program and corporate training will be available to all employees and volunteers when appropriate.
- 9.1.2 It is agreed that the majority of mandatory employee training and development will be conducted during the ordinary hours of work. However, training may need to be arranged to suit operational situations resulting in some training being provided outside of normal operational hours.
- 9.1.3 An employee may decline to attend out of hours training if it results in unreasonable hours, or unreasonably conflicts with personal circumstances.

9.2 Performance development and/or review program

- 9.2.1 Employees recognise that they have a responsibility for their own development.
- 9.2.2 Individual training plans are developed with employees as part of the CWT performance development and/or review program.
- 9.2.3 The CWT performance development and/or review program provides a formal framework for the assessment of employee performance. It is used to gain an insight into the quality of the work being undertaken by an employee and provides an opportunity for the manager/supervisor and the employee to:
- Define work goals
 - Establish mutually agreed achievable outcomes and key performance indicators
 - Acknowledge an employee's strengths and opportunities for improvement
 - Identify, plan and budget for additional resources and individual training needs
 - Identify individual productivity gains
 - Encourage and promote positive communication
 - Discuss individual career aspirations, expectations and opportunities
 - The parties agree that during the life of this Agreement, they will support the performance development and/or review program by their active involvement and participation.
- 9.2.4 The information contained in a performance development and/or program is confidential and will remain in the employee's file, held in Human Resources.

9.3 Association/Union training leave

- 9.3.1 Employees who are elected Workplace Representatives will be allowed leave with pay to a maximum of five rostered shifts per annum to attend association training courses conducted or approved by the Association/Union.
- 9.3.2 Not less than 14 days notice must be given to the CWT of the date of commencement of the training course.
- 9.3.3 All applications for leave must be made in writing by the Association/Union to the CWT and must include:
- The name of the employee seeking leave

- An agenda outlining the dates and times on which the course is to be conducted, including start and finish times
 - Title and description of course
 - If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course.
- 9.3.4 The scope, content and level of the course must be in accordance with the principle of promoting better industrial relations with the CWT.
- 9.3.5 An employee who is an elected Workplace Representative must have successfully completed their probation period with the CWT before becoming eligible for the leave.
- 9.3.6 The granting of leave is subject to the CWT operational requirements and being able to make adequate staffing arrangements during the period of such leave.
- 9.3.7 No more than one employee of the CWT covered by this Agreement will be on such leave at any one time.
- 9.3.8 Approval may be sought by the Association/Union for more than one employee who is an elected Workplace representative to attend an Association/Union training course at any one time if there is a substantial reason for such attendance. Approval will be sought in writing from the relevant General Manager for such leave.
- 9.3.9 An employee will not be entitled to payment for attendance at Association/Union leave unless the employee would have been rostered to attend for work on the day concerned.
- 9.3.10 The CWT will not be liable for any expense associated with an employee's attendance at an Association/Union course other than for the payment of the hours for such absence.
- 9.3.11 When a paid rostered or programmed day off falls during an employee's attendance at a course, a day in lieu will not be granted.
- 9.3.12 In the instance when a paid RDO or PDO falls during an employee's attendance at an Association/Union course, the day off will not count as a training day for the purposes of the total number of days permitted per year.
- 9.3.13 When an employee attending such a course is recalled to work by the CWT due to unforeseen circumstances all time spent at the course prior to recall will be reinstated as if such leave was not taken.
- 9.3.14 When an employee fails to attend the course for which leave has been granted by the CWT, the Association/Union will notify the CWT as soon as possible of the period of non-attendance. The CWT will not be required to make payments for any period of leave granted unless the employee can substantiate that the failure to attend this course due to illness. In this regard payment will be made in accordance with clause 8.4.
- 9.3.15 Upon request, an employee granted such leave will provide to the CWT a brief report on the course content within a reasonable time after the course completion.
- 9.3.16 Leave taken in accordance with this clause will be counted as continuous service for the purposes of the Award and this Agreement and for the purpose of long service leave entitlements.
- 9.3.17 Any dispute regarding the operation of this clause will be resolved in accordance with clause 3.2.

9.4 Buddy Shifts

In line with current practice, the skills and experience of new employees will be assessed prior to their first shift and appropriate buddy shifts will be rostered as required.

Schedule 1 – Rates of Pay

St Martins

3% effective from the first full pay period on or after 1 July 2014

1 July 2014

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$37,903.29	\$1,453.18	\$726.59	\$19.1208	CL1/1C	\$23.9010
CL1/2	\$38,699.35	\$1,483.70	\$741.85	\$19.5224	CL1/2C	\$24.4030
CL1/3	\$39,419.24	\$1,511.30	\$755.65	\$19.8855	CL1/3C	\$24.8569
CL2/1	\$39,551.74	\$1,516.38	\$758.19	\$19.9524	CL2/1C	\$24.9405
CL2/2	\$39,880.39	\$1,528.98	\$764.49	\$20.1182	CL2/2C	\$25.1477
CL3/1	\$40,145.39	\$1,539.14	\$769.57	\$20.2518	CL3/1C	\$25.3148
CL3/2	\$40,871.54	\$1,566.98	\$783.49	\$20.6182	CL3/2C	\$25.7727
CL4/1	\$41,335.30	\$1,584.76	\$792.38	\$20.8521	CL4/1C	\$26.0651
CL4/2	\$42,033.28	\$1,611.52	\$805.76	\$21.2042	CL4/2C	\$26.5053
CL5/1	\$42,731.26	\$1,638.28	\$819.14	\$21.5563	CL5/1C	\$26.9454
CL5/2	\$44,134.00	\$1,692.06	\$846.03	\$22.2639	CL5/2C	\$27.8299
CL6/1	\$44,879.45	\$1,720.64	\$860.32	\$22.6400	CL6/1C	\$28.3000
CL6/2	\$46,020.32	\$1,764.38	\$882.19	\$23.2155	CL6/2C	\$29.0194
CL7	\$47,860.74	\$1,834.94	\$917.47	\$24.1441		\$30.1801

St Martins

3% effective from the first full pay period on or after 1 July 2015

1 July 2015

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$39,039.99	\$1,496.76	\$748.38	\$19.6942	CL1/1C	\$24.6178
CL1/2	\$39,860.04	\$1,528.20	\$764.10	\$20.1079	CL1/2C	\$25.1349
CL1/3	\$40,601.32	\$1,556.62	\$778.31	\$20.4818	CL1/3C	\$25.6023
CL2/1	\$40,737.99	\$1,561.86	\$780.93	\$20.5508	CL2/1C	\$25.6885
CL2/2	\$41,076.55	\$1,574.84	\$787.42	\$20.7216	CL2/2C	\$25.9020
CL3/1	\$41,349.38	\$1,585.30	\$792.65	\$20.8592	CL3/1C	\$26.0740
CL3/2	\$42,097.44	\$1,613.98	\$806.99	\$21.2366	CL3/2C	\$26.5457
CL4/1	\$42,575.28	\$1,632.30	\$816.15	\$21.4776	CL4/1C	\$26.8470
CL4/2	\$43,294.13	\$1,659.86	\$829.93	\$21.8403	CL4/2C	\$27.3003
CL5/1	\$44,012.98	\$1,687.42	\$843.71	\$22.2029	CL5/1C	\$27.7536
CL5/2	\$45,457.97	\$1,742.82	\$871.41	\$22.9318	CL5/2C	\$28.6648
CL6/1	\$46,225.34	\$1,772.24	\$886.12	\$23.3189	CL6/1C	\$29.1487
CL6/2	\$47,400.64	\$1,817.30	\$908.65	\$23.9118	CL6/2C	\$29.8898
CL7	\$49,296.35	\$1,889.98	\$944.99	\$24.8682		\$31.0852

St Martins

3% effective from the first full pay period on or after 1 July 2016

1 July 2016

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$40,211.12	\$1,541.66	\$770.83	\$20.2850	CL1/1C	\$25.3563
CL1/2	\$41,055.69	\$1,574.04	\$787.02	\$20.7111	CL1/2C	\$25.8888
CL1/3	\$41,818.87	\$1,603.30	\$801.65	\$21.0961	CL1/3C	\$26.3701
CL2/1	\$41,959.72	\$1,608.70	\$804.35	\$21.1671	CL2/1C	\$26.4589
CL2/2	\$42,308.71	\$1,622.08	\$811.04	\$21.3432	CL2/2C	\$26.6789
CL3/1	\$42,589.37	\$1,632.84	\$816.42	\$21.4847	CL3/1C	\$26.8559
CL3/2	\$43,359.86	\$1,662.38	\$831.19	\$21.8734	CL3/2C	\$27.3418
CL4/1	\$43,852.30	\$1,681.26	\$840.63	\$22.1218	CL4/1C	\$27.6523
CL4/2	\$44,592.54	\$1,709.64	\$854.82	\$22.4953	CL4/2C	\$28.1191
CL5/1	\$45,333.30	\$1,738.04	\$869.02	\$22.8689	CL5/1C	\$28.5862
CL5/2	\$46,821.59	\$1,795.10	\$897.55	\$23.6197	CL5/2C	\$29.5247
CL6/1	\$47,611.91	\$1,825.40	\$912.70	\$24.0184	CL6/1C	\$30.0230
CL6/2	\$48,822.16	\$1,871.80	\$935.90	\$24.6289	CL6/2C	\$30.7862
CL7	\$50,774.73	\$1,946.66	\$973.33	\$25.6139		\$32.0174

Community Services

3% effective from the first full pay period on or after 1 July 2014

1 July 2014

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$38,061.10	\$1,459.23	\$729.61	\$19.2003	CL1/1C	\$24.0004
CL1/2	\$38,914.79	\$1,491.96	\$745.98	\$19.6310	CL1/2C	\$24.5387
CL1/3	\$39,687.37	\$1,521.58	\$760.79	\$20.0208	CL1/3C	\$25.0260
CL2/1	\$39,829.78	\$1,527.04	\$763.52	\$20.0926	CL2/1C	\$25.1157
CL2/2	\$40,181.64	\$1,540.53	\$770.26	\$20.2701	CL2/2C	\$25.3377
CL3/1	\$40,466.47	\$1,551.45	\$775.72	\$20.4138	CL3/1C	\$25.5172
CL3/2	\$41,246.09	\$1,581.34	\$790.67	\$20.8071	CL3/2C	\$26.0088
CL4/1	\$41,734.10	\$1,600.05	\$800.02	\$21.0532	CL4/1C	\$26.3165
CL4/2	\$42,439.13	\$1,627.08	\$813.54	\$21.4088	CL4/2C	\$26.7610
CL5/1	\$43,143.37	\$1,654.08	\$827.04	\$21.7642	CL5/1C	\$27.2052
CL5/2	\$44,559.68	\$1,708.38	\$854.19	\$22.4787	CL5/2C	\$28.0983
CL5/2+ (3.16 per hour)	\$52,011.59	\$1,994.08	\$997.04	\$26.2379		
CL6/1	\$45,311.91	\$1,737.22	\$868.61	\$22.8581	CL6/1C	\$28.5727
CL6/2	\$46,464.00	\$1,781.39	\$890.69	\$23.4393	CL6/1C	\$29.2991

Community Services

3% effective from the first full pay period on or after 1 July 2015

1 July 2015

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$39,202.75	\$1,503.00	\$751.50	\$19.7763	CL1/1C	\$24.7204
CL1/2	\$40,082.27	\$1,536.72	\$768.36	\$20.2199	CL1/2C	\$25.2749
CL1/3	\$40,878.06	\$1,567.23	\$783.61	\$20.6214	CL1/3C	\$25.7767
CL2/1	\$41,024.65	\$1,572.85	\$786.42	\$20.6954	CL2/1C	\$25.8692
CL2/2	\$41,387.20	\$1,586.75	\$793.37	\$20.8782	CL2/2C	\$26.0978
CL3/1	\$41,680.63	\$1,598.00	\$799.00	\$21.0262	CL3/1C	\$26.2828
CL3/2	\$42,483.47	\$1,628.78	\$814.39	\$21.4313	CL3/2C	\$26.7891
CL4/1	\$42,986.09	\$1,648.05	\$824.02	\$21.6848	CL4/1C	\$27.1060
CL4/2	\$43,712.24	\$1,675.89	\$837.94	\$22.0511	CL4/2C	\$27.5639
CL5/1	\$44,437.61	\$1,703.70	\$851.85	\$22.4171	CL5/1C	\$28.0214
CL5/2	\$45,896.43	\$1,759.63	\$879.81	\$23.1530	CL5/2C	\$28.9413
CL5/2+ (3.16 per hour)	\$53,572.13	\$2,053.91	\$1,026.95	\$27.0250		
CL6/1	\$46,671.36	\$1,789.34	\$894.67	\$23.5439	CL6/1C	\$29.4299
CL6/2	\$47,857.87	\$1,834.83	\$917.41	\$24.1425	CL6/1C	\$30.1781

Community Services

3% effective from the first full pay period on or after 1 July 2016

1 July 2016

3%

	Annual	Fortnightly	Weekly	F/Time P/Time Hourly		Casual 125%
CL1/1	\$40,378.83	\$1,548.09	\$774.04	\$20.3696	CL1/1C	\$25.4620
CL1/2	\$41,284.69	\$1,582.82	\$791.41	\$20.8265	CL1/2C	\$26.0331
CL1/3	\$42,104.48	\$1,614.25	\$807.12	\$21.2400	CL1/3C	\$26.5500
CL2/1	\$42,255.50	\$1,620.04	\$810.02	\$21.3162	CL2/1C	\$26.6453
CL2/2	\$42,628.75	\$1,634.35	\$817.17	\$21.5046	CL2/2C	\$26.8807
CL3/1	\$42,931.05	\$1,645.94	\$822.97	\$21.6570	CL3/1C	\$27.0712
CL3/2	\$43,758.14	\$1,677.65	\$838.82	\$22.0742	CL3/2C	\$27.5928
CL4/1	\$44,275.63	\$1,697.49	\$848.74	\$22.3353	CL4/1C	\$27.9192
CL4/2	\$45,023.43	\$1,726.16	\$863.08	\$22.7126	CL4/2C	\$28.3908
CL5/1	\$45,770.97	\$1,754.82	\$877.41	\$23.0896	CL5/1C	\$28.8620
CL5/2	\$47,273.35	\$1,812.42	\$906.21	\$23.8476	CL5/2C	\$29.8095
CL5/2+ (3.16 per hour)	\$55,179.11	\$2,115.52	\$1,057.76	\$27.8358		
CL6/1	\$48,071.49	\$1,843.02	\$921.51	\$24.2502	CL6/1C	\$30.3128
CL6/2	\$49,293.74	\$1,889.88	\$944.94	\$24.8667	CL6/2C	\$31.0834

Schedule 2 – Classification Criteria

Definitions

Direct client contact services means all duties performed at the appropriate level associated with the provision of direct client care and service by assisting under supervision and primarily in a general care and/or nursing environment or in a variety of other specialist therapy disciplines.

These services include provision, to any client who so requires, personal assistance with:

- Bathing, showering or personal hygiene
- Toileting
- Dressing or undressing
- Mobility
- Transfer
- Meals and refreshments
- Sensory communication or the fitting of sensory communications aids, and/or
- When a client needs a special diet – the reasonable provision of such diet to that person, and/or
- Provision to any client who requires it, rehabilitative support or assistance to obtain access to such support or to meet a professionally determined therapeutic need,
- Provision of in-home services consistent with the duties defined by this stream

Diversional therapy means the provision of diversional, leisure and/or recreational activities to individuals and/or groups of clients.

Indirect client contact services means all duties performed at the appropriate level associated with:

- Preparation of food and liquids in catering or cafeteria or dining room areas, including ordering, storage, preparation, cooking, plating, serving and delivery of meals as appropriate but excluding the regulating of food intake, and/or
- Cleaning, washing and basic maintenance of equipment, crockery and utensils including hygiene and removal of kitchen and dining room waste, vending machines and canteens including food preparation; serving; cashier duties and responsibilities; and table arrangement, in the areas identified above and/or
- Cleaning all areas of worksite both inside and out; and/or
- Deliver, collection, disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of worksite refuse, trolleys, mail, administrative documents and inactive client records; and/or
- The operation, distribution and storage of the Central Sterile Supply Department, Theatre Sterile Supply Units and the Hospital Sterilising Decontamination Unit; and/or
- Maintenance, relocation, repair, alteration, modification, production of equipment, aids or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the worksite; and/or

- Maintenance of outside areas of worksite including rubbish collection and removal; and/or
- Gardening and grounds maintenance including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems; and or
- Driving including motor vehicles, motor freight, trucks and buses, and other motorised equipment; and/or
- The transportation of clients and client focused equipment, aids and associated objects within the particular worksite; and/or
- The maintenance of the security of the worksite

In service experience means for the purposes of classifying direct client contact services Employees to particular levels in this schedule, service with any employer bound by this Award which includes the same or similar functions to those performed by the employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

Characteristics

Level	Description
Level 1	<p>Employees at this level:</p> <ul style="list-style-type: none"> • In the case of indirect client contact services employees will perform the Indicative Duties at Level 2 and/or provide assistance to employees performing those duties and; • In the case of direct client contact services employees who do not hold an AQF Certificate Level III, will perform the Indicative Duties at Level 3 for a period not exceeding 560 hours in service experience <p>In accordance with the following characteristics:</p> <ul style="list-style-type: none"> • Employees at this level generally have limited or no previous relevant experience. • They work under close supervision. • Employees perform routine functions requiring an understanding of clear, straightforward rules and procedures. They exercise minimal judgment. • Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate at this level.
Level 2	<p>Employees at this level:</p> <ul style="list-style-type: none"> • Have previous relevant experience and/or in-service training but no relevant formal qualification • Work under routine supervision • Perform routine work within established guidelines • May be required to exercise limited discretion in the performance of their work consistent with their training and experience • May be required to provide assistance to less experienced

Level	Description
	<p>employees at this level and Level 1</p> <ul style="list-style-type: none"> • May be required to preparation equipment requiring the exercise of skills and knowledge appropriate to this level <p>Indicative duties may include:</p> <ul style="list-style-type: none"> • Indirect client contact services <ul style="list-style-type: none"> - Basic food and cooking preparation and delivery - Cleaning of wards, rooms, grounds and buildings - Cafeteria and kiosk duties - Cash handling - Maintain basic records - Perform a range of gardening duties including routine duties, installation of complex watering systems and application of appropriate pesticides, weedicides or fertilizers - Laundry functions including basic sewing and repair work and the operation of complex machinery /press units - General maintenance to buildings, fences, grounds, contents and equipment - Transportation of stores, equipment, provisions, pharmacy supplies etc. - Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D, T.S.S.U and ezthelene oxide sterilising process and Ultra Sonic Cleaning • Direct cleaning contact services <ul style="list-style-type: none"> - The indicative duties at Level 3 may be performed at Level 2 - by an employee who does not hold an AQF Certificate III, if performed in accordance with the above characteristics, for a period not exceeding 2100 hours in service experience, as defined. Those hours worked at Level 1 before progression to Level 2 will be included.
Level 3	<p>Employees at this level will have sufficient knowledge and experience to perform the additional duties at this level and may have a formal qualification relevant to the employee's position:</p> <ul style="list-style-type: none"> • This will be the entry level for employees who have an AQF Certificate Level III relevant to the employee's position and no previous relevant experience. Such employee will remain at this level for a period not exceeding 560 hours in service experience • Employees who do not hold an AQF Certificate III and who have performed 2100 hours in service experience, as defined, will, as a minimum, be classified at this level. <p>Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.</p>

Level	Description
	<p data-bbox="432 203 655 232">Such employees:</p> <ul data-bbox="475 255 1422 488" style="list-style-type: none"> <li data-bbox="475 255 1062 284">• Require only general guidance or direction <li data-bbox="475 306 1378 367">• Have scope to exercise initiative and judgment in carrying out their assigned duties <li data-bbox="475 389 1422 488">• Can be expected to give assistance and/or guidance to employees at lower levels and be able to assist in the training of such employees by means of personal instruction and demonstration <p data-bbox="432 510 639 539"><u>Indicative duties</u></p> <p data-bbox="432 562 1342 622">In addition to the duties set out at Level 2, employees at this level may perform some or all of the following:</p> <ul data-bbox="528 645 1378 2018" style="list-style-type: none"> <li data-bbox="528 645 963 674">• Indirect client contact services <ul data-bbox="571 696 1378 1093" style="list-style-type: none"> <li data-bbox="571 696 927 725">- General cooking duties <li data-bbox="571 748 1378 808">- Prepare, wash, clean, sterilize, assemble, label and pack medical and laboratory equipment <li data-bbox="571 831 995 860">- Maintain appropriate records <li data-bbox="571 882 1315 943">- Complex repair and maintenance work requiring prior experience (but not to trade level) <li data-bbox="571 965 1378 1093">- Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D., T.S.S.U. and ethylene oxide sterilising process and Ultra Sonic Cleaning <li data-bbox="528 1115 948 1144">• Direct client contact services <ul data-bbox="571 1167 1331 2018" style="list-style-type: none"> <li data-bbox="571 1167 772 1196">- Bed making <li data-bbox="571 1218 1299 1247">- Bathing, showering, personal hygiene and grooming <li data-bbox="571 1270 1059 1299">- Toileting/continence management <li data-bbox="571 1321 1059 1350">- Maintenance of Mobility/Dexterity <li data-bbox="571 1373 1027 1402">- Transfer/lifting, mechanical aids <li data-bbox="571 1424 1091 1453">- Communication/assistance with aids <li data-bbox="571 1476 1171 1505">- Distribution of clean laundry/personal attire <li data-bbox="571 1527 1267 1588">- Cleaning of equipment, aids, utensils in work area (including personal possessions) <li data-bbox="571 1610 1251 1639">- Cleanliness and neatness of client's environment <li data-bbox="571 1662 932 1691">- Transportation of clients <li data-bbox="571 1713 1283 1742">- Report and record observations of individual clients <li data-bbox="571 1765 1299 1825">- Complete routine documentation in accordance with established policies and procedures <li data-bbox="571 1848 1331 1908">- Assist in care of clients with identified special needs or requirements <li data-bbox="571 1930 1091 1960">- Provide input into client assessment <li data-bbox="571 1982 1331 2018">- Identify diversional therapy needs of individuals and/or groups

Level	Description
	<ul style="list-style-type: none"> - Provision of diversion therapy to individuals and/or groups in accordance with established programs - Assist in the self-administration of medication on medical authority to client - Assist with the provision of routine treatments and procedures - Provision of in-home services consistent with the duties defined by this stream <p>Note: These duties listed in the above group may be performed at Levels 1, 2 and 3 depending upon the Characteristics under which they are performed.</p>
Level 4	<p>Employees at this level:</p> <ul style="list-style-type: none"> • Hold an AQF Certificate Level III or equivalent qualifications relevant to the employee's position, plus at least 560 hours in service experience, or • Have sufficient knowledge and experience to perform the additional duties required at this level, or to give relevant advice and/or information to the organisation and clients in relation to specific areas of their responsibility, or • Hold trade qualifications relevant to the employee's position • Are responsible for their own work and will require only limited guidance, direction or supervision • Exercise initiative, discretion and judgment in the performance of their duties, within the limits of their training and experience • May be required to work from complex instructions and procedures • May be responsible for guidance or direction of employees at lower levels • May be required to train employees at lower levels by personal instruction and demonstration • May be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level <p><u>Indicative duties</u></p> <ul style="list-style-type: none"> • Indirect client contact services <ul style="list-style-type: none"> - Performing cooking duties at trade level and/or cook with responsibility for non-qualified kitchen staff - Coordinating the allocation of patient transport duties - Ordering and monitoring the supply and quality of items required for an effective service in an area of operation - Maintain registers and stock control procedures - Maintenance work requiring trade level skills - Effectively liaise with Nursing, maintenance and other

Level	Description
	<p>appropriate staff and respond as required to needs as identified</p> <ul style="list-style-type: none"> - Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy Procedures - Understand and operate mechanical, chemical biological and monitoring controls, C.S.S.D, T.S.S.U and ethelene oxide sterilising process and Ultra Sonic Cleaning • Direct client contact services (in addition to the duties set out at Level 3) <ul style="list-style-type: none"> - Assist in the assessment of individual clients - Collect and record data for use in identification of individual client's special needs - Care of clients with special needs - Complete documentation to meet workplace requirements - Effectively liaise with Nursing, Maintenance and other appropriate staff and responds as required to needs identified - Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy and Procedures - Plan and organize diversional therapy programs for individuals and/or groups - Plan, organize and provide diversional therapy to clients with identified special needs
Level 5	<p>Employees at this level:</p> <ul style="list-style-type: none"> • 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 this expertise and/or hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position • Are responsible and accountable for their own work and that of employees at lower levels • Work with minimal supervision and will report to more senior staff as required • Often exercise initiative, discretion and judgment in the performance of their duties • May have delegated responsibility of the work under their control or supervision, in terms of scheduling workloads, resolving operational problems, and monitoring the quality of work produced • Will be able to supervise employees

Level	Description
	<ul style="list-style-type: none"> • Will be able to train employees in lower levels by means of personal instruction and demonstration • Will be able to assist in the delivery of training courses <p><u>Indicative duties</u></p> <ul style="list-style-type: none"> • Indirect client contact services <ul style="list-style-type: none"> - First Cook with responsibility for other qualified cooks and kitchen staff and whose duties may include development of menus, ordering of food items, and responsibility for quality and hygiene control - Supervision of employees - Monitor implementation of and compliance with workplace policies and procedures - Contribute to the development and implementation of such policies and procedures - Ensure maintenance of safe environment for employees and clients - Administrative functions as direction by the employer Provision of training to employees • Direct client contact services <ul style="list-style-type: none"> - Supervision of employees - Monitor implementation of and compliance with workplace policies and procedures - Contribute to the development and implementation of such policies and procedures as required - Ensure maintenance of documentation to meet workplace requirements - Ensure maintenance of safe environment for employees and clients - Administrative functions as directed by the employer - Provision of training to employees - Coordination of the provision of diversional therapy in the workplace
Level 6	<p>Employees at this level:</p> <ul style="list-style-type: none"> • Will possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level <ul style="list-style-type: none"> - In assessing such sufficient knowledge, regard will be given to any higher level training (including in- house training) undertaken by the employee • Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position

Level	Description
	<ul style="list-style-type: none"> • Are responsible for their own work Report to senior staff as required • Regularly exercise initiative, discretion and judgment in the performance of their duties • Are responsible for coordination of the duties of employees under their control or supervision • Are responsible for work output and will understand the entire operation of the employer • Are responsible for the selection, recruitment, training, counseling and appraisal of employees under their control or supervision in accordance with established policies and procedures • Assist in the development of the policies and procedures of the organisation <p><u>Indicative duties</u> May include:</p> <ul style="list-style-type: none"> • Day to day coordination of the workplace • Admission and assessment of clients • Induction and rostering of staff • Responsible for maintenance of all relevant documentation • Ensuring that the workplace operates in accordance with all relevant legislation, regulations, standards and policies • Contribute to the development, implementation and evaluation of workplace policies as required
Level 7	<p>Employees at this level:</p> <ul style="list-style-type: none"> • Will possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level • In assessing such sufficient knowledge, regard will be given to any higher level training (including in- house training) undertaken by the employee • Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position • Are responsible for their own work Report to senior staff as required • Regularly exercise initiative, discretion and judgment in the performance of their duties • Are responsible for coordination of the duties of employees under their control or supervision • Are responsible for work output and will understand the entire operation of the employer • Are responsible for the selection, recruitment, training, counseling and appraisal of employees under their control or

Level	Description
	<ul style="list-style-type: none"> • supervision in accordance with established policies and procedures • Assist in the development of the policies and procedures of the organisation <p><u>Indicative duties</u> May include:</p> <ul style="list-style-type: none"> • Day to day coordination of the workplace • Admission and assessment of clients • Induction and rostering of staff • Responsible for maintenance of all relevant documentation • Ensuring that the workplace operates in accordance with all relevant legislation, regulations, standards and policies • Contribute to the development, implementation and evaluation of workplace policies as required • Are responsible for the day to day operations of the area of responsibility (e.g. lifestyle, maintenance, kitchen) to ensure compliance with accreditation standards • Are responsible for assisting the facility's management team in assessing and implementing initiatives or work practices to meet accreditation requirements • Are responsible for the provision of leadership, guidance and direction for the team for which they are responsible • Are responsible for coordinating the records for the area of responsibility (e.g. lifestyle, maintenance, kitchen) to ensure corporate, accreditation and local requirements are met

Note: When there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed. Characteristics listed in the structure are not set out in priority order.

Schedule 3 – Supported Wage Provision

This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

Definitions

In the context of this Schedule, the following definitions apply:

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

Eligibility Criteria

- Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Assessment of capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in the assessment instrument by the employer and an accredited assessor acceptable to the employee, the employee's advisors and the employer.

Lodgment of assessment instrument

All assessment instruments under the conditions of this Schedule, including the appropriate percentage of the Agreement wage to be paid to the employee, will be lodged by the employer with the Registrar of the Commission.

All assessment instruments will be agreed and signed by the parties to the assessment, provided that when the United Voice is not party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

Review of assessment

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in

accordance with the procedures for assessing capacity under the Supported Wage System.

Supported Wage Rates

Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement, for the class of work which the person is performing.

Assessed capacity	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable will not be less than \$64.00 per week.

When a person's assessed capacity is 10% they will receive a high degree of assistance and support.

Other terms and conditions of employment

When an assessment has been made, the applicable percentage will apply to the wage rates only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement, paid on a pro rata basis.

Workplace adjustment

The employer, when wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job.

Trial period

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

During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

Work trials should include induction or training, as appropriate, to the job being trialed.

When the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into, based on the outcome of the assessment.

Schedule 4 – General Allowances

Description	Allowance
On-call allowance – Monday-Friday	\$7.89 per day
On-call allowance – Saturday, Sunday, Public Holiday	\$17.38 per day
Meal allowance	\$12.15 per occasion
First aid allowance – full-time employees	\$10.90 per week
First aid allowance – part-time employees	\$0.29 per hour
Meal break allowance – Monday-Friday	\$9.23 per half hour
Meal break allowance – Saturday, Sunday and Public Holidays	\$12.10 per half hour

Travel Allowances

Engine Capacity		
Ordinary Car	Rotary Engine Car	Cents Per Km
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	63 cents
1601cc – 2600cc (1.601 litre – 2.6 litre)	801cc – 1300cc (0.801 litre – 1.3 litre)	74 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	75 cents
Motor cycle		22.4 cents

This AGREEMENT is made at the City of West Torrens, 165 Sir Donald Bradman Drive, Hilton.

SIGNED FOR AND ON BEHALF OF
The City of West Torrens

TERRY BUSS
CHIEF EXECUTIVE OFFICER / / 2014

In the presence of:

EVELYN POLLARD
MANAGER HR & SERVICE CENTRE / / 2014

SIGNED FOR AND ON BEHALF OF
United Voice

DAVID DI TROIA
SECRETARY (SA Branch) / / 2014

In the presence of:

Witness name:
Witness title: / / 2014