

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	Adelaide Festival Centre Performing Arts Centre Enterprise Agreement 2023
<b>Employer</b>	Chief Executive, Attorney-General's Department
<b>Case number</b>	ET-23-04518

## Orders - Approval of Enterprise Agreement Adelaide Festival Centre Performing Arts Centre Enterprise Agreement 2023

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

This Agreement shall come into force on and from 28 November 2023 and have a nominal life extending until 30 June 2026.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

**Commissioner Cairney**

**28 Nov 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**ADELAIDE FESTIVAL CENTRE  
PERFORMING ARTS CENTRE ENTERPRISE  
AGREEMENT  
2023**

**Adelaide Festival Centre Trust  
(AFCT)**

**Media, Entertainment and Arts Alliance  
(MEAA)**

**and the**

**Communications Electrical Electronic Energy Information Postal  
Plumbing & Allied Services Union of Australia – SA Branch Electrical &  
Plumbing Division (CEPU)**

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## **1. PREFACE**

### **1.1. TITLE**

This Enterprise Agreement shall be referred to as the Adelaide Festival Centre Performing Arts Centre Enterprise Agreement 2023 (the Agreement).

### **1.2. LOCALITY**

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

### **1.3. PARTIES & PERSONS BOUND**

This Agreement shall apply to:

- 1.3.1. The Media, Entertainment & Arts Alliance (the Alliance);
- 1.3.2. The Communications, Electrical, Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU).
- 1.3.3. The Chief Executive of the Attorney General's Department as the declared employer for the purposes of the *Fair Work Act 1994 (SA)*, in relation to the Adelaide Festival Centre Trust
- 1.3.4. The Adelaide Festival Centre Trust (the Trust) in respect of its employees engaged in any of the classifications specified in this Agreement where the work is performed in or in connection with one of the Theatres or other venue managed by the Trust whether members of any union or not.
- 1.3.5. This Agreement shall not be binding on the unions or the Trust where persons working within AFCT are engaged by another company. In the event that subcontractors are engaged by the Trust, the provisions of Clause 8.9 will apply.
- 1.3.6. Where the Live Performance Award 2010 applies (to performers and actors including touring shows produced or co-produced by the Trust) this Agreement has no application.
- 1.3.7. This Agreement shall be binding on the Trust, the unions and all persons employed to perform work covered by the classifications listed in Appendix C, excluding:
  - 1.3.7.1. Management of the Trust;
  - 1.3.7.2. Employees whose terms and conditions are subject to a fixed term contract that specifies a classification and wage review outside that detailed in Appendix C.

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

#### **1.4.1. AFCT undertakes that the Agreement:**

- Is, on balance, in the best interests of the employees covered by the Agreement (taking into account the interests of all employees); and
- Does not provide for remuneration or conditions of employment that are (considered as a whole) inferior to remuneration or conditions of employment (considered as a whole)

prescribed by an award under this Act that applies to the employees at the time of the application for approval.

- 1.4.2. In the event that any provisions or conditions of employment in the *Performing Arts Centre (Adelaide Festival Centre Trust) Award* are reduced or removed, employees to whom this Agreement applies, shall not suffer any reduction in wages, entitlements, employment conditions or other benefits. This clause shall apply for the duration of this Agreement.

## 1.5. DATE & PERIOD OF OPERATION

This Agreement shall come into operation on and from the beginning of the first pay period to commence on or after the date of approval of this Agreement and shall remain in force until 30 June 2026. Renegotiation of a new Agreement will not commence any earlier than six months prior to the nominal expiry of the current Agreement (e.g. 31 December 2025).

## 1.6. QUANTUM & TIMING

A 3.0% wage increase will apply from the first full pay period to commence on or after 1 September 2022, a further 3.0% wage increase will apply from the first full pay period to commence on or after 1 September 2023, a further 3.0% wage increase will apply from the first full pay period to commence on or after 1 September 2024, and a further 3.0% wage increase will apply from the first full pay period to commence on or after 1 September 2025.

## 1.7. PREVIOUS AWARDS & AGREEMENTS

This Agreement shall be read and interpreted in conjunction with the *Performing Arts Centre (Adelaide Festival Centre Trust) Award* (the Award). Where there is any inconsistency with this Agreement or the Award this Agreement will take precedence.

## 2. DEFINITIONS

In this Agreement, unless the contrary appears:

- 2.1 "Act" means the Fair Work Act 1994 (SA) as amended from time to time.
- 2.2 "AFCT" shall mean the Adelaide Festival Centre Trust.
- 2.3 "Agreement" means this Enterprise Agreement unless otherwise indicated.
- 2.4 "Base Rate" shall mean the employee's ordinary rate of pay exclusive of overtime, allowances or other penalties. A casual employee's base rate will include casual loading as defined in clause 3.2.3.2.
- 2.5 "Casual Employment" shall mean an employee engaged on an hourly basis, with wages accruing from day to day and paid by the fortnight. An employee's hours of work and employment is subject to their availability to work and AFCT's requirements for their services;
- 2.6 "CEPU" shall mean the Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia – South Australian Branch Electrical and Plumbing Division (CEPU).
- 2.7 "Chief Executive Officer & Artistic Director" and "CEO" shall mean the executive delegated the employing authority from the Chief Executive of the Attorney General's Department.



- 2.8 “**Employee**” means an employee bound by this Agreement.
- 2.9 “**Extended Family**” shall mean parents in law and grandparents, grandparents in law, brothers and sisters in law, and nieces and nephews, of the employee or their spouse.
- 2.10 “**Family**” shall mean the employee's spouse, child, parent, any other member of the employee's household, or any other person who is dependent on the person's care.
- 2.11 “**Fixed Term Contract**” shall mean a contract of engagement for a specified term not exceeding five (5) years.
- 2.12 “**FOH**” shall mean Front of House and have the customary ordinary theatrical meaning.
- 2.13 “**MEAA**” shall mean the Media, Entertainment and Arts Alliance.
- 2.14 “**Ongoing Permanent Employee**” refers to an employee who is not a casual employee and is engaged without any reference to a fixed term length of the employment contract.
- 2.15 “**Other Significant Relationships**” shall mean those relationships of significant emotional importance to an employee such as family members beyond the extended family definition, close friends, or persons of significant influence in the employee's life.
- 2.16 “**Ordinary Rate of Pay**” shall mean base rate.
- 2.17 “**Ordinary Working Day**” shall mean a day in which an employee is normally rostered to work. For example a full time employee may work over 5 days being Monday to Friday, or an employee may work 5 days over a 7 day period being Monday to Sunday. “Ordinary Working Days” requirements will be detailed within the Position Description of each position.
- An ordinary working day commences at 0000 and concludes at 2400.
- 2.18 “**Overtime**” shall mean work in excess of:
- 2.19.1 8 hours in any one day; or
- 2.19.2 38 hours in any one week.
- 2.19 “**Parties**” shall mean the Chief Executive of the Attorney General's Department (as the declared employer for public employees pursuant to the *Fair Work (General) Regulations 2009*), the AFCT, MEAA and the CEPU.
- 2.20 “**PCBU**” – Persons conducting a business or undertaking as defined in the WHS Act SA 2012
- 2.21 “**Primary Carer**” shall mean a person whom assumes the principal role of providing care to a family member.
- 2.22 “**Public Holiday**” shall mean a day or a part day defined as a Public Holiday or a substitute Public Holiday by the Holidays Act 1910 (SA), as amended in 2012 and gazetted as such by the Government of South Australia.
- 2.23 “**Rostered Employee**” shall mean an employee whose engagement is regulated by a 7 day roster.
- 2.24 “**Rostered Day Off (RDO)**” shall mean a day off work taken using accrued ordinary worked hours, such as when an employee works 40 hours per week and is paid for 38, thereby accruing two (2) hours toward a future rostered day off.

- 2.25 A “**shift**” is a rostered period of work of not less than three and a half (3.5) continuous hours duration for front of house staff, and four (4) continuous hours duration for back of house and Facilities staff, except on a Sunday or public holiday, where a “shift” is a rostered period of work of not less than four (4) continuous hours duration for all staff.
- 2.26 “**SSA**” shall mean a Salary Sacrifice Agreement.
- 2.27 “**Scheduled Day Off**” shall mean a day of the week where a rostered employee is not rostered to work.
- 2.28 “**Spouse**” includes a de-facto spouse, but except in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 2.29 “**Voluntary Flexible Working Arrangement**” shall mean a documented working arrangement made available by the CEO to an employee (s).
- 2.30 “**We**”, “**Us**”, “**Our**”, “**Organisation**”, “**Employer**” are terms used interchangeably and means AFCT.
- 2.31 “**You**”, “**Your**” or “**Employee**” are terms used interchangeably and means the employees employed by the employer. Further, the singular use of the above includes the plural and vice versa unless otherwise indicated.

### **3 EMPLOYMENT CONDITIONS**

#### **3.1 EMPLOYMENT CATEGORIES**

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

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

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

- 3.2.1.1 Permanent and fixed term contract employees (whether full time or part time) shall be engaged by the fortnight.
- 3.2.1.2 The appropriate per hour rate for employees engaged by the fortnight shall be calculated for all purposes under this Agreement by dividing the total per weekly rate for that classification by 38.
- 3.2.1.3 Part-time employees will be paid on a pro rata basis only in proportion to the hours regularly worked each week compared to the ordinary hours of work provided for in this Agreement.
- 3.2.1.4 A part-time employee shall be entitled to overtime and penalty payments in accordance with the provisions applicable to full-time employees.

3.2.1.5 A part-time employee shall receive payment for annual and sick leave entitlements based on the pro rata entitlements of full-time employees engaged by the fortnight.

3.2.1.6 Permanent and fixed term contract employees (whether full time or part time) shall receive at least twenty-four hours' notice of a cancellation of rostered hours due to unforeseen circumstances (for example client request, illness or emergency). Where such notice is not provided these employees shall be provided with alternative duties, or if not required at all, paid for the period originally rostered.

### **3.2.2 Probation**

3.2.2.1 All employees engaged for a permanent or contract position will be subject to a probationary period when first employed.

3.2.2.2 The probation will be for six (6) calendar months unless otherwise stipulated.

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

### **3.2.3 Casuals**

3.2.3.1 Casual employees shall be engaged on an hourly basis, provided that on any shift they receive a minimum payment as per clause 2.25. This engagement may include work across any department or job role for which the employee has appropriate skills.

3.2.3.2 A casual loading will apply on the base hourly rate and will be paid in lieu of annual leave, sick leave and parental leave.

3.2.3.3 Casual employees shall receive at least twenty-four hours' notice of a cancellation of rostered hours due to unforeseen circumstances. Where such notice is not provided a casual employee shall be provided with alternative duties, or if not required at all, paid for the period originally rostered.

## **3.3 CLASSIFICATION**

### **3.3.1 Notification of Classification**

Position Descriptions for each role covered by this Agreement will detail the classification level of the role. Employees shall be notified in writing of the position and classification to which they have been appointed.

### **3.3.2 Reclassification**

An employee may request a reclassification of their position by lodging a written application, including a current job description, and an outline of the reasons for the reclassification, with the employee's manager and a copy to the Human Resources department.

### **3.3.3 Classification Disputes**

Any classification dispute shall be reviewed through the dispute resolution process as per clause 8.5.



### 3.3.4 Higher Duties

- 3.3.4.1 AFCT may direct or approve an employee to temporarily perform higher duties other than, or in addition to, the employee's normal role. This direction is made by rostering the employee into a role of a higher classification than the employee's normal classification.

Employees will be paid higher duties for the period worked at a higher classification. If the higher duties are performed for a period of less than one (1) shift, the employee will be paid the higher classification rate for the duration of the shift for which they have been rostered.

Where employees are approved to perform higher duties during a shift that has already commenced, their timesheet shall be adjusted so that they are paid the higher classification rate for the duration of the shift for which they have been asked to perform higher duties.

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

### 3.4 VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS (VFWA)

- 3.4.1 AFCT acknowledges the mutual benefit to the employee and employer of voluntary flexible working arrangements (VFWA) to balance work and other (including family) commitments.
- 3.4.2 AFCT will promote and improve the awareness of VFWAs in the organisation during the life of this Enterprise Agreement.
- 3.4.3 The CEO or delegate will consider an employee's request to participate in a VFWA having regard both for the operational needs of the business and the employee's circumstances.
- 3.4.4 In such cases agreed VFWA may be entered into between AFCT and the employee in place of other provisions within this Agreement. All such arrangements are to be evidenced in writing and will include a commencement and termination date.

All VFWAs will be the subject of review by the CEO or delegate on an ongoing basis to ensure that the operational needs of the business and the employee's circumstances are continuing to be met. All such reviews are to be documented, dated and signed by both the CEO or delegate and the employee.

- 3.4.5 Examples of VFWA that may be entered into include but are not restricted to:

- Changing the span of working days in which the ordinary hours are worked (either less or more working days).
- working for 4/5<sup>th</sup> of a salary and converting the remainder to additional paid leave entitlements.
- working from home
- job sharing
- negotiating start and finishing times

- 3.4.6 VFWAs are not intended for short term rostering conflicts and are designed to improve flexibility on an ongoing basis. Ideally, VFWAs will be utilised for periods greater than 4 weeks.

- 3.4.7 This clause will apply for the period an employee is participating in a VFWA

- 3.4.7.1 Subject to this clause, the salary or wages payable to an employee, or applicable to the position, where the employee elects to participate in an approved VFWA, will be adjusted to take account of the VFWA.
- 3.4.7.2 Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Any overtime payments will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- 3.4.8 Should an employee wish to change their current VFWA, they must submit a written request to their manager, stating the change(s) being requested, why they are requesting the change(s) and the anticipated commencement and termination date of the VFWA.
- The CEO or delegate will consider an employee's request to change the arrangement of their current VFWA having regard both for the operational needs of the business and the employee's circumstances.
- A VFWA may be terminated by agreement or by either party giving the required 28 day's written notice.
- 3.4.9 Where, on cessation of employment, the employer makes a payment in lieu of notice, or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another Public Sector employer in the event the employee immediately becomes employed by that employer), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.
- 3.4.10 A VFWA will not disadvantage the employee in relation to the employee's terms and conditions of employment.

### **3.5 UNIFORMS**

- 3.5.1 Any uniforms or clothing required to be worn by employees shall be in line with the relevant departmental uniform policy or dress code.
- 3.5.2 When deemed necessary by AFCT and in order to comply with Work Health & Safety requirements, AFCT shall provide, and employees will be required to wear, suitable protective clothing and equipment.
- 3.5.3 No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent or humiliating by the authorised representative of the union or in the absence of his/her approval, subject to appeal to the Industrial Relations Commission of South Australia.

### 3.6 TERMINATION OF EMPLOYMENT

#### 3.6.1 Termination of Employment by AFCT

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

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 3.6.1.2 If the employee is 45 years or older and has at least 2 years' service, another 1 week is added to the above notice period.

- 3.6.1.3 An employee whose services are terminated whilst on tour shall have their fare from the place of termination of employment back to their place of engagement paid by the employer and the employer shall ensure that the employee is so returned as expeditiously as possible.

#### 3.6.2 Termination of Employment by the Employee

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

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

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

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

For AFCT to terminate the employment of a casual employee or the casual employee wanting to terminate their own employment, the party initiating the termination must give at least twenty four (24) hours' notice to do so.



#### 3.6.4 Summary Dismissal

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

#### 3.6.5 Return of Property

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

### 3.7 REDEPLOYMENT, RETRAINING & REDUNDANCY

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

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

## 4. HOURS OF WORK

### 4.1 ORDINARY HOURS OF WORK

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

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

4.1.3 An employee's ordinary hours of work are up to but not exceeding an average of 38 hours per week worked on one of the following basis:

4.1.3.1 Up to but not exceeding 38 hours with a work cycle not exceeding seven (7) consecutive days; or

4.1.3.2 Up to but not exceeding 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or

4.1.3.3 Up to but not exceeding 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or

4.1.3.4 Up to but not exceeding 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days.

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

4.1.5 Ordinary hours of work are not to exceed seven point six (7.6) hours in any one day unless the employee is accruing ordinary hours towards a rostered day off, in which case ordinary hours of work are not to exceed eight (8) hours in any one day (refer to clause 2.19.1).

## **4.2 RDO ACCRUAL**

4.2.1 Where a department requires a full time employee's ordinary hours of work to be 160 hours per four (4) week work cycle not exceeding twenty-eight (28) consecutive days. Eight (8) hours will be allocated each work cycle as a rostered day off without loss of pay. Rostered days off will be allocated on the following basis:

4.2.1.1 RDOs can be taken in a set pattern, such as an RDO falling on every fourth Friday, based on a 40:40:40:32 hours per week monthly roster cycle. Alternatively, RDOs can be taken by RDO hours accruing and employees requesting to take their accrued hours as an RDO on an ad hoc basis.

4.2.1.2 When taken in a set pattern, where a gazetted public holiday falls on a day that would otherwise have been an employee's rostered day off, then that employee will be allocated an alternative rostered day off on the working day immediately preceding or immediately following the public holiday, or in conjunction with other non-working days.

4.2.1.3 When taken in an ad hoc arrangement, the employee may request in advance (prior to the roster being published) a specific day to be allocated as a rostered day off and wherever possible this will be allocated, in particular, when the requested RDO is to be taken in conjunction with other non-working days.

4.2.1.4 Eligible employees may accrue up to 5 RDOs. Any accumulation over and above 5 days will be paid out in full at their ordinary base hourly rate.

## **4.3 ROSTERS**

4.3.1 Rostered employees shall be advised of their rostered hours by a roster which shall be on display and readily available to staff no less than seven (7) days in advance. In unavoidable circumstances and with the agreement of the employee, a shift may be changed after the roster has been published. Where less than 24 hours' notice is provided regarding a cancellation of rostered hours, refer to clause 3.2.1.6 for permanent and fixed term employees and clause 3.2.3.3 for casual employees.

4.3.2 AFCT undertakes to look at ways to improve rostering, including providing advance notice, through implementing an effective rostering system suited to AFCT's work environment as per clause 4.3.1.

## **4.4 TEN HOUR BREAK**

4.4.1 The work of employees shall be arranged so that there are at least ten consecutive hours off duty between the work of successive days.

4.4.2 An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day shall be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absences.

4.4.3 The employee shall be responsible for notifying their manager if:

4.4.3.1 They are rostered for work in another department and / or there is the potential for not having a 10 hour break between shifts; and

4.4.3.2 Where the 10 hour break requires them to commence late for their next day's work.



- 4.4.4 If an employee is authorised to resume work without having had ten consecutive hours off duty, that employee shall be paid an additional 100% (double time) penalty until released from duty for such period and shall then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- 4.4.5 A required meal break shall not constitute a break in the work of the employee. Accordingly work done before and after the meal break shall be counted as being continuous.
- 4.4.6 The provisions of subclauses 4.4.1 to 4.4.5 shall not apply under the following circumstances:
- 4.4.6.1 In the case of employees working in the Facilities Services Department on a two/three continuous roster for the purpose of changing weekly rosters; or
- 4.4.6.2 Where the work is by arrangement between the employees themselves with the prior approval of management.
- 4.5 MEAL BREAKS**
- 4.5.1 AFCT support the principle that staff may not work beyond the five (5) hour limit without a meal break.
- 4.5.2 No employee will be required to work more than five (5) hours after the commencement of each work period and within or at the conclusion of every five hours subsequently worked without a meal break.
- 4.5.3 Staff have the option to not take the unpaid half hour meal break post-show.
- 4.5.4 Staff are not required to take a meal break where the sole shift is six hours or less.
- 4.5.5 Employees will not be required to take a meal break until at least two (2) hours after commencement of their work period.
- 4.5.6 Where staff are required to work continuously for more than five (5) hours without a break being given, the employee will be paid an additional 50% penalty from the start of the sixth hour until a meal break is taken.
- 4.5.7 An example of a situation where staff may be required to work continuously for more than five (5) hours without a break includes but is not limited to:
- A performance exceeding five (5) continuous hours (including dress rehearsals) and where staff are also required pre and post show for show calls, changeovers or bump outs.
- 4.5.8 It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours work.
- 4.5.9 AFCT recognises there may be opportunities to provide staff with an additional short break (with pay), where practicable, dependent on work commitments.
- 4.5.10 There will be a minimum of three (3) clear hours between the completion of the first break and the commencement of the second meal breaks.
- 4.5.11 Where an employee is rostered for two (2) meal breaks in a shift, one of these breaks shall be 60 minutes duration, the other a minimum of 30 minutes. At the request of the employee and with subsequent approval of the manager/supervisor, both breaks can be of 30 minutes



duration. Where an employee is rostered for a meal break and unforeseen circumstances allow less than the rostered time to be taken, the employee will be paid for that rostered meal period in addition to the payment for the time actually worked. Any allowances or penalties applying before the rostered break shall also apply to the additional payment.

4.5.12 An employee required to work more than two (2) continuous hours overtime without notification on any one (1) day shall either be supplied with a meal by the employer or paid a meal allowance for the second or subsequent meal as defined in clause 5.5.7.3 of the *Performing Arts Centre (Adelaide Festival Centre Trust) Award*.

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

4.5.14 Production Coordinators and Programming Executives are to be guided by the meal schedule as outlined in Appendix D. Those involved in directly rostering employees in production will have final authority on when the meal breaks will be scheduled and in accordance with Clause 4.5 herein.

## **4.6 OVERTIME**

### **4.6.1 Requirement for Overtime**

4.6.1.1 Employees may be required to work a reasonable amount of overtime, if so requested by AFCT, giving consideration to exceptional business and/or personal circumstances. For the purposes of this Clause overtime must be authorised by the employer or their duly appointed representative prior to working the overtime. Unauthorised overtime will not be paid.

4.6.1.2 Where there is a dispute in relation to overtime it shall be dealt with in accordance with AFCT Grievance Procedures. (See clause 8.4)

### **4.6.2 Time Off in Lieu of Overtime**

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

4.6.2.1 Any employee who works extra hours above the ordinary full time weekly hours of 38 hours must have prior written approval of their manager to do so. Extra hours are those outside those of the ordinary full time hours of work. Any hours above the expected hours will qualify for overtime or TOIL.

4.6.2.2 Where the employee has elected and their manager/supervisor has agreed (in writing) that TOIL may be taken, the time must be taken as soon as is practicable after working the extra hours and within three months of the extra hours having been worked. Where possible employees should be given the opportunity to use their TOIL in units of hours; not waiting for accrual of days.

4.6.2.3 All TOIL is to be recorded (entered and approved) in the appropriate company database (presently TimeTarget) as Time Off in Lieu of Overtime, or in another agreed method, such as a spreadsheet, for employees who do not use TimeTarget for clocking

#### **4.6.3 Overtime Penalties**

- 4.6.3.1 All employees working authorised overtime shall be paid an additional 50% penalty (time and a half) for the first two (2) hours and 100% (double time) thereafter.
- 4.6.3.2 Rostered employees called upon to work between midnight and 7am shall be paid an additional 100% penalty (double time).
- 4.6.3.3 Overtime shall be calculated to the nearest quarter hour and thereafter in quarter hour units.
- 4.6.3.4 In calculating overtime eligibility each day shall stand alone.

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

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

#### **4.6.5 Call-Back**

- 4.6.5.1 A minimum of four (4) hours work at the applicable rate shall be paid to an employee recalled to work overtime after leaving the place of employment provided that:

- 4.6.5.1.1 this provision applies irrespective of whether the employee was notified before or after leaving the premises;
- 4.6.5.1.2 an employee called back to work will not be required to work the full four (4) hours of overtime where the work requiring the call back is completed within a shorter period - except where additional unforeseen circumstances arise;
- 4.6.5.1.3 an employee recalled to work within three (3) hours of starting work on a previous recall, shall not be entitled to any additional payment for time worked within a period of three (3) hours from the time of the commencement of the original recall;
- 4.6.5.2 Call back rates shall not apply where it is customary for an employee to return to the place of employment outside ordinary hours to perform specific work or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. In these events the normally applicable overtime provisions contained in this agreement shall apply.

#### **4.6.6 Domestic / Relationship Violence**

The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and AFCT will provide reasonable access to, existing leave and flexible and safe working arrangements; and that the employer will promote the Employee Assistance Program as an additional assistance in the circumstances.

### **4.7 SUNDAYS**

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

- 4.7.1.1 Work performed between midnight Saturday and midnight Sunday will be paid as for work on a Sunday, and remunerated as per the provisions of clause 6.4.1.2. of the *Performing Arts Centre (Adelaide Festival Centre Trust) Award* for permanent or temporary employees, or clause 6.4.2.2 of the *Performing Arts Centre (Adelaide Festival Centre Trust) Award* for casual employees.
- 4.7.1.2 In lieu of payment, an employee may elect to be granted time off as follows:
  - 4.7.1.2.1 When a full eight (8) hours is worked by the employee, two (2) full days off in lieu will be granted.
  - 4.7.1.2.2 When less than eight (8) hours is worked, the days off in lieu will be pro rata of two (2) days off.



## **4.8 PUBLIC HOLIDAYS**

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

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

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

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

### **4.8.3 Full day Public Holiday falls on a Scheduled Day Off**

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

### **4.8.4 Part-Day Public Holidays**

- 4.8.4.1 The arrangement set out below will apply between 7.00pm and midnight on Christmas Eve and New Year's Eve for as long as these hours remain as gazetted part-day public holidays per the Holidays Act 1910 (SA) and the Statutes Amendment (Shop and Trading Holidays) Act 2012.

- 4.8.4.2 For the purpose of this clause ordinary working day means a day on which the employee is normally rostered to work.
- 4.8.4.3 All employees will have the right to refuse to work on the part-day public holiday if the request to work is reasonable or the refusal is reasonable.
- 4.8.4.4 An employee (other than a casual employee) may be required to work on a part day public holiday (unless in circumstances prescribed in clause 4.8.4.3) as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays (inclusive of part day public holidays) in any one calendar year except with the agreement of the employee or in unavoidable circumstances.
- 4.8.4.5 An employee (other than a casual employee) required to work on a part day public holiday, will be paid an additional public holiday penalty of 150% (double time and a half) for all time worked with a minimum payment of four (4) hours.
- 4.8.4.6 A casual employee required to work on a part day public holiday, will be paid an additional public holiday penalty of 100% (double time) for all time worked with a minimum payment of four (4) hours.
- 4.8.4.7 If the work on the part day public holiday occurs as a continuation of work from before 7:00pm, penalty rates are payable from 7:00pm but there is no requirement for a minimum four (4) hour payment to fall solely within public holiday hours, rather the portion of the shift that falls before the public holiday also counts toward the minimum payment of four (4) hours.
- 4.8.4.8 Where an employee may have been required to work on the part day public holiday but as a result of being on annual leave is not scheduled to work, they will be paid public holiday hours (rather than annual leave hours) at their ordinary rate of pay for such hours.
- 4.8.4.9 Where an employee may have been required to work on the part day public holiday but as result of having a rostered day off (RDO) that is administered in a monthly pattern, is not scheduled to work, they will be paid public holiday hours (rather than RDO hours) at their ordinary rate of pay for those hours.
- 4.8.4.10 Where an employee may have been required to work on the part day public holiday but has requested to take an RDO on an ad hoc basis on that day, no public holiday hours are payable.
- 4.8.4.11 An employee otherwise not rostered to work on the part day public holiday, will not be entitled to any other monetary compensation or reimbursement of hours as a result of the part day public holiday.

#### **4.8.5 Overtime worked on a Full or Part Day Public Holiday**

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

#### **4.8.6 Public Holiday on January 26**

- 4.8.6.1 Full time and part time employees may nominate an alternative day off in lieu of Australia Day for as long as it continues to be observed on January 26, in line with the following provisions:



- 4.8.6.1.1 When January 26 falls on an ordinary working day that would usually be observed by taking the day off as a public holiday, full time and part time employees may attend work that day and nominate a different day off in lieu of the public holiday.
- 4.8.6.1.2 Employees must notify their manager of their intent to attend work on January 26 and mutually agree on the alternative date the employee will not be at work. Notification and agreement must occur prior to January 26, and the alternative day must be taken as soon as practicable after this date.
- 4.8.6.1.3 Alternative days off will not accumulate beyond the end of the financial year.
- 4.8.6.1.4 There will be no change to the employee's pay if an alternative day is taken off instead of the public holiday. That is, public holiday penalties will not be payable if attending work on January 26 in favour of nominating an alternative day off.
- 4.8.6.1.5 Public holiday penalties will be payable if rostered and required to work on January 26, consistent with the provisions of Clause 4.8.2.

#### **4.9 TAXI ARRANGEMENTS**

- 4.9.1 Subject to the provisions of this clause, AFCT Managers, Supervisors and/ or their nominated delegate will approve the use of a cab-charge for staff who are required to work beyond their published rostered shift and after their regular form of public transport or conveyance is no longer available.
- 4.9.2 Any other circumstances, including those where employees are rostered to work after the last public transport service has ceased, will be considered with regard to transport arrangements and finishing times of shifts, whereby no reasonable request will be refused. Consideration will include but is not limited to personal safety, illness or significant personal event and will be looked at on an individual case by case basis.
- 4.9.3 Cab-charges will apply from any of the Festival Centre venues at which the employee was last engaged to work, without deviation to the employees place of residence, except where the employee lives beyond the Adelaide suburban bus or train network and has parked their car at a transport link station (e.g. Park n Ride) whereby AFCT will instead supplement an employee's normal public transport arrangements with a cab-charge between AFCT and the departure station, or the destination station and home.
- 4.9.4 All employees will be treated equitably in the application of this clause.

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

#### **5.1 WAGES**

##### **5.1.1 Fortnightly Pay**

- 5.1.1.1 Wages for employees shall be paid fortnightly in arrears.
- 5.1.1.2 Payment of wages shall be made on Thursday. If circumstances arise such that it is not practicable for the employer to comply with its obligations on account of causes for which it cannot reasonably be held to be responsible, payments shall



be made as soon as reasonably practicable; or if by mutual agreement recorded in writing between the employer and relevant union.

- 5.1.1.3 Wages shall be paid by direct credit into a bank, building society or credit union account nominated by the employee. Employees shall be required to provide and maintain accurate banking details.
- 5.1.1.4 Any employee short paid in any pay period, shall receive the amount short paid on the following pay day or as soon thereafter as possible, and any employee overpaid in the pay period shall be required to repay the amount as soon thereafter as reasonably practicable in accordance with an agreed schedule of repayment.
- 5.1.1.5 Employees shall be provided with a payslip (or similar) each fortnight in accordance with the Act. Employees may request details of their payroll records maintained by AFCT in accordance with the Act upon giving reasonable notice.

## **5.1.2 Remuneration Packaging**

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

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

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

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

- 5.1.4.1 For the purposes of calculating the hourly rates, allowances, penalties and loadings, all figures will be rounded to two (2) decimal places.
- 5.1.4.2 Employees required to record all times of hours worked and breaks taken are to

document such times to the minute. For the purposes of calculating wages, the actual times recorded on timesheets will be rounded to the next 6 minutes.

## **5.2 FIRST AID ALLOWANCE**

### **5.2.1 Qualifications**

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

### **5.2.2 Training**

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

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

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

### **5.2.3 Payment of Allowances**

A weekly allowance will be paid as defined by the *SA Public Sector Salaried Employees Interim Award*.

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

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

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

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

## **5.4 SUPERANNUATION**

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

## **5.5 RECORDING ALLOWANCE**

5.5.1 Where a performance is to be recorded or transmitted by any means, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, employees who fall within the definition of “**Technician**” in sub-clause 5.5.4.3 and who perform work on that performance shall receive an allowance (“Recording Allowance”) of \$150.00 from 1 September 2022, \$154.50 from 1 September 2023, \$159.14 from 1 September 2024 and \$163.91 from 1 September 2025, in addition to the rate they would otherwise have received; provided that:

- 5.5.1.1 employees will not be entitled to receive the Recording Allowance if the Trust has not given authorisation for the recording or transmission to take place;
- 5.5.1.2 the Recording Allowance shall only be paid when the recording or transmission takes place during a performance or performances;
- 5.5.1.3 one payment only will be made under this sub-clause notwithstanding that recording of a production may take place over a number of performances; and
- 5.5.1.4 where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 5.5.1 shall apply to Sound Technicians only.
- 5.5.2 The Recording Allowance shall not be payable for:
  - 5.5.2.1 extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes (for example, for use in advertisements, magazine type programs, news and current affairs programs), including:
    - (a) television or radio commercials for that performance or season of performances;
    - (b) extracts of performances recorded for online broadcast (for example YouTube);
    - (c) a recording or transmission which is not made for a commercial purpose, provided that the presenter confirms in writing to the Trust that such recordings will not be used for a commercial purpose and will not be used for commercial distribution or sale;
    - (d) a performance or performances which are recorded for training, educational or archival purposes, provided that the presenter undertakes in writing to the Trust that such recordings will not be used for public broadcast, exhibition, distribution, or sale;
    - (e) where an exemption is agreed by the technicians working on that performance or those performances
- 5.5.3 Where the employer proposes an exemption from payment of the allowances as provided for in clause 5.5.2, the employer must provide all employees with seven (7) days' notice of any such performance provided that where such recording or transmission is arranged with less than seven (7) days' notice, all employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.
- 5.5.4 The Recording Allowance is not to be recorded as ordinary pay for the calculation of overtime, penalty, shift and annual leave loading payments.
- 5.5.5 Definitions for the purposes of this clause include:
  - 5.5.5.1 **"Performance"** means:
    - (a) any enactment, presentation, or production,
    - (b) the above and, for the avoidance of doubt, includes but is not limited to:
      - (i) **theatre productions** – including plays, musicals, operas, short plays, and vignettes;
      - (ii) **musical productions** – whether by one or more musicians, including a



band or an orchestra;

- (iii) **dance productions** – whether by one or more dancers, including a ballet;
- (iv) **informative events** – including a speech, debate, panel discussion, or conference;
- (v) **screen events** – including a film festival (of shorts or features); and,
- (vi) any other production, event, or form of entertainment;

(c) the above, irrespective of:

- (i) whether the performance is in full or in part; and,
- (ii) whether a live or remote audience is present or not; and,

(d) any 'rehearsal' of the above.

5.5.5.2 **"Rehearsal"** means any preparation period that:

- (a) occurs prior to or during a performance period; and,
- (b) is not generally intended for consumption by an audience; and
- (c) may include but is not limited to:

- (i) dress and technical rehearsals;
- (ii) sitzprobe;
- (iii) set construction and dressing;
- (iv) out-takes ('bloopers'); and,
- (v) any other dramatic, musical, or technical activities undertaken in preparation for a performance.

5.5.5.3 **"Technician"** means an employee of the Trust directly involved in staging productions in the specialised technical areas of lighting, sound, stage mechanics and props, stage management and wardrobe.

5.5.5.4 **"Recording"** means any audio and/or video capture of a performance.

5.5.5.5 **"Transmission"** means any delivery of a recording, regardless of how it is sent or received.

5.5.5.6 **"Archive/Archival"** means a recording made for the sole purpose of historical documentation.

5.5.5.7 **"Reference"** means an academic, educational, or otherwise non-commercial archive, intended to be used as:

- (a) a performance reference for a future actor or dancer;
- (b) a performance reference for an understudy, swing, or cover performer;
- (c) a performance reference for music tuition; or,
- (d) a guide to recreate the production if or when it is restaged, revised, or remounted.

5.5.5.8 **"Extract"** means any limited recording of a performance that could not be reasonably construed as a whole or substantial part of a performance, and is no more than 5 minutes in length.

5.5.6 If there is a change to any recording made under clause 5.5.2 and the recording is offered for commercial purposes under clause 5.5.1 or are subsequently made aware of an unauthorised recording under clause 5.5.1.1, AFCT will make reasonable efforts to recover, on behalf of affected employees, the recording allowance that would have been paid for such a commercial recording.

## **5.6 APPEARANCE ON STAGE ALLOWANCE**

There is no restriction on employees who are classified within the "Technical Stream" appearing on stage when the reasonable requirements of their duties require them to do so. If an employee is required to appear on stage in costume or as part of a choreographed part of a production they will be paid an allowance of \$13.59 per performance from 1 September 2022, \$14.00 per performance from 1 September 2023, \$14.42 per performance from 1 September 2024 and \$14.86 per performance from 1 September 2025.

## **5.7 GRAND-PARENTED ALLOWANCE**

5.7.1 Full Time employees engaged by AFCT prior to 1 July 1998 will be paid a Service Payment Allowance of \$10.61 per week. This Service Payment Allowance is:

- 5.7.1.1 fixed and will not be subject to any further increases to wages and salaries that may apply in the future.
- 5.7.1.2 is full compensation for the removal of an incremental banding that was contained within the classification structure prior to its Grand Parenting.
- 5.7.1.3 does not apply to new employees engaged by AFCT after 1 July 1998.

# **6 LEAVE**

## **6.1 ANNUAL LEAVE**

### **6.1.1 Entitlement**

- 6.1.1.1 Full time employees shall be entitled to 20 working days annual leave for each year of continuous service. Part time employees shall be entitled to a pro rata proportion of the 20 days.
- 6.1.1.2 Annual Leave is to be taken within 12 months of accruing the entitlement unless a one year postponement has been specifically negotiated with the Departmental Manager due to the exigencies of the work on which the employee is engaged or other special circumstances. Consideration will be given to the special circumstances of employees in the scheduling of leave.
- 6.1.1.3 AFCT may direct employees to take excessive leave on reasonable notice.
- 6.1.1.4 Employees (other than casual employees) who are rostered to work on a Sunday or Public Holiday as part of their ordinary hours of work will accrue additional leave at the rate of two and a half (2.5) hours for each day worked. Provided that the maximum leave that they can accrue under this provision is 38 hours or five (5) working days for each year of service.

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

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

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

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

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

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

- The employee notifies the employer as soon as practicable but in any case prior to the day on which such employee is due to return to duty; and
- The employee provides a medical certificate of the nature of the illness or injury and the period of incapacity; and
- The period of incapacity is not less than three continuous days; and
- The employee has sick leave credit available.

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

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

### **6.1.6 Leave Loading**

6.1.6.1 Employees entitled to annual leave and overtime shall be entitled to an annual leave loading of 17.5% of their base hourly rate.

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

## **6.2 SICK LEAVE**

### **6.2.1 Rate of Accrual**

6.2.1.1 Those employees entitled to sick leave shall be credited with 1 day for each completed month of the employee's service. Part time employees shall be paid at a pro rata proportion of the one (1) day.

6.2.1.2 All sick leave shall be fully cumulative.

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

6.2.1.4 Any sick leave accrual up until the date this Agreement is approved remains as a credit to the employee.

### **6.2.2 Incidence**

6.2.2.1 In the case of illness AFCT may grant an employee leave of absence with pay to the extent of that employee's accrual subject to the following conditions:



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

### **6.3 FAMILY CARER'S LEAVE**

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

### **6.4 SPECIAL LEAVE WITH OR WITHOUT PAY**

- 6.4.1 Permanent and temporary employees are able to apply for special leave with or without pay for the following reasons and under the following conditions. The granting of special leave is at the discretion of the appropriate manager and except for paid maternity or adoption leave, is not an entitlement.
- 6.4.2 In dealing with an application for special leave with or without pay from permanent or temporary employees, regard shall be given to AFCT's *Leave Management Policy* and current State legislation.

- 6.4.3 Applications for special leave without pay from casual staff will be considered in line with the provisions of *Commissioner's Determination 3.1 – Employment Conditions – Hours of Work, Overtime and Leave*, or its successor.
- 6.4.4 Requests for special leave with pay which have exceeded the limits prescribed may be approved by the relevant manager as special leave **without** pay.
- 6.4.5 Employees requesting special leave with or without pay, may be required to provide relevant proof to their manager.
- 6.4.6 Categories for special leave with pay

Leave Type:	Recommendation:
Domestic/Family Violence Leave	Up to 15 days special leave with pay per year
Moving house	One (1) day special leave with pay every three (3) years
Special cultural/religious event	One (1) day special leave with pay per year
Urgent pressing necessity	Up to three (3) days special leave with pay per year
Blood donors	Reasonable travelling and attendance time every 12 weeks as special leave with pay to enable employee to donate blood.
Community volunteering	Employee must provide evidence from the community organisation that they are a volunteer with the organisation and that the organization has public liability and personal accident insurance.

## 6.5 BEREAVEMENT LEAVE

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



## **6.6 LONG SERVICE LEAVE**

All AFCT employees covered by this Enterprise Agreement will be entitled to long service leave in accordance with the Public Sector Act and its successor legislation.

## **6.7 JURY LEAVE**

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

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

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

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

## **6.8 PARENTAL LEAVE**

### **6.8.1 Paid Maternity & Adoption Leave**

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



- 6.8.1.3 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth or adoption of the child is entitled to sixteen (16) weeks paid maternity or adoption leave. "Adopted child" means a child under 16 years of age.
- 6.8.1.4 An employee who, at the time of taking such paid maternity or adoption leave, has been employed for not less than five (5) years (including periods of approved unpaid leave), will be entitled to twenty weeks (20).
- 6.8.1.5 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- An employee will be entitled to either sixteen (16) or twenty (20) weeks leave (whichever is the appropriate amount), paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity / adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, or any other leave falling within the period of paid leave.
  - The total of paid and unpaid leave is not to exceed one hundred and four (104) calendar weeks in relation to the employee's child.
  - For the purposes of this clause, "child" includes children of a multiple birth / adoption / surrogacy..
- 6.8.1.6 Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average fortnightly number of hours worked during the immediately prior twelve (12) months (disregarding any periods of leave).
- 6.8.1.7 During periods of paid or unpaid maternity/adoption leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 6.8.1.8 In the unfortunate circumstance that a pregnancy terminates other than by the birth of a living child and the employee has not commenced maternity leave, the employee will be provided with unpaid leave for the period deemed necessary by a registered medical practitioner.
- If an employee has commenced maternity leave the entitlement to maternity leave will be upheld for the period deemed necessary by a registered medical practitioner.
- In the above circumstances, employees may access sick, bereavement, annual or long service leave entitlements in lieu of or in addition to unpaid leave.

## **6.8.2 Return to Work on a Part Time Basis**

- 6.8.2.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.

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

- The employee will provide such request at least twelve (12) weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the CEO such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
- At least twelve (12) weeks prior to the relevant child's second birthday, the employee will advise the CEO whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

### **6.8.3 Paid Partner Leave**

6.8.3.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within three (3) months of the birth or adoption of the child/ren.

6.8.3.2 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.

6.8.3.3 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

## **7. WORK HEALTH & SAFETY**

7.1 The parties to this Agreement are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and the employees for maintaining a safe and healthy work environment in accordance with the WHS Act (SA) 2012.

7.2 The duties of PCBU, Officers and Workers as described in the WHS Act are to be observed as applicable, by all employees.

7.3 AFCT and its employees will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:

7.3.1 improve workplace health and safety;

7.3.2 improve return to work performance; and,

7.3.3 reduce human and workplace costs of injury and illness.

7.4 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:

7.4.1 ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through a consultative process;

- 7.4.2 supporting and engendering a safety culture within AFCT that promotes the adaptation of safe work practices;
- 7.4.3 achieving continuous improvement, and best practice, in occupational health and safety and injury management performance;
- 7.4.4 introduction and maintenance of monitoring and reporting systems;
- 7.4.5 introduction and implementation of more flexible “return to work” options aimed at improving return to work performance;
- 7.4.6 a collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks;
- 7.4.7 participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees; and,
- 7.4.8 achieving improved outcomes from preventative, rehabilitation and return to work strategies.

7.5 In establishing and maintaining a safe and healthy work environment, AFCT will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

## **8. MISCELLANEOUS**

### **8.1 TRAINING**

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



## **8.2 UNION REPRESENTATIVES**

- 8.2.1 The Unions representing employees of AFCT may accredit a reasonable number of employees as union representatives. The union representatives will form part of the "House Committee" and shall be recognised by AFCT. Union Representatives and "House Committee" members will be allowed up to three (3) hours per month during ordinary working hours and in paid time to raise and address matters concerning any members, with AFCT and its representatives. Such matters shall be raised and addressed at the earliest time practical. For House Committee members employed in a casual capacity, best endeavours will be used to align these hours with rostered calls. House Committee members will advise roster managers of these hours with reasonable notice, and afford flexibility based on the needs of the business, as required.
- 8.2.2 The employer will provide access to up to ten (10) days per annum, in aggregate across the organisation, union training leave to enable union officers and delegates to attend recognised, accredited programs designed to assist them to perform their union role.

## **8.3 FITNESS FOR WORK**

- 8.3.1 Employees must present themselves ready, willing and able to perform their duties in a safe and effective manner.
- 8.3.2 Employees must exercise reasonable care and diligence in the performance of their duties and comply with all reasonable instructions to protect their own health & safety and the health & safety of others.
- 8.3.3 Employees must not at any time whilst at work (or before commencing duty) consume alcohol or any other substances which impair or are likely to impair their ability to carry out their duties in a safe and effective manner (refer to *WHSP-006 Policy Drugs and Alcohol*).
- 8.3.4 If employees are found under the influence of unprescribed drugs or alcohol whilst at work it may constitute summary dismissal of their employment.
- 8.3.5 AFCT may require employees to attend a medical examination for the purposes of assessing an employee's fitness to perform the duties of their role in a safe and effective manner. Any such direction is pursuant to *AFCT Fitness for Work & Management of Non-Work Related Injury & Illness Policy*, which forms part of the terms of this Agreement.

## **8.4 GRIEVANCES**

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

discuss with immediate supervisor → RESOLVED

⇓

discuss with Departmental Manager → RESOLVED

⇓

discuss in meeting with a Senior Human Resources representative → RESOLVED

⇓

appeal to Chief Executive Officer → RESOLVED

## **8.5 DISPUTES**

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

8.5.1.1 For the life of this Agreement, the provisions of Clause 8.5 will be considered to apply to an employee, a group of employees, or a registered association of employees in accordance with the terms of section 194 of the *Fair Work Act 1994*.

8.5.1.2 The registered association of employees and/or employee representative will advise AFCT in writing of any significant concern or complaint known to them in relation to the terms of this Agreement, conditions of employment or industrial matters in general.

8.5.1.3 The registered association of employees and/or employee representative will enter into negotiations with AFCT prior to the sanctioning of imposition of bans, limitations or any other industrial action by its members employed by AFCT.

8.5.1.4 In the event that any matters remain unresolved following the negotiations provided for above, the matter shall be referred to the South Australian Employment Tribunal prior to the registered association of employees sanctioning any decision to embark on industrial disruption in any form.

8.5.1.5 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to the dispute.

8.5.1.6 AFCT and the registered association of employees agree to ensure that the dispute settling procedures are followed with the objective being to ensure no loss of productivity or loss of service or loss of salary.

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

## **8.6 CONSULTATION**

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

8.6.2 The parties and agents commit to the following consultative principles:

8.6.2.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process which may affect any matter specified within this agreement.



- 8.6.2.2 All parties and agents will consult in good faith, not simply advise what will be done.
- 8.6.2.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties and agents occurs on a regular basis.
- 8.6.2.4 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

## **8.7 CHANGE MANAGEMENT**

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

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

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

## **8.9 SUB CONTRACTORS**

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

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

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

## **8.11 NO EXTRA CLAIMS**

- 8.11.1 During the life of this Agreement the parties undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with the State Wage Case Principles, or their successor.



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

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

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

## **8.12 VARIATION TO AGREEMENT**

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

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

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

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

## **8.14 CHANGING FACILITIES**

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

## **8.15 EMPLOYMENT OPPORTUNITIES FOR AFCT PERSONNEL**

Where AFCT is the principal producer of a show and wherever practicable, AFCT will call for expressions of interest from internal production staff who are suitably qualified, experienced and can demonstrate a proven ability to perform the role in question.

## **8.16 PRODUCTIVITY AND PERFORMANCE INITIATIVES**

This Agreement recognises that AFCT will continue to evolve as a dynamic productive and customer responsive arts centre.

8.16.1 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the organisation and provide quality services to patrons, customers and clients.

8.16.2 In making and applying this Enterprise Agreement, the parties agree, consistent with the terms of this agreement - especially the terms in relation to consultation - to support initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of AFCT including:

8.16.2.1 Ongoing improvements to customer service delivery and achievement of "best practice".

- 8.16.2.2 Ongoing introduction of business reforms, including technologies such as e-learning, e-business, e-rostering and other technological advances.
- 8.16.2.3 The review of existing work processes and improvements to work practices.
- 8.16.2.4 The achievement of AFCT's performance goals and performance measures.
- 8.16.2.5 Participating in performance or skills development and workplace related training/retraining (including accredited training).
- 8.16.2.6 Improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 8.16.3 The parties also agree to exercise the necessary flexibility and broadness of approach aimed at productivity and efficiency improvements, consistent with the terms of this Agreement, to assist AFCT to remain competitive in the marketplace.
- 8.16.4 AFCT management maintain their commitment in working with the parties to this Agreement towards a single enterprise agreement in future for the purpose of unifying all departments; the organisation, managers and employees, developing the culture, improving ease of administration and the removal of duplication of efforts.
  - 8.16.4.1 During the life of this Agreement the parties agree to work towards the building of trust and understanding through a commitment to transparency and improved communications.

## SIGNATORIES TO THE AGREEMENT

SIGNED FOR AND ON BEHALF of )

Adelaide Festival Centre Trust )  
(AFCT) )

Name: Douglas Gautier  
Position: AD & CEO  
Address: AFCT  
King William Road  
ADELAIDE SA, 5000

Dated: 22/09/23

in the presence of:

Name: Claire George, Manager, Human Resources  
Address: Adelaide Festival Centre, King William Rd ADELAIDE

SIGNED FOR AND ON BEHALF of )

Media Entertainment & Arts Alliance )  
(MEAA) )

Name: Tiffany Venning  
Position: Director (WA, SA & NT)  
Address: Level 1, 241 Pirie Street  
ADELAIDE 5000 SA

Dated: 20/09/2023

in the presence of:

Name: Aaron Connor  
Address: Level 1, 241 Pirie St Adelaide

SIGNED FOR AND ON BEHALF of )

Communication Electrical Electronic Energy )  
Information Postal Plumbing & )  
Allied Services Union (CEPU) )

Name: John Adley  
Position: State Secretary (SA)  
Address: 85 St Vincent Street  
PORT ADELAIDE SA 5015

Dated: 21/09/2023

in the presence of:


Name: PAUL SCODDS  
Address:

SIGNED FOR AND ON BEHALF of

Chief Executive AGD

Name: Simon Johnson  
Position: Director, Industrial Relations and  
Policy Branch, Attorney  
General's Department, under  
delegated authority on behalf of  
the Chief Executive, Attorney  
General's Department as the  
declared employer for public  
employees  
Address: State Administration Centre  
200 Victoria Square



in the presence of: .....  
Name.....*Hugh O'Connor*.....  
Address.....*c/o State Admin Centre, Victoria Square*.....

ADELAIDE SA 5000  
Dated: *27 / 9 / 23*

## **Schedule 1 – Facilities Services**

Employees in Facilities Services who are employed within the Trade Stream (PAC TRADE) classifications will in addition to the conditions outlined in the body of the Agreement be covered by the additional clauses in this Schedule.

### **1. Classification Review**

The parties recognise the skills possessed by Facilities Services Employees which are utilised as part of the assigned duties they are required to perform. Where a Facilities Services Employee makes application for reclassification in writing, and if that application is acceded to, the operative date for that application will be at the date of lodgement. The AFCT undertakes to provide a response to the applicant no later than three (3) calendar months.

The reclassification process will utilise an approved process such as the MERSITAB system and be conducted by an agreed provider.

### **2. Hours of Work**

The ordinary hours of work for employees covered by this schedule are between 7am and midnight, Monday to Sunday.

Except as otherwise provided in this Agreement for full time employees engaged by the week, the daily total of rostered ordinary hours will be eight (8), to be worked continuously (subject to a suitable meal break) on any five of seven days between the hours of 7.00 a.m. and 12.00 midnight.

AFCT will make every effort to ensure a consistency in rostering for each of the employees covered by this schedule, assigning two days off consecutively where practicable.

### **3. Allowances**

AFCT will apply the annual salary review index to all applicable allowances other than the Grand-Parented allowance and any allowance governed by the Commissioner for Public Sector Employment.

The Duty Operator allowance, payable for any period rostered to finish work after 17:00, will be varied as follows for the period of the Agreement:

Effective 1 September 2022	\$61.92
Effective 1 September 2023	\$63.78
Effective 1 September 2024	\$65.69
Effective 1 September 2025	\$67.67

### **4. Uniforms**

To ensure Facilities staff adopt a standard of dress that is appropriate and safe, AFCT will provide clothing and/or footwear that is worn for the protection of the employee where a hazardous environment cannot be eliminated. Facilities employees whose routine duties involve face-to-face contact with customers and patrons on a daily and ongoing basis will be supplied with a uniform of a type which has been approved by the relevant Director of the department and will include 1 jacket or jumper, 2 shirts, 2 pants and one pair of boots.

Uniforms will be replaced as necessary on a "fair wear and tear" basis, meaning the clothing has incurred damage that has resulted during normal use or deterioration due to aging. Employees are responsible for the proper care and laundering of uniforms. An employee's manager may direct an employee to dress appropriately in the workplace.

## FACILITIES STREAM

Classification Level	Description	Typical Jobs
<b>PAC Facilities 1</b>	<p><b>To be read in conjunction with the applicable Position Description</b></p> <p>Employees working at this level have very defined tasks to achieve and report back to their Supervisor on completion. These tasks are generally routine in nature and are undertaken independently and without 1 on 1 supervision.</p> <p>New employees working at this level will be developing and experienced employees will be able to demonstrate a sound understanding of the organisational policies, procedures, WHS/Risk and customer service standards.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees at this level can demonstrate:</p> <ul style="list-style-type: none"> <li>• A relevant understanding of the skills required to perform their role.</li> <li>• An understanding of Basic Work Health &amp; Safety requirements and practices.</li> <li>• Be physically fit and be able to bend, stretch and twist unrestricted.</li> <li>• The ability to work in a team environment and work cooperatively with other staff, supervisors/managers, contractors and visiting companies.</li> <li>• Ability to use, manage and store basic household chemicals.</li> </ul>	<ul style="list-style-type: none"> <li>• Cleaner</li> </ul>



Classification Level	Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC Facilities 2	<p>In addition to PAC FACILITIES 1</p> <p>Employees at this level will assist Facilities qualified staff as required to meet business outcomes.</p> <p>Generally work at this level is labour intensive in nature and employees at this level will provide forklift support to whole organisation as required and directed by supervisor.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees working at this level can demonstrate:</p> <ul style="list-style-type: none"> <li>• Ability to work with initiative and without the need for direct supervision.</li> <li>• Ability to undertake routine maintenance functions that do not require formal qualifications.</li> <li>• The safe operation of machinery and equipment appropriate to the tasks being performed.</li> </ul>	<ul style="list-style-type: none"> <li>• Facilities Assistant</li> <li>• Gardener</li> </ul>

Classification Level	Description To be read in conjunction with the applicable Position Description	Typical Jobs
<b>PAC</b>  <b>Facilities 3</b>	<p>In addition to PAC FACILITIES 2</p> <p>Work is at a higher level than Facilities 2 and will require greater use of initiative and will work independently, however under the general direction of a trades person or supervisor.</p> <p>Employees at this level have significant experience or the tasks being performed require skill specialisation and/or specific training.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees will be able to demonstrate they can:</p> <ul style="list-style-type: none"> <li>• Set up, program and operate the machinery, equipment and/or facilities they are required to use in line with the Safe Operating Procedures.</li> <li>• Provide assistance and guidance within their level of expertise to other employees and assist in the provision of on the job training to others.</li> </ul>	<ul style="list-style-type: none"> <li>• Experienced Facilities Assistant</li> <li>• Set Electrics (non-qualified)</li> </ul>

Classification Level	Description  To be read in conjunction with the applicable Position Description	Typical Jobs
PAC  Facilities 4	<p>In addition to PAC FACILITIES 3 <u>Skills and/or Competencies required at this level:</u></p> <p>Employees working at this level are Facilities qualified (100% RTL) and be able to demonstrate:</p> <ul style="list-style-type: none"> <li>• Ability to work totally independently without the need to refer to a senior operator, trades person or supervisor.</li> <li>• Highly developed and effective interpersonal and communication skills to ensure effective outcomes and positive working relationships are achieved.</li> <li>• Ability to act as a role model to other team members. (behaviours, work ethic, customer focus).</li> <li>• Confidently be able to respond accordingly in an emergency situation (Adel only).</li> <li>• A comprehensive understanding of all AFCT venues/locations (applicable to their work environment) and be able to guide emergency services around the venues (Adel only).</li> <li>• An understand and apply quality control techniques to their work.</li> <li>• Be familiar with the appropriate Australian Standards pertaining to their applicable Facilities and complete relevant paperwork associated with their duties.</li> <li>• Being able to draw and interpret engineering sketches (e.g.: pipe work, electrical circuits).</li> <li>• Have responsibility for determining materials required, where they are stored and maintained.</li> <li>• Apply appropriate information technology skills (e.g.: Computerised Maintenance Systems, Microsoft Outlook).</li> </ul>	<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Electrician</li> <li>• Plumber</li> <li>• Painter</li> </ul>



Classification Level	Description  To be read in conjunction with the applicable Position Description	Typical Jobs
<b>PAC</b>  <b>Facilities 5</b>	<p>In addition to PAC Facilities 4</p> <p>Employees working at this level will have a greater knowledge of Emergency Procedures and be able to respond proactively in the event of an emergency and confidently advise emergency services of exact locations of specific plant, equipment and emergency systems. Employees will quickly be able to guide emergency services around any of AFCT venues which may be under emergency conditions. (Adel Only)</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employee at this level will possess:</p> <ul style="list-style-type: none"> <li>• A high level of technical knowledge and initiative to be able to undertake complex tasks independently as required to meet business needs.</li> <li>• The ability to maintain plant and equipment in a defined environment and for determining the priorities of such work.</li> <li>• Ability to inspect and ensure the quality of work undertaken by other employees or contractors or oversee a technical operation. E.g.: Fire Indicator Panels and Building Management Systems.</li> <li>• Confidently complete and prepare reports.</li> <li>• Exercise judgement and advising on matters requiring the application of the employee's Facilities and other skills and knowledge.</li> </ul> <p><b>OR</b></p> <p>An employee is required to have achieved 12 competencies in a post Facilities qualification or equivalent which are relevant to the employees' job role and which the employee is required to use in the performance of their duties.</p>	<ul style="list-style-type: none"> <li>• Duty Operators</li> </ul>

Classification Level	Description	Typical Jobs
<b>PAC Facilities 6</b>	<p><b>To be read in conjunction with the applicable Position Description</b></p> <p>In addition to PAC Facilities 5</p> <p>These positions require previous experience and particular knowledge or skills in order to undertake the work required.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Specifically employees will be required to be able to demonstrate:</p> <ul style="list-style-type: none"> <li>• A comprehensive knowledge of standard procedures and practices and are able to resolve issues within a day to day environment for which there may not be clearly established procedures.</li> <li>• Have accountability for staff through line management and leadership including determining the priorities and allocation of work.</li> <li>• Rostering staff and maintenance scheduling.</li> <li>• High levels of coordination and interpersonal skills to gain cooperation e.g.: job coordination and the ability to elicit co-operation from other work groups.</li> <li>• The ability to development of estimates, options and scoping of works and be part of a project team that evaluates tenders, designs or proposals.</li> <li>• Have the ability to manage minor projects and segments of projects that span a range of functions or facilities.</li> <li>• Being able to consistently demonstrate high quality leadership and mentoring skills which are displayed in behaviours, work ethic, participation and customer focus.</li> </ul> <p><b>OR</b></p> <p>An employee is required to have achieved 12 competencies (24 in total) in a post Facilities qualification or equivalent which are relevant to the employees' job role and which the employee is required to use in the performance of their duties.</p>	<ul style="list-style-type: none"> <li>• Team Leader</li> </ul>

## Facilities – Pay Scales

Classification and Increment	Rates to commence fpp after 1 September 2022 (3.0%)				Rates to commence fpp after 1 September 2023 (3.0%)				Rates to commence fpp after 1 September 2024 (3.0%)				Rates to commence fpp after 1 September 2025 (3.0%)			
	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)
<b>FACILITIES STREAM</b>																
PAC Facilities 1	25.36	963.68	50,271.72	31.70	26.12	992.59	51,779.87	32.65	26.90	1,022.36	53,333.27	33.63	27.71	1,053.03	54,933.26	34.64
PAC Facilities 2	28.68	1,089.92	56,857.24	35.85	29.54	1,122.61	58,562.96	36.93	30.43	1,156.29	60,319.84	38.04	31.34	1,190.98	62,129.44	39.18
PAC Facilities 3	30.19	1,147.41	59,856.38	37.74	31.10	1,181.83	61,652.07	38.88	32.03	1,217.28	63,501.63	40.04	32.99	1,253.80	65,406.68	41.24
PAC Facilities 4	32.48	1,234.25	64,386.54	40.60	33.45	1,271.27	66,318.14	41.82	34.46	1,309.41	68,307.68	43.07	35.49	1,348.69	70,356.92	44.36
PAC Facilities 5	33.83	1,285.71	67,071.09	42.29	34.85	1,324.28	69,083.22	43.56	35.89	1,364.01	71,155.72	44.87	36.97	1,404.93	73,290.39	46.21
PAC Facilities 6	34.46	1,309.43	68,308.49	43.07	35.49	1,348.71	70,357.75	44.37	36.56	1,389.17	72,468.48	45.70	37.65	1,430.85	74,642.54	47.07



## **APPENDIX A**

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

AFCT acknowledges the contribution and commitment of the Enterprise Agreement Negotiation Committee who developed this Adelaide Festival Centre Performing Arts Centre Enterprise Agreement. The members of the committee were:

- Aaron Connor (MEAA)
- Claire George (AFC)
- Heather Poole (AFC)
- Damon Delaney (MEAA Staff Rep)
- Ashley Knight (MEAA Staff Rep)
- Paul Scudds (CEPU)
- Nathan Luscombe (AFC)
- Matt Dodds (MEAA Staff Rep)
- Darcy Bensted (MEAA Staff Rep)
- Luke Pilla (MEAA Staff Rep)

### **B. Code of Ethics**

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

# APPENDIX B - PAY SCALES

Classification and Increment	Rates to commence f1pp after 1 September 2022 (3.0%)				Rates to commence f1pp after 1 September 2023 (3.0%)				Rates to commence f1pp after 1 September 2024 (3.0%)				Rates to commence f1pp after 1 September 2025 (3.0%)			
	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)	Base Hourly Rate (\$)	Weekly Rate (\$)	Full Time Annual Base Salary (\$)	Base Rate with 25% Casual Loading (\$)
PAC CS TRAINING	22.36	849.50	44,315.39	27.94	23.03	874.98	45,644.85	28.78	23.72	901.23	47,014.19	29.65	24.43	928.27	48,424.62	30.54
PAC CS 1	24.97	948.80	49,495.72	31.21	25.72	977.26	50,980.59	32.15	26.49	1,006.58	52,510.01	33.11	27.28	1,036.78	54,085.31	34.10
PAC CS 2	26.39	1,002.67	52,306.10	32.98	27.18	1,032.75	53,875.28	33.97	27.99	1,063.74	55,491.54	34.99	28.83	1,095.65	57,156.29	36.04
PAC CS 3	27.81	1,056.95	55,137.45	34.77	28.65	1,088.66	56,791.58	35.81	29.51	1,121.32	58,495.32	36.89	30.39	1,154.96	60,250.18	37.99
PAC CS 4	29.26	1,112.03	58,010.75	36.58	30.14	1,145.39	59,751.08	37.68	31.05	1,179.75	61,543.61	38.81	31.98	1,215.14	63,389.92	39.97
PAC CS 5	30.60	1,162.68	60,653.35	38.25	31.51	1,197.56	62,472.95	39.39	32.46	1,233.49	64,347.14	40.58	33.43	1,270.50	66,277.55	41.79
PAC CS 6	31.49	1,196.46	62,415.08	39.36	32.43	1,232.35	64,287.54	40.54	33.40	1,269.32	66,216.16	41.75	34.41	1,307.40	68,202.65	43.01
PAC CS 7	33.60	1,276.86	66,609.68	42.00	34.61	1,315.17	68,607.97	43.26	35.65	1,354.62	70,666.21	44.56	36.72	1,395.26	72,786.20	45.90
TECHNICAL STREAM																
PAC TEC 1	24.25	921.46	48,069.55	30.31	24.98	949.10	49,511.64	31.22	25.73	977.58	50,996.99	32.16	26.50	1,006.91	52,526.90	33.12
PAC TEC 2	27.48	1,044.08	54,466.32	34.34	28.30	1,075.41	56,100.31	35.38	29.15	1,107.67	57,783.32	36.44	30.02	1,140.90	59,516.82	37.53
PAC TEC 3	28.54	1,084.69	56,584.59	35.68	29.40	1,117.23	58,282.13	36.75	30.28	1,150.75	60,030.59	37.85	31.19	1,185.27	61,831.51	38.99
PAC TEC 4	30.00	1,140.17	59,478.86	37.51	30.90	1,174.37	61,263.23	38.63	31.83	1,209.61	63,101.13	39.79	32.79	1,245.89	64,994.16	40.98
PAC TEC 5	31.30	1,189.22	62,037.57	39.12	32.23	1,224.90	63,898.70	40.29	33.20	1,261.64	65,815.66	41.50	34.20	1,299.49	67,790.13	42.75
PAC TEC 6	33.23	1,262.79	65,875.63	41.54	34.23	1,300.68	67,851.90	42.79	35.26	1,339.70	69,887.45	44.07	36.31	1,379.89	71,984.08	45.39
TRADE STREAM																
PAC TRADE 1	25.36	963.68	50,271.72	31.70	26.12	992.59	51,779.87	32.65	26.90	1,022.36	53,333.27	33.63	27.71	1,053.03	54,933.26	34.64
PAC TRADE 2	28.68	1,089.92	56,857.24	35.85	29.54	1,122.61	58,562.96	36.93	30.43	1,156.29	60,319.84	38.04	31.34	1,190.98	62,129.44	39.18
PAC TRADE 3	30.19	1,147.41	59,856.38	37.74	31.10	1,181.83	61,652.07	38.88	32.03	1,217.28	63,501.63	40.04	32.99	1,253.80	65,406.68	41.24
PAC TRADE 4	32.48	1,234.25	64,386.54	40.60	33.45	1,271.27	66,318.14	41.82	34.46	1,309.41	68,307.68	43.07	35.49	1,348.69	70,356.92	44.36
PAC TRADE 5	33.83	1,285.71	67,071.09	42.29	34.85	1,324.28	69,083.22	43.56	35.89	1,364.01	71,155.72	44.87	36.97	1,404.93	73,290.39	46.21
PAC TRADE 6	34.46	1,309.43	68,308.49	43.07	35.49	1,348.71	70,357.75	44.37	36.56	1,389.17	72,468.48	45.70	37.65	1,430.85	74,642.54	47.07

## APPENDIX C - CLASSIFICATION STRUCTURE

### CUSTOMER SERVICE STREAM

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC CS Training	<p>Entry level positions requiring no prior knowledge and experience.</p> <p>A new employee who under direct and constant supervision is undertaking initial on and/or off the job training.</p> <p>This classification will apply until the employee is able to perform the required tasks at a competent level.</p>	<ul style="list-style-type: none"> <li>• Entry Level</li> <li>• No prior experience</li> <li>• Being buddied by employee</li> <li>• Unskilled Assistant</li> </ul>
PAC CS 1	<p>The work has clearly defined objectives with performance outcomes being readily observable or able to be closely monitored.</p> <p>As individual employees develop more experience and knowledge they exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.</p> <p>Positions at this level require a more detailed understanding of venues, activities, events and departmental interactions and will progressively involve an employee in a range of activities which may require the use of:-</p> <ul style="list-style-type: none"> <li>• written and numeric skills and/or clerical skills;</li> <li>• written and verbal communication;</li> <li>• equipment skills;</li> <li>• learning additional skills to undergo tasks at a higher level; and</li> <li>• other work skills appropriate to the discipline.</li> </ul> <p>Employees at this level handle cash transactions, and are able to activate emergency procedures if/when required</p> <p>Employees working at this level will have and demonstrate a sound understanding of the organisational policies, procedures, WHS/Risk and customer service standards.</p>	<ul style="list-style-type: none"> <li>• FOH Door Attendant</li> <li>• Food &amp; Beverage Attendant</li> <li>• Kitchen Hand</li> </ul>



Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC CS 2	<p>In addition to PAC CS 1</p> <p>An employee who has demonstrated a more detailed understanding of venues, activities, events, departmental interactions, systems and equipment and may be required to resolve non-routine queries.</p> <p>Employees who are competent and multi-tasked in a number of areas (2 or more) within a department and able to move between tasks at any time. Employees at this level can move between tasks within the 1 shift.</p> <p>Buddying, training and supporting other team members may be a requirement of this role.</p> <p>Employees are required to have appropriate numeracy, keyboard and selling skills to undertake an up / cross selling role involving multiple products and prices on computer based and manual systems. Employees will be required to balance daily transactions and banking duties.</p> <p>Employees are working under general direction rather than immediate supervision.</p>	<ul style="list-style-type: none"> <li>• Playhouse Desk</li> <li>• Concierge</li> <li>• Corporate Box Attendant</li> <li>• Merchandise Salesperson</li> </ul>
PAC CS 3	<p>In addition to PAC CS 2</p> <p>Employees working at this level work under general direction and are responsible for more detailed and complex duties than at level 2.</p> <p>Employees are responsible for a specific activity and require a sound knowledge of the departments programs, policies, activities and functions.</p> <p>Employees at this level may be required to undertake a limited level of negotiating.</p> <p>Buddying, training and supporting other team members in a range of skills will be a requirement of this role.</p>	<ul style="list-style-type: none"> <li>• Direct Sales &amp; Promotion</li> <li>• Art Space Attendant</li> <li>• Stage Door Relief for Breaks</li> <li>• Reception relief</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC CS 4	<p>In addition to PAC CS 3</p> <p>Positions requiring ability to resolve issues and meet customer needs without reference to a supervisor.</p> <p>Front line supervisory positions required to lead a small team are classified at this level.</p> <p>An ability to demonstrate a greater knowledge of Emergency Procedures and facilitate an automatic evacuation of a venue / event should the need arise would be expected of employees at this level.</p> <p>A trained responsible person who is overseeing an event would be classified at this level</p> <p>Employees at this level have greater responsibility which may include opening or closing an area of responsibility, liaising with external customers such as promoters and have extensive experience within their area.</p>	<ul style="list-style-type: none"> <li>• FOH Team Leaders</li> <li>• Retail Team Leader</li> <li>• Food &amp; Beverage Team Leader</li> <li>• Senior Customer Service Representative</li> <li>• Stage Door Attendant</li> </ul>
PAC CS 5	<p>In addition to PAC CS 4</p> <p>Positions requiring higher level of initiative and autonomy, where a supervisor may not be immediately accessible.</p> <p>Positions at this level require a more detailed understanding of venues, activities, events and departmental interactions and may be required to resolve non-routine queries.</p> <p>Positions at this level are competent Team Leaders who are learning the skills and requirements of being an Emergency Controller</p>	<ul style="list-style-type: none"> <li>• FOH Supervisor – Non ECO</li> <li>• F&amp;B Supervisor – Non ECO</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC CS 6	<p>In addition to PAC CS 5</p> <p>These positions involve achieving clearly defined outcomes and/or problem solving; the position contributes specific knowledge or skills or information to the work of the AFCT.</p> <p>The position is distinguished from lower levels by the nature, scope and complexity of the function being greater than those positions i.e. the responsibility for receiving work, determining the priorities to ensure end results are achieved.</p> <p>This level of work is identified by particular work factors such as:</p> <ul style="list-style-type: none"> <li>• the consequences of decisions;</li> <li>• the level of communication skills required;</li> <li>• the nature and importance of the judgements exercised;</li> <li>• the complexity of the work.</li> </ul> <p>Employees at this level may be responsible for the co-ordination of staff which may include advice on practices and procedures, and the sharing of learned skills and methods, but would not be responsible for the direct line supervision of staff. They may as part of their own responsibilities be assisted by junior staff and may allocate work, monitor its quality, determine priorities and provide on the job training.</p> <p>Employees at this level have significantly increased responsibilities and can if required lock and secure a venue.</p> <p>FOH employees at this level have a demonstrated confidence in their ability to take control of an emergency situation, implement the procedures and facilitate a full evacuation of a venue / event should the need arise.</p>	<ul style="list-style-type: none"> <li>• FOH Supervisor –</li> <li>• Emergency Controller</li> <li>• F&amp;B Shift Supervisor</li> </ul>



Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC CS 7	<p data-bbox="233 1413 264 1715">In addition to PAC CS 6</p> <p data-bbox="296 607 456 1715">These positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices as well as the ability to resolve issues within a day-to-day environment for which there may not be clearly established procedures.</p> <p data-bbox="488 607 647 1715">General features of positions at this level indicate the use of sound knowledge of the major activity performed including setting of priorities to achieve agreed objectives, judgement and experience acquired through previous employment or through post-secondary education which may include trade certificate and/or extensive technical experience, or advanced team leadership skills.</p> <p data-bbox="679 607 807 1715">Employees will have responsibility for a range of activities and requires interpretation and detailed knowledge of standard procedures and practices as well as the ability to resolve issues within a day-to-day environment for which there may not be clearly established procedures.</p> <p data-bbox="839 607 987 1715">Accountability for staff through line supervision may be a feature of this level including the determination of priorities and the allocation of work, delegated authority for leave matters, responsibility for discipline matters, staff performance and ongoing staff development and may include rostering, maintenance scheduling, monitoring cost controls on all venues and leading in cross-departmental communication.</p>	

# TECHNICAL STREAM

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TEC 1	<p>Employees at this level can demonstrate an understanding of the skills required.</p> <p>A new employee who is under direct and constant supervision while undertaking initial on and / or off the job training.</p> <p>This classification will apply until the employee is able to perform the required tasks at a competent level.</p>	<ul style="list-style-type: none"> <li>• Entry Level</li> <li>• No Prior Experience</li> <li>• Being buddied with experienced employee</li> </ul>
PAC TEC 2	<p>Employees at this level are able to provide assistance to the Head Technician and support the AFCT Production Department to ensure desired outcomes are achieved.</p> <p>Employees working at this level may work independently, however under the direction of a Head Technician or experienced crew member.</p> <p>Work at this level is general routine in nature and generally task focused. Work is carried out in line with pre-established procedures and little deviation from these procedures is required.</p> <p>Production Crew will actively participate in bump in/ outs and performances as required.</p> <p>Employees working at this level will have previous work experience (in or out of industry).</p> <p>Employees working at this level will have and demonstrate a sound understanding of the organisational policies, procedures, WHS/Risk and customer service standards.</p>	<ul style="list-style-type: none"> <li>• Production Crew</li> <li>• Dressers</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TEC 3	<p>In addition to PAC TEC 2,</p> <p>Employees working at this level are expected to have a sound understanding of the established procedures and operate independently within the boundaries of these procedures.</p> <p>Employees working at this level will require a higher level of initiative and will work independently, however under the direction of a Head or experienced technician.</p> <p>Employees at this level are expected to be able to assist and guide less experienced or entry level employees.</p> <p>Personnel working at this level will confidently be able to respond accordingly in an emergency situation.</p> <p>Production crew will be able to participate in the rehearsal and performance of technical scene changes and cues independently.</p> <p>Wardrobe technicians working at this level are able to undertake mending and repair of articles (e.g. day maintenance).</p> <p>Production Crew working at this level would hold or near completion of a formal qualification or be able to demonstrate RPL status (Cert IV Live Theatre &amp; Production)</p>	<ul style="list-style-type: none"> <li>• Experienced Production Crew</li> <li>• Advanced Production Technicians</li> <li>• Assistant Stage Manager</li> </ul>



Proposed Classification Level PAC TEC 4	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
	<p>In addition to PAC TEC 3,</p> <p>Employees working at this level are expected to be able to work totally independently without the need to refer to a Head.</p> <p>Employees are able to set up and run performances and events independently as a Head Technician may not be in the venue or building</p> <p>It is an expectation of employees working at this level to guide, mentor and assist with the development of less experienced crew and staff.</p> <p>Employees at this level may supervise a small team for a specific purpose.</p> <p>Employees at this level would have successfully completed or be able to obtain RPL for Cert IV in Live Theatre &amp; Production or when working within the Wardrobe department, employees would be sufficiently experienced or qualified as a dressmaker or Tailor.</p>	<ul style="list-style-type: none"> <li>• Advanced Production Technicians <ul style="list-style-type: none"> <li>▪ Lighting</li> <li>▪ Sound</li> </ul> </li> <li>• Advanced FOH Board Operators</li> <li>• Advanced Radio mic technician</li> <li>• Advanced Flyman &amp; rigger</li> <li>• Advanced Sound fold back operator</li> <li>• Head follow spot operator</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TEC 5	<p data-bbox="236 1400 263 1713">In addition to PAC TEC 4,</p> <p data-bbox="300 604 359 1713">Employees working at this level lead and manage the bump in and out, rehearsal and performance of shows and events held in the major AFCT theatres.</p> <p data-bbox="395 604 518 1713">Employees working at this level must coordinate, lead and supervise crew and ensure Enterprise Bargaining Agreements, WHS/Risk &amp; AFCT requirements are adhered to including collating and checking of timesheets for assigned crew (HOD authorises timesheets).</p> <p data-bbox="555 604 646 1713">Employees at this level work closely with the client to interpret requirements and work with Production Coordinators and Heads of Departments to ensure outcomes are achieved, including the preparation of paperwork prior and post show e.g.: charge sheets.</p> <p data-bbox="683 604 837 1713">Employees working at this level will have a greater knowledge of Emergency Procedures and be able to proactively and confidently assist or advise the exact locations of specific plant, equipment and emergency systems. Employees would also be able to facilitate an automatic evacuation of a venue should the need arise and the absence of Front of House support (e.g.: bump in/out).</p> <p data-bbox="874 1500 901 1713"><u>Stage Managers:</u></p> <p data-bbox="938 604 997 1713">Employees will provide practical and organisational support to the director, actors, designers, production crew and technicians throughout the production process.</p> <p data-bbox="1034 604 1093 1713">Employees will have several key responsibilities and tasks to perform in each phase of a production including;</p> <ul data-bbox="1098 851 1252 1713" style="list-style-type: none"> <li>• Scheduling and running rehearsals</li> <li>• Communicating the director's wishes to designers and crafts people</li> <li>• Coordinating the work of the production crew</li> <li>• Calling cues and possibly actors' entrances during performances</li> <li>• Overseeing the entire show each time it is performed.</li> </ul>	<ul style="list-style-type: none"> <li>• Head Technicians – Level 1</li> <li>• Head FT Flyman</li> <li>• Stage Managers</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TEC 6	<p>In addition to PAC TEC 5,</p> <p>Employees engaged at this level are working closely with the Head of Department to educate, train and develop casual and less experienced staff.</p> <p>Employees require extensive previous industry experience and up to date technical knowledge and skills.</p> <p>Employees need the ability to be able to undertake work autonomously and use their initiative to fulfil the objectives of the department and their position description.</p> <p>Employees will have responsibility for a range of functions and requires interpretation and detailed knowledge of standard procedures and practices as well as the ability to resolve issues within a day-to-day environment for which there may not be clearly established procedures.</p> <p>Highly developed communication skills are required at this level to ensure effective outcomes are achieved. It is expected at this level that Technicians will communicate regularly and work closely with Production Coordinators, hirers and other departments. Employees engaged at this level actively participate in scheduling and departmental meetings.</p>	<ul style="list-style-type: none"> <li>• Head Technicians – Level 2</li> <li>• Senior Stage Managers</li> </ul>



# TRADE STREAM

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TRADE 1	<p>Employees working at this level have very defined tasks to achieve and report back to their Supervisor on completion. These tasks are generally routine in nature and are undertaken independently and without 1 on 1 supervision.</p> <p>New employees working at this level will be developing and experienced employees will be able to demonstrate a sound understanding of the organisational policies, procedures, WHS/Risk and customer service standards.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees at this level can demonstrate</p> <ul style="list-style-type: none"> <li>• A relevant understanding of the skills required to perform their role.</li> <li>• An understanding of Basic Work Health &amp; Safety requirements and practices</li> <li>• Be physically fit and be able to bend, stretch and twist unrestricted</li> <li>• The ability to work in a team environment and work cooperatively with other staff, supervisors/managers, contractors and visiting companies.</li> <li>• Ability to use, manage and store basic household chemicals</li> </ul>	
PAC TRADE 2	<p>In addition to PAC TRADE 1</p> <p>Employees at this level will assist trade qualified staff as required to meet business outcomes.</p> <p>Generally work at this level is labour intensive in nature and employees at this level will provide forklift support to whole organisation as required and directed by supervisor.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees working at this level can demonstrate:</p> <ul style="list-style-type: none"> <li>• Ability to work with initiative and without the need for direct supervision</li> <li>• Ability to undertake routine maintenance functions that do not require formal qualifications.</li> <li>• The safe operation of machinery and equipment appropriate to the tasks being performed.</li> </ul>	<ul style="list-style-type: none"> <li>• Experienced Hand</li> <li>• Kitchen</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TRADE 3	<p>In addition to PAC TRADE 2</p> <p>Work is at a higher level than Trade 2 and will require greater use of initiative and will work independently, however under the general direction of a tradesperson or supervisor.</p> <p>Employees at this level have significant experience or the tasks being performed require skill specialisation and/or specific training.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees will be able to demonstrate they can:</p> <ul style="list-style-type: none"> <li>• Set up, program and operate the machinery, equipment and/or facilities they are required to use in line with the Safe Operating Procedures.</li> <li>• Provide assistance and guidance within their level of expertise to other employees and assist in the provision of on the job training to others.</li> </ul>	<ul style="list-style-type: none"> <li>• Certified Cook</li> <li>• Workshop Trades Assistant/ Welder</li> </ul>
PAC TRADE 4	<p>In addition to PAC TRADE 3</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Employees working at this level are trade qualified (100% RTL) and be able to demonstrate:</p> <ul style="list-style-type: none"> <li>• Ability to work totally independently without the need to refer to a senior operator, tradesperson or supervisor.</li> <li>• Highly developed and effective interpersonal and communication skills to ensure effective outcomes and positive working relationships are achieved.</li> <li>• Ability to act as a role model to other team members. (behaviours, work ethic, customer focus).</li> <li>• Confidently be able to respond accordingly in an emergency situation (Adel only).</li> <li>• A comprehensive understanding of all AFCT venues/locations (applicable to their work environment) and be able to guide emergency services around the venues (Adel only).</li> <li>• An understand and apply quality control techniques to their work.</li> <li>• Be familiar with the appropriate Australian Standards pertaining to their applicable trade and complete relevant paperwork associated with their duties.</li> <li>• Being able to draw and interpret engineering sketches (e.g.: pipe work, electrical circuits)</li> </ul>	<ul style="list-style-type: none"> <li>• Experienced Certified Cook able to work alone</li> </ul>

	<ul style="list-style-type: none"> <li>• Have responsibility for determining materials required, where they are stored and maintained.</li> <li>• Apply appropriate information technology skills (e.g.; Computerised Maintenance Systems, Microsoft outlook).</li> </ul>	
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Proposed Classification Level PAC TRADE 5	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
	<p data-bbox="236 1361 263 1713">In addition to PAC TRADE 4</p> <p data-bbox="300 607 454 1713">Employees working at this level will have a greater knowledge of Emergency Procedures and be able to respond proactively in the event of an emergency and confidently advise emergency services of exact locations of specific plant, equipment and emergency systems. Employees will quickly be able to guide emergency services around any of AFCT venues which may be under emergency conditions. (Adel Only)</p> <p data-bbox="486 607 582 1713">When required employees at this level will be able to represent AFCT when touring internationally and present in an informed, professional and confident manner (AFCT Workshops only)</p> <p data-bbox="614 1120 641 1713"><u>Skills and/or Competencies required at this level:</u></p> <p data-bbox="678 1279 705 1713">Employee at this level will possess:</p> <ul data-bbox="710 607 1029 1713" style="list-style-type: none"> <li>• A high level of technical knowledge and initiative to be able to undertake complex tasks independently as required to meet business needs.</li> <li>• The ability to maintain plant and equipment in a defined environment and for determining the priorities of such work.</li> <li>• Ability to inspect and ensure the quality of work undertaken by other employees or contractors or oversee a technical operation. E.g.: Fire Indicator Panels and Building Management Systems.</li> <li>• Confidently complete and prepare reports.</li> <li>• Exercise judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge.</li> </ul> <p data-bbox="1061 1668 1088 1713"><b>OR</b></p> <p data-bbox="1093 607 1189 1713">An employee is required to have achieved 12 competencies in a post trade qualification or equivalent which are relevant to the employee's job role and which the employee is required to use in the performance of their duties.</p>	<ul data-bbox="271 264 391 586" style="list-style-type: none"> <li>• Chef de Partie</li> <li>• Workshop Multiskilled Tradesperson/Carpenter</li> </ul>

Proposed Classification Level	Proposed Description To be read in conjunction with the applicable Position Description	Typical Jobs
PAC TRADE 6	<p>In addition to PAC TRADE 5</p> <p>These positions require previous experience and particular knowledge or skills in order to undertake the work required.</p> <p><u>Skills and/or Competencies required at this level:</u></p> <p>Specifically employees will be required to be able to demonstrate:</p> <ul style="list-style-type: none"> <li>• A comprehensive knowledge of standard procedures and practices and are able to resolve issues within a day to day environment for which there may not be clearly established procedures.</li> <li>• Have accountability for staff through line management and leadership including determining the priorities and allocation of work.</li> <li>• Rostering staff and maintenance scheduling.</li> <li>• High levels of coordination and interpersonal skills to gain cooperation e.g.; job coordination and the ability to elicit co-operation from other work groups.</li> <li>• The ability to development of estimates, options and scoping of works and be part of a project team that evaluates tenders, designs or proposals.</li> <li>• Have the ability to manage minor projects and segments of projects that span a range of functions or facilities.</li> <li>• Being able to consistently demonstrate high quality leadership and mentoring skills which are displayed in behaviours, work ethic, participation and customer focus.</li> </ul> <p><b>OR</b></p> <p>An employee is required to have achieved 12 competencies (24 in total) in a post trade qualification or equivalent which are relevant to the employees job role and which the employee is required to use in the performance of their duties.</p>	<ul style="list-style-type: none"> <li>• Sous Chef</li> <li>• Workshop Set Electrician</li> </ul>

## **APPENDIX D - Meal Breaks**

(Reference for Production Co-Ordinators and Programming Personnel)

**Meal Breaks for production crew are to be scheduled between the following times, unless in extraordinary circumstances:**

Breakfast	07:00 – 10:00 (7:00 am and 10:00 am)
Lunch	12:00 – 15:00 (Noon and 3:00 pm)
Dinner	17:00 – 20:00 (5:00 pm and 8:00 pm)



## APPENDIX E - Redeployment, Retraining and Redundancy

### Policy Statement

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

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

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

### Principles

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

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

<sup>1</sup> "S.5 (5) Public Sector Act 2009

## **Responsibilities**

### **8. AFCT will:**

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

### **9. AFCT excess employees**

- a. Are responsible for actively adapting and developing their skills including:
  - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate in writing their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.

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

- ii. Co-operating with AFCT and any potential agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
  - iii. Work with a nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
  - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training)<sup>3</sup>.
- b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to AFCT and public sector employees.<sup>4</sup>

#### **10. Application of separation payments**

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

The Chief Executive Officer must notify the union/s at least three months prior to the employee being due to reach the end of the 12 months of being excess.

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

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

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

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



## APPENDIX F - INJURY AND INCOME PROTECTION POLICY

### 1. PREAMBLE

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

### 2. FUNDING ARRANGEMENTS

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

### 3. ADMINISTRATION OF THIS POLICY

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

### 4. DEFINITIONS

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

## **5. MUTUAL OBLIGATIONS**

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of a n y service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
  - (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
  - (d) return to suitable employment when reasonably able to do so; and
  - (e) take reasonable steps to mitigate any possible loss on account of the work injury.

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

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

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

- 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:
- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
  - (b) the injury—
    - i. resulted from conduct directed at the worker that constitutes a criminal offence; or

- ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
  - (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
  - (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

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

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

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

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already



covered by the Employer); or

8.3 A redemption of medical expenses referred to in 8.2.

8.4 In the case of financial support:

- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
- (b) a redemption of 8.4(a); or
- (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.

8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.

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

9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:

- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.

9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.

9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.

9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:

- (a) having no current work capacity; and
- (b) likely to continue indefinitely to have no current work capacity.

9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.

- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## **10. CEASING OF BENEFITS**

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act 2014*; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and*

*Compensation Act 1986 or the Return to Work Act 2014; or*

- (e) Retires, resigns or is terminated from employment; or
- (f) Is in receipt of income or other financial benefits in lieu of wages; or
- (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

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

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

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

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

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



**APPENDIX G – EA 20230 Action Plan**

During the life of this Agreement, the parties have agreed that the following outcomes will be delivered within the timeframes provided for below:

Action	EA Reference	Timeframe
AFCCT along with employee representatives will undertake a review of the existing application for reclassification and assessment process for all positions employed pursuant to this Agreement, and document a Classification/Reclassification Operating Guideline to articulate the process.	Reclassification	This review is to be completed within twelve 12 months from approval of the current agreement.