

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title West Beach Trust Enterprise Agreement 2023
Employer Chief Executive, Attorney-General's Department
Case number ET-23-01084

Orders - Approval of Enterprise Agreement West Beach Trust 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 April 2023 and have a nominal life extending to 31 July 2025.

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

Commissioner Rogers

02 May 2023

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WEST BEACH TRUST

ENTERPRISE AGREEMENT

2023

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PART 1: AGREEMENT ADMINISTRATION

1.1 ENTERPRISE AGREEMENT

- 1.1.1 This Enterprise Agreement is made pursuant to the Fair Work Act 1994, Chapter 3, Part 2.
- 1.1.2 This Enterprise Agreement may be referred to as the "West Beach Trust Enterprise Agreement 2023".
- 1.1.3 This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal ("SAET").
- 1.1.4 This Enterprise Agreement shall remain in force until 31 July 2025 or until replaced by a new Agreement.
- 1.1.5 This Agreement is BETWEEN:
- 1.1.5.1 The Trust;
- 1.1.5.2 The Employees,
- 1.1.5.3 The Chief Executive, Attorney-General's Department as the declared employer for public employees for the purposes of the *Fair Work (General) Regulations 2009*, and
- 1.1.5.4 The Unions.
- 1.1.6 This Agreement does not apply to person(s) appointed, employed, or holding a position:
- 1.1.6.1 Whose salary is equal to or above the Executive Officer Level 1 in the South Australian Public Sector.
- 1.1.6.2 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract.

1.2 DEFINITIONS

In this Agreement:

- 1.2.1 "**Act**" means the *Fair Work Act 1994 (SA)* as amended from time to time.
- 1.2.2 "**Agreement**" means this Enterprise Agreement.
- 1.2.3 "**Award**" and "**SAPSSEI Award**" mean the *South Australian Public Sector Salaried Employees Interim Award*.
- 1.2.4 "**Chief Executive Officer**" means the Chief Executive Officer of the Trust or his/her nominated delegate.
- 1.2.5 "**Day Worker**" means an Employee who is required to work ordinary hours in accordance with sub-clause 4.1.2.
- 1.2.6 "**Employees**", "**Employee**", "**They**" and "**Their**" means the Employees of the Trust performing work as described in the classifications at Schedule 1.
- 1.2.7 "**Existing Employee**" means an Employee employed by the Trust as at the date a valid majority of Employees vote in favour of this Agreement.
- 1.2.8 "**Immediate Family**" includes an Employee's spouse, parent, sibling, child, parent-in-law, grandparent, grandchild or defacto. "Spouse" includes a de facto spouse except in relation to parental leave where it does not include a spouse from whom the Employee is legally separated.
- 1.2.9 "**Ordinary Rate of Pay**" means the hourly rate of pay received for working ordinary time hours excluding shift penalties. Where the rate of pay is expressed as a weekly rate: that rate divided by 38.
- 1.2.10 "**Shift Worker**" means a Trust Employee whose ordinary hours are rostered over seven (7) days of the week including Saturdays, Sundays and Public Holidays. The rosters vary based on operational requirements.

- 1.2.11 **"7 Day Week Worker"** means a Trust Employee who is required to regularly work set hours in ordinary time over seven (7) days of the week including Saturdays, Sundays and Public Holidays. The rosters do not vary and require the Employee to work the same days each week, inclusive of Saturdays, Sundays and/or Public Holidays.
- 1.2.12 **"TOIL"** means overtime taken as time off as prescribed in clause 4.2.9.
- 1.2.13 **"Tribunal"** means the South Australian Employment Tribunal.
- 1.2.14 **"Unions"** means the Public Service Association of South Australia, the Australian Workers' Union – Greater South Australian Branch, and United Workers Union.
- 1.2.15 **"We", "Us", "Our", "Trust" or "West Beach Trust"** means or refers to West Beach Trust (ABN: 79 860 293 280) as constituted under the *West Beach Recreation Reserve Act 1987*.

1.3 PURPOSE

- 1.3.1 The purpose of this Agreement is to give effect to the terms and conditions of employment of the Employees as collectively negotiated between the parties.
- 1.3.2 The Trust and Employees will be required to take responsibility for initiatives designed to achieve ongoing improvements in productivity, efficiency and the enhanced performance of the Trust.

1.4 AIMS AND OBJECTIVES

The aims and objectives of this Agreement are to:

- 1.4.1 comply with the *West Beach Recreation Reserve Act 1987* and the West Beach Parks Strategic Plan 2020 – 2023 (and its successors).
- 1.4.2 maintain the state significant tourism role the West Beach Recreation Reserve plays in catering for various seaside accommodation markets.
- 1.4.3 maintain the West Beach Recreation Reserve as a recreational sport area of state significance.
- 1.4.4 maintain the West Beach Recreation Reserve as an attractively landscaped area appropriate to its coastal location.
- 1.4.5 improve the structure, productivity, efficiency and effectiveness of the Trust through the introduction of initiatives at the enterprise level.
- 1.4.6 provide for continuous workplace transformation with the objective of continuous service improvement.
- 1.4.7 facilitate a competitive policy, whereby the Trust will provide services (and or part services) that are as competitive, efficient, effective and of equivalent quality as those provided by the private sector.
- 1.4.8 minimise industrial disputation by adhering to the provisions of agreed Grievance and Dispute Avoidance Procedure at clause 1.9.
- 1.4.9 develop a greater level of flexibility within the enterprise so as to enhance the ability to manage change in an effective manner.
- 1.4.10 create serious and genuine ongoing negotiations at the enterprise level.
- 1.4.11 provide for wage increases consistent with clause 5.2 of this Agreement.
- 1.4.12 wherever practical, to simplify terms and conditions of employment.

1.5 DURATION AND RE-NEGOTIATION OF THE AGREEMENT

- 1.5.1 This Agreement commences on the date of approval by the Tribunal and will remain in force until 31 July 2025 or until replaced by a new Agreement.
- 1.5.2 This Agreement will be approved upon:
- 1.5.2.1 approval by the West Beach Trust Board, and
- 1.5.2.2 a majority vote in favour of the Agreement by eligible Employees.
- 1.5.3 The parties will commence re-negotiation of this Agreement six (6) months prior to its expiration. If agreement is not reached on a renegotiated agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or terminated.

1.6 RELATIONSHIP OF AGREEMENT AND AWARDS

- 1.6.1 The Parties to this Agreement acknowledge that issues of Government Policy, Policy decisions of the West Beach Trust (trading as West Beach Parks), Directions, Guidelines, Standards and Instructions of either the Trust or the Commissioner for Public Sector Employment and resource allocation fall outside of the parameters of this Agreement. The Trust undertakes to, wherever possible, keep relevant Employees informed in relation to such issues.
- 1.6.2 The Trust's Policy, Procedures, Instructions and Guidelines as varied from time to time will supplement the Clauses in this Agreement. To the extent that there is any disparity between the Trust's Policy and this Agreement, this Agreement will prevail. The Trust's Policy does not form part of this Agreement.
- 1.6.3 Nothing contained in this Agreement will be deemed to alter any existing condition, privilege, custom and practice at the time of developing this Agreement in respect of any matter not specifically provided for in this Agreement.
- 1.6.4 Subject to this Clause, this Agreement is to be read and interpreted in conjunction with the *SAPSSEI Award* however a clause in this Agreement will prevail over any provision in that Award to the extent of any inconsistency.
- 1.6.5 In this Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing those statutes.

1.7 NO EXTRA CLAIMS

- 1.7.1 During the life of this Agreement, the parties undertake not to pursue claims except:
- (a) where consistent with and contemplated by this Agreement, and
- (b) where consistent with the State Wage Case Principles, or its successor.
- 1.7.2 The Employees and Unions acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.
- 1.7.3 The increases 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.

1.8 VALIDITY OF THIS AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.9 GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURE

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:

- 1.9.1 The parties to the Agreement are obliged to make every endeavour to facilitate the effective functioning of this procedure. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion and the avoidance of interruption to work performance.

- 1.9.2 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 and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 1.9.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this procedure.
- 1.9.4 The Employee representative(s)/Union representative(s) shall make themselves available for consultation as required under this procedure.
- 1.9.5 The Employee or Employee/Union representative(s) should discuss any matter affecting an Employee with the Supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- 1.9.6 If the matter is not resolved at this level the Employee or Employee representative should ask for it to be referred to a Management representative of the Trust or nominated delegate who shall arrange a conference to discuss the matter. Discussions may include representatives of the Industrial Relations and Policy Branch in the Attorney-General's Department.
- 1.9.7 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 1.9.8 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute. Throughout all stages of this procedure all relevant facts will be clearly identified and recorded.
- 1.9.9 The consultation process as prescribed in sub-clause 1.12 shall commence within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties. Sensible time limits will be allowed for the completion of the various stages of the discussions.
- 1.9.10 At any stage after consultation between the parties has taken place in accordance with this procedure, either party may request and be entitled to receive a response to its representatives within a reasonable time as may be agreed upon between the parties.
- 1.9.11 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Tribunal, where appropriate, for determination, conciliation or arbitration as appropriate.
- 1.9.12 In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 1.9.13 This procedure will not restrict the Trust or its representatives or its Employees or representative that may be a duly authorised official of a Union making representations to each other.
- 1.9.14 The parties will ensure that all practices applied during the operation of this procedure are in accordance with safe working practices.

1.10. REDEPLOYMENT, RETRAINING AND REDUNDANCY

Redeployment, retraining and redundancy as detailed in Appendix 1 will apply to Employees covered by this Enterprise Agreement.

1.11 IMPLEMENTATION OF THE STRATEGIC PLAN

The parties agree to make every possible effort to implement the provisions of the West Beach Trust Strategic Plan 2020-2023 and its successor.

1.12 CONSULTATION

The parties commit to the following consultative principles:

- 1.12.1 Consultation involves the sharing of information and the exchange of views between the Trust and the persons or bodies that must be consulted, and the genuine opportunity for them to contribute effectively to any decision making process.
- 1.12.2 The Trust consults in good faith, not simply advising what will be done.

- 1.12.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 1.12.4 Workplace change, which will affect a significant number of Employees, should not be implemented before appropriate consultation has occurred with the affected employees and relevant Unions.
- 1.12.5 The Unions will be given the opportunity to adequately consult with the Employees they represent in the workplace, in relation to any proposed changes that may affect Employees' working conditions or the services Employees provide.

1.13 ENTERPRISE IMPROVEMENT FRAMEWORK

Agreed agenda items to be discussed and implemented by the parties that are aimed at increasing productivity and efficiency for the enterprise and at least covering the cost of wage increases occurring during the life of this Agreement are as follows:

- 1.13.1 The parties recognise the need to maintain mutual trust and understanding in employee relations throughout the organisation.
- 1.13.2 The parties agree to continue to focus on an industrial relations approach of 'employee relations', where consultation and negotiation are viewed as essential.
- 1.13.3 The parties agree that enhanced communication processes will improve the implementation of strategies contained in the Agreement and enhance the efficiency of day-to-day operations.
- 1.13.4 The Trust is committed to Employee consultation in that opportunities will be provided for Employees to be involved and to express their opinions before changes occur which are likely to have a significant impact on the workplace and Their jobs.
- 1.13.5 The parties to this Agreement acknowledge that issues of Government policy, service levels and resource allocation fall outside the parameters of this Agreement. The Trust undertakes, wherever possible, to keep Employees informed of these issues.

1.14 CONTINUOUS IMPROVEMENT

The Trust and its Employees are committed to a process of ongoing improvement and to ensuring that all areas of the Trust are operating at a high level of efficiency and cost effectiveness. Consequently, meetings of work groups will be held on a regular basis with the following objectives:

- 1.14.1 To focus on the provision of superior quality customer service at each level of the Trust.
- 1.14.2 To find creative solutions to work problems particularly:
- (a) working co-operatively across work groups;
 - (b) improving communications;
 - (c) identification and elimination of inflexible work practices;
 - (d) encouraging and supporting Employees to achieve organisational, departmental and/or work group performance targets;
 - (e) examining areas for delegating authority and responsibility;
 - (f) the elimination of unproductive travelling time.
- 1.14.3 To identify opportunities for staff to work at various facilities within the Trust.

1.15 BENCHMARKING/PERFORMANCE INDICATORS

- 1.15.1 The parties agree to work co-operatively through an agreed consultative process to benchmark various aspects of the Trust's work and develop suitable/relevant performance indicators and outcomes for all positions.
- 1.15.2 The development of performance indicators and outcomes shall be undertaken at each worksite involving the relevant Employees.
- 1.15.3 The performance indicators and outcomes shall be agreed between the Employee and the worksite Manager.
- 1.15.4 A joint Working Group may be established to identify work areas for benchmarking, and the process to be used for their development.

1.16 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

1.17 EQUAL OPPORTUNITY

The Trust is committed to the promotion of equal employment opportunity. It is the Trust's aim to ensure that all Employees receive fair job treatment.

1.18 WORK, HEALTH AND SAFETY (WHS)

1.18.1 The parties recognise the importance of an effective WHS program in providing a safe work environment for all Employees. A safe work environment will ensure productivity by minimising the number of incidents/accidents and therefore lost time.

1.18.2 The necessity to fulfill obligations outlined in the Work, Health and Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area.

1.18.3 In any alterations to work practices, WHS will be of prime importance.

1.19 RIGHTS TO BE REPRESENTED AND ASSOCIATION RIGHTS

Association Rights

1.19.1 In addition to the rights and obligations contained in section 140 of the *Fair Work Act 1994 (SA)*, an official and/or officer of an association may enter workplaces for the following purposes connected with the work or industrial interests of members and potential members of that association:

1.19.1.1 To communicate with members and potential members.

1.19.1.2 To represent employees in relation to any industrial matter in which they require representation.

1.19.1.3 To deal with grievances and disputes and represent employees under any relevant grievance and dispute resolution procedure.

1.19.1.4 To participate in consultative processes, including those established by legislation (e.g. *Public Sector Act 2009*) and industrial instruments including this enterprise agreement.

1.19.1.5 To represent employees in meetings with the Trust.

1.19.1.6 To participate in induction processes/meetings for new employees of the Trust.

1.19.2 The exercise of any right under this clause is subject to the provisions that apply under section 140 of the *Fair Work Act 1994 (SA)*.

Worksite Representatives

1.19.3 A reference in this clause to "association" includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the Fair Work (Registered Organisations) Act 2009 (Cth).

1.19.4 Advice of Appointment

1.19.4.1 Upon written advice to the relevant public sector agency from the Secretary of an association that one or more members have been appointed as association Worksite Representatives, the Trust will recognise them as being accredited by the association as association Worksite Representatives.

1.19.5 Roles, Rights and Responsibilities

1.19.5.1 The parties acknowledge that Worksite Representatives:

(a) have a legitimate role to play at work; and

(b) need to balance their obligations as employees with their role as Worksite Representatives.

(c) Managers and Worksite Representatives will treat each other with respect in accordance with the Code of Ethics for the South Australian Public Sector.

1.19.5.2 Subject to operational requirements, association Worksite Representatives are entitled to:

- (a) Reasonable paid time to participate in consultation and grievance and dispute resolution processes under the terms of this enterprise agreement and legislation, or in other consultative forums established by the Trust;
- (b) represent the interests of members in discussions with management during paid time;
- (c) be provided with reasonable information about the workplace to assist them in performing their role;
- (d) reasonable time off work without loss of pay to assist in representing the interests of members in industrial tribunals;
- (e) reasonable time without loss of pay for the discussion of association matters with association officers and officials;
- (f) reasonable time off work without loss of pay to participate in the operation of their association, where the Worksite Representative holds an elected office in the association;
- (g) time off work to attend association education and training consistent with the trade union training leave provision in the Commissioner for Public Sector Employment Determination 3.1 – Hours of Work, Overtime and Leave;
- (h) reasonable time off work without loss of pay to address new employees about the benefits of association membership at the time they enter employment;
- (i) to place association information on a dedicated association noticeboard in a prominent location in the workplace.

PART 2: OBLIGATIONS AND RESPONSIBILITIES**2.1 EMPLOYEE RESPONSIBILITIES**

There are some fundamental responsibilities that Employees have, as follows:

- 2.1.1 To do all work to the best of their ability, skill and competence.
- 2.1.2 To carry out their work at places reasonably requested by the Trust.
- 2.1.3 To report to Us immediately any breach or suspected breach of Trust policy, practices or procedures or any act of misconduct of which Employees become aware in line with the *Code of Ethics for the South Australian Public Sector*.
- 2.1.4 To do their best to promote, and not harm, our business, interests and reputation.
- 2.1.5 To attend and remain at their place of work, unless their absence is authorised. An absence from work for a continuous period exceeding three (3) working days without notification to the Trust will be prima facie evidence that an Employee has abandoned employment with the Trust.
- 2.1.6 To comply with all of Our reasonable instructions in order to protect both their own health and safety and the health and safety of other Employees and any other person having dealings with Us at the workplace.
- 2.1.7 To refrain from the use or possession of non-prescribed drugs, alcohol or any other substance that may affect an Employee's ability to work. Employees must inform Us, prior to commencing work, if They are impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance.
- 2.1.8 For a reasonable cause to attend a doctor nominated by Us for a full medical examination if requested by Us at any time. The examination may also include a drug and alcohol test.
- 2.1.9 To keep confidential any "Confidential Information" an Employee becomes aware of through their employment with Us. Confidential Information includes all information relating to Our business or operational interests, Our methodology and affairs, financial information and anything else We notify as being confidential. Nothing in this clause precludes an Employee from divulging information about this Agreement to any other person.
- 2.1.10 Employees will respect and value the diversity of Our workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying.
- 2.1.11 Employees will comply with all WHS Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.

2.2 DECLARATIONS TO THE TRUST

- 2.2.1 If any Employee wishes to hold a second job with someone else or work for themselves they must advise Us of this. The Trust may oppose that request and Employees must comply with that decision if We are of the opinion it will harm Our business or negatively affect Their ability to work for Us.
- 2.2.2 New Employees have declared in their employment application that all of the information provided to Us is accurate and complete. Employees are required to disclose all pre-existing injuries and diseases of which They are aware of or which could be foreseen to affect their proposed employment. Failure by a new Employee to disclose any relevant or factual information may result in the termination of their employment summarily.

2.3 CLASSIFICATION AND WORK REQUIREMENTS

- 2.3.1 Employees shall be classified within the Classification Structure having regard to the work level definitions as prescribed at Schedule 1.
- 2.3.2 Employees are, subject to their qualifications, experience and fitness, required to perform all of the tasks of Their position, including those tasks that are incidental or of a lower classification to the main functions of Their position provided that:
- 2.3.2.1 The tasks are within the limits of the Employee's skill, competence and training and are not designed to promote deskilling.
- 2.3.2.2 Where the tasks involve the use of tools and equipment, the Employee has been properly trained in the use of such tools and equipment.
- 2.3.2.3 Any requirement to perform tasks from any stream is consistent with the Trust's responsibilities to provide a safe and healthy working environment.
- 2.3.2.4 Where there is a requirement to perform a task(s) on an ad hoc basis for a period of longer than one (1) consecutive shift from any stream which has/have a higher work value, the Employee shall be paid at the higher rate in accordance with the Higher Duties provisions contained at clause 5.11 of this Agreement.
- 2.3.3 Nothing in this Agreement precludes an Employee's appointment to another classification of work within this Agreement, in which case this Agreement continues to apply.

2.4 TRAINING

- 2.4.1 Training is an important part of an Employee's employment.
- 2.4.2 Employees are to undertake training as required by the Trust to ensure they have all the skill and competencies needed to perform all of the tasks required.
- 2.4.3 The parties recognise that the active participation in planning sessions and training and personal/professional development programs by Employees has the potential to lead a multi-skilled workforce, which will give benefits to the Trust in improved productivity and customer service as well as providing improved career prospects for Employees. As such, the Trust has an ongoing commitment to the continual training of its Employees.
- 2.4.4 The parties also recognise that planning sessions and personal/professional development training programs, particularly those involving whole work groups can be disruptive to the efficient operation of the Trust and affect the maintenance of proper customer service. As a means of enabling greater flexibility in the provision of planning/training activities, and subject to agreement, the Trust may require Employees to attend selected activities conducted on:
- 2.4.4.1 weekday evenings (excluding public holidays) between the hours of 5:00 pm and 8:00 pm; or
- 2.4.4.2 on Saturdays between the hours of 8:00 am and 5:00 pm or for Pool Operators on Sundays between the hours of 8:00 am and 5:00 pm.
- Training shall not be conducted on a Saturday or Sunday forming part of a weekend adjacent to a Public Holiday.
- 2.4.5 A minimum period of four (4) weeks' notice will be provided prior to any planning/training activity being conducted during the times set out above per annum. Where possible, more than one (1) opportunity to attend an activity will be provided. This arrangement should not be utilised in excess of 24 hours per year unless the Employee genuinely agrees otherwise.
- 2.4.6 Time spent on planning/training activities conducted during the times set out above shall, by mutual agreement, either be paid at ordinary time or taken in accordance with clause 4.2.9. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 2.4.7 No other payments or penalties will apply with the exception of either the provision of a meal by the Trust or payment of the appropriate meal allowance in accordance with sub-clause 5.5.1.
- 2.4.8 Any provisions accumulated in accordance with clause 4.2.9 must be taken in accordance with the following:
- 2.4.8.1 at a time agreed with the Trust within six (6) months of the training program, or

- 2.4.8.2 at a time directed by the Trust where the Employee has not taken the time within six (6) months of the training course or would otherwise carry forward to the next financial year the provisions of clause 4.2.9 accrued as a result of attending the training course.
- 2.4.9 Employees with the responsibility for the care of children who are unable to attend training without incurring costs associated with professional and accredited child-care for such children will be entitled to have such costs reimbursed upon producing proof of the credentials of the provider of the child care and of the costs incurred.
- 2.4.10 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the Employee's Manager/Supervisor.
- 2.4.11 No Employee shall be required to participate in a planning/training activity that, in addition to their normal duties would require them to attend work in excess of 12 hours in any one (1) day.
- 2.4.12 Unless otherwise agreed, training that relates to the Work Health and Safety of Employees will be conducted during normal working hours.
- 2.4.13 No Employee (including part-time Employees) shall be disadvantaged by the operation of this clause in their access to training programs provided by the Trust.
- 2.4.14 Notwithstanding the above clauses, the Trust may offer training opportunities for personal development outside of normal working hours in the Employees' own time on a voluntary basis.
- 2.4.15 The Trust will pay for the cost of training that it directs an Employee to take.
- 2.4.16 Employees are required to teach work skills and procedures to other Employees as and when required by the Trust.
- 2.4.17 Where an Employee is required to travel to attend training during their normal work hours, They will receive a normal days pay for that day. Where an Employee uses their own motor vehicle to attend training, the Trust will reimburse the Employee in accordance with the provisions of sub-clause 5.7.3.1.
- 2.4.18 Where an Employee incurs out-of-pocket expenses, the Trust will reimburse these provided that the expenses are reasonable and receipts or other evidence of the expense incurred are provided.

2.5 DEVELOPMENT OF WORK TEAMS FOR STAFF

To facilitate multi-skilling and flexible work practices and to bring about a shared sense of responsibility for the delivery and quality of work outcomes, Trust Management and Employees agree to implement a system of Work Teams. The parties agree that members of teams will be working in various teams at the discretion of the Trust.

2.6 QUALIFICATIONS AND LICENCES

- 2.6.1 Employees may be required as a condition of their employment to hold qualifications or licences. An Employee must notify Us immediately if that licence or qualification is suspended or cancelled or They are disqualified from holding or obtaining that licence or qualification.
- 2.6.2 If a fundamental part of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in termination of employment.
- 2.6.3 If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include termination of employment.
- 2.6.4 The Trust has a zero alcohol and illicit drugs level for Employees when engaged in driving Trust Vehicles. If an Employee is found to be driving a Trust vehicle in excess of this level they will be subject to disciplinary action which may include termination of employment.

2.7 PERFORMANCE REVIEWS

- 2.7.1 The Trust Performance Development Policy and Procedures provide for regular performance reviews to be conducted with all Employees.
- 2.7.2 Reviews will be conducted mid year and annually or more regularly if required.

- 2.7.3 The purpose of reviews are to assess performance against the key requirements of an Employee's role as provided for in each individual's Position Description. This will include an assessment of behavior, competencies, skills and qualifications and work approach as it relates to Trust values.
- 2.7.4 Reviews will also be used to assess future training, development needs, career planning and skills gaps.
- 2.7.5 Existing Employee Position Descriptions will be reviewed annually by the Trust in consultation with each Employee to ensure their relevance to the requirements of each position.
- 2.7.6 Increment increases in Employee remuneration will be applied on the basis of satisfactory results in the annual Performance Development Reviews. If an Employee does not meet the minimum standards required in their Performance Development Review an increment increase will not be applied and the Employee will be placed on a Performance Improvement Plan (PIP) for a period of six months. Once all action items in the PIP have been achieved and sustained, and the improvement plan has been signed off, the Employee will receive the relevant increment increase.

2.8 ROSTERS

- 2.8.1 A roster setting out the hours of duty will be placed in an area readily accessible to Employees.
- 2.8.2 The roster will cover a minimum period of two (2) weeks and shall be posted five (5) days prior to becoming effective.
- 2.8.3 The Trust may change a roster for any reason up to two (2) days before the commencement of the shift in question or within two (2) days at any time by agreement with the Employee.
- 2.8.4 Rosters may be changed by providing Employees less than two (2) hours' notice in the event of unforeseen circumstances such as another Employee calling in sick.

2.9 UNION DELEGATE

An Employee appointed as a union delegate in the work group in which the Employee is employed shall, upon notification to the Trust, be recognised as the accredited representative of the Union to which they belong. An accredited union delegate shall be allowed after mutual agreement reasonable time during working hours to meet with the Trust or the Trust's representative on matters affecting Employees whom they represent.

PART 3: CATEGORIES OF EMPLOYMENT**3.1 PERMANENT EMPLOYMENT****3.1.1 Full-Time Employment**

This means an Employee employed on a permanent basis required to work 38 ordinary hours a week in the manner defined in clause 4.1.

3.1.2 Part-Time Employment

3.1.2.1 This means an Employee employed on a permanent basis required to work in a manner defined in Clause 4.1. A part-time Employee works fewer hours than a full-time Employee and those hours are generally fixed and constant.

3.1.2.2 A part-time Employee shall be paid the applicable Ordinary Rate of Pay per hour prescribed by this Agreement for the work performed in ordinary hours.

3.1.2.3 A part-time Shift Worker shall be paid a minimum rate higher by 10% than the appropriate Ordinary Rate of Pay.

3.1.2.4 An Employee engaged on a part-time basis shall be entitled to receive a pro-rata entitlement to personal/carer's leave, annual leave, bereavement leave, and payment for Public Holidays which They are rostered off duty (but would have otherwise worked), according to hours normally worked.

3.2 CASUAL EMPLOYMENT

3.2.1 This means an Employee not employed on a permanent basis but rather Their hours of work and employment are subject to Their availability to work and Our need for Their services and as such Their hours of work are not regular. Such an Employee will not have continuity of employment.

3.2.2 There is no obligation on the Trust to provide the Employee work.

3.2.3 Employment is by the hour and each period of engagement stands alone.

3.2.4 A casual Employee shall be paid per hour worked 1/38th (or 1/37.5 if applicable) of the permanent full-time Ordinary Rate of Pay prescribed by this Agreement for the work performed plus a 25% casual loading.

3.2.5 The Employee is not entitled to any paid leave entitlements (other than long service leave), payment for Public Holidays not worked and notice on termination. Their casual ordinary hourly rate of pay includes a casual loading that compensates for these entitlements. The Employee is entitled to unpaid carer's leave and, if eligible, parental leave (see Leave provisions as prescribed in Part 6).

3.2.6 Employment may be terminated by either party providing one (1) hour's notice. This does not affect the right of the Trust to dismiss without notice for misconduct or other lawful cause that justifies summary dismissal in which case no notice will apply.

3.3 ROSTER REQUIREMENTS**7 Day Roster**

3.3.1 In order to meet the challenge of providing improved customer service to Our clients, the parties to this Agreement recognise the need for a flexible approach to working hours. All Day Work Employees engaged in Trust operations may be rostered by Us to work a roster over seven (7) days of the week as required (includes Saturday and Sunday) ("**7 Day Week Worker**").

3.3.2 Employees required to work a roster over seven (7) days will be given three (3) months notice of this change. Affected Employees may commence on a 7-day roster earlier than three (3) months, by agreement between the Employee and Trust.

3.3.3 Where the Trust requires existing Employees engaged in Trust operations to be rostered over seven (7) days of the week, the Trust will, in the first instance, consult the worksite from which Employees are required to work over a 7-day roster and seek agreement from individual Employees from that worksite to work over a 7-day roster.

- 3.3.4 In the situation where agreement cannot be reached, and subject to the operational needs of the Trust, sub-clause 4.1.1.2 will be invoked. In such circumstances the Trust will take into consideration Employees' family and non-work commitments.

3.4 FIXED-TERM CONTRACT EMPLOYMENT

This means that the Employee is employed by Us for a fixed period of time or for a specific project/event or as a replacement Employee of finite duration as determined by Their letter of offer or as operational requirements necessitate.

3.5 APPRENTICESHIPS AND TRAINEESHIPS

- 3.5.1 An Employee may be engaged as an Apprentice or Trainee and required to undertake an Apprenticeship or Traineeship. Employment with the Trust as an Apprentice or Trainee will, for the purpose of this Agreement, mean:

- An approved and accredited Training Agreement as defined in the *Training and Skills Development Act 2008*.
- The Rates of Pay for Apprentices are prescribed in Schedule 2 and will apply from the date the Apprenticeship Agreement is approved and will cease at the completion of the Apprenticeship.
- The Rates of Pay for Trainees will be as specified in *South Australian Public Sector Salaried Employees Interim Award* and will apply from the date the Traineeship Agreement is approved and will cease at the completion of the Traineeship.
- Apprenticeships or Traineeships are for a fixed-term of employment and will not continue beyond the end date of the contract unless a specific written undertaking is given prior to, or upon, the completion of the training contract.
- Where employment is continued after the conclusion of the Apprenticeship or Traineeship, the full provisions of this Agreement will apply, excluding that applicable to Apprenticeships or Traineeships.
- Where employment is not continued after the conclusion of the Apprenticeship or Traineeship the Apprentice or Trainee shall be paid out all accrued annual leave entitlements.

- 3.5.2 Apprentices or Trainees will be classified in accordance with Schedule 1 and will be advised of the relevant wage level prior to the commencement of Their Apprenticeship or Traineeship.

3.6 PROBATIONARY PERIOD

- 3.6.1 For a permanent Employee, six (6) months of Their initial employment will be as a probationary Employee serving a probationary period of employment.

- 3.6.2 During the probationary period either the Trust or the Employee may terminate the Employee's employment for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) week's notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal in which case no notice will apply.

PART 4: HOURS OF WORK**4.1 ORDINARY HOURS****4.1.1 Hours Of Work**

- 4.1.1.1 Ordinary hours of work may be worked at any time on any day from Monday to Sunday inclusive (including Public Holidays).
- 4.1.1.2 An Employee's indicative hours of work may be rostered between the following span of hours (subject to the provisions of sub-clause 4.1.1.1):

TYPE OF WORKER	INDICATIVE DAYS OF THE WEEK	INDICATIVE SPAN OF HOURS
	Ordinary hours of work may be worked on any day from:	Ordinary hours of work may be worked at any time between the hours of:
Day Worker	Monday to Friday inclusive	6:00 am to 6:00 pm
7 Day Week Worker	Monday to Sunday inclusive	6:00 am to 6:00 pm
Shift Worker	Monday to Sunday inclusive	At any time of the day

- 4.1.1.3 The span of ordinary hours may be altered by agreement between the Trust and the majority of Employees in the section(s) concerned under provisions of clause 4.4.
- 4.1.1.4 The Trust may, by agreement with individual Employees, vary the hours of duty and leave of absence to meet special circumstances under provisions of clause 4.4.

4.1.2 Day Worker Or 7 Day Week Worker

Employees may be required to work shift work. A shift is a rostered period of ordinary hours that operates outside of the Day Worker hours in clause 4.1.1. Where the ordinary hours fall into the following time categories, an Employee will be entitled to a shift loading in addition to Their Ordinary Rate of Pay as follows:

For Hours Worked:	Loading
Commences before 6.00 am and finishes after 8.00 am Monday to Friday inclusive	15% for time worked before 6.00 am
After 12.00 pm and finishes after 6.00 pm and at or before 12.00 am Monday to Friday inclusive	15% for such hours
Saturday / Sunday: a) For all hours worked b) For hours worked after 6.00 pm and finishing at or before 12.00 am Saturday and Sunday inclusive	a) 50% b) An additional 15%
A permanent shift (2/3 rd or more of shifts) worked after 6:00 pm but before 6:00 am Monday to Friday inclusive (other than at an Employee's request)	30% for such hours

4.1.3 Limit Of Ordinary Hours – All Employees

- 4.1.3.1 The average weekly hours over a four (4) week period must not exceed 38 hours for a full-time Employee and for a part-time Employee – the lesser of 38 hours i.e. the Employee's agreed ordinary hours of work in a week.
- 4.1.3.2 Ordinary hours may be as long as ten (10) with the minimum hours of engagement as follows, unless otherwise expressly agreed between the Trust and the Employee:
- (a) Part-time Employee – three (3) hours
(b) Casual Employee – two (2) hours
- on any one (1) day or shift.

4.1.4 Shift Worker Penalties

4.1.4.1 Permanent Employee

A permanent Employee who works their ordinary hours at the times described below will receive a loading in addition to Their Ordinary Rate of Pay as follows:

For Hours Worked:	Loading
After 12.00 pm and finishes after 6.00 pm and at or before 12.00 am Monday to Friday inclusive	15% for such hours
By all Employees on a Saturday: a) For all hours worked b) For hours worked after 6.00 pm and finishing at or before 12.00 am Saturday	a) 50% b) An additional 15%
By all Employees on a Sunday: a) For all hours worked b) For hours worked after 6.00 pm and finishing at or before 12.00 am Sunday	a) 100% b) An additional 15%
By all Employees on a Public Holiday	150% for such hours

4.1.4.2 Casual Employee

A casual Employee who works Their ordinary hours at the times described below will receive a loading on Their Ordinary Rate of Pay and the casual loading prescribed in Part 3, Clause 3.2 as follows:

For Hours Worked:	Loading
on a Saturday	50%
on a Sunday	50%
on a Public Holiday	150%

4.1.5 Minimum Break Between Shifts

4.1.5.1 The roster for all Employees (other than a casual Employee) shall provide for a minimum of ten (10) hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

4.1.5.2 If, on the instructions of the Trust an Employee (other than a casual Employee) resumes or continues work without having had ten (10) consecutive hours off duty, They must be paid at 2.0 times the Ordinary Rate of Pay until released from duty for such period and then shall be entitled to be absent until They have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.1.5.3 The provisions of clause 4.1.5.1, need not apply to the shifts which fall between Christmas Eve and Christmas Day and New Year's Eve and New Year's Day or any other day agreed upon between the Trust and Employees.

4.2 OVERTIME

4.2.1 In this clause 'overtime' means hours that are worked in excess of the limit of ordinary hours in clause 4.1.3 unless the additional hours worked are in accordance with a flexi-time scheme (clause 4.3) agreed between the parties to this Agreement.

4.2.2 Employees may be required to work a reasonable amount of overtime.

4.2.3 In calculating overtime each day shall stand alone.

4.2.4 Payment will only be made for overtime worked at the direction of the Manager and with the approval of the Trust prior to it being worked. Where an Employee works overtime and seeks to be granted time off in lieu (TOIL) pursuant to 4.2.9 for the overtime, the approval of the Trust may be granted either before or after the working of the overtime.

- 4.2.5 The factors which should be taken into consideration in approving either the payment of overtime or giving of TOIL to such Employees are:
- the nature and extent of the extra duty;
 - whether the extra duty has been directed and certified, and
 - whether the extra duty is regular and excessive (compared with that worked by staff generally at the same level) over a long period of time (i.e. on a continuing basis).
- 4.2.6 **Day Worker Or 7 Day Week Worker**
- 4.2.6.1 Overtime will be paid as a multiple of an Employee's Ordinary Rate of Pay as follows:
- (a) Overtime worked from Monday to Friday at 1.5 times for the first three (3) hours and 2.0 times thereafter.
 - (b) Overtime worked on a Saturday and Sunday at 2.0 times with a minimum payment of three (3) hours.
 - (c) Overtime worked on a Public Holiday at 2.5 times with a minimum payment of three (3) hours.
- 4.2.6.2 In this clause the Employee's Ordinary Rate of Pay is the applicable rate prescribed by Schedule 2, and in the case of casuals includes the Employee's casual loading.
- 4.2.7 **Shift Worker**
- 4.2.7.1 Overtime will be paid at 2.0 times the Employee's Ordinary Rate of Pay.
- 4.2.7.2 A casual Employee will be paid 2.2 times the appropriate permanent Ordinary Rate of Pay. This loading is inclusive of the casual loading.
- 4.2.7.3 Overtime worked on a Public Holiday will be paid in accordance with sub-clause 4.2.6.1(c)
- 4.2.8 **Exclusion Of Overtime**
- The provisions of clause 4.2 - Overtime do not apply to any Employee whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the Level 5 classification as outlined at Schedule 2.
- 4.2.9 **Time Off In Lieu (TOIL)**
- 4.2.9.1 By agreement between the Trust and when requested by an Employee, Overtime otherwise payable as prescribed in clause 4.2.3 may be taken as time off in lieu (TOIL) of payment at single time, (i.e. time off for time worked). This does not apply to overtime worked on a Public Holiday, in which case the provisions of clause 6.3.3 apply.
- 4.2.9.2 An Employee shall not accrue more than 38 hours (5 working days) for the purposes of TOIL in any one (1) month.
- 4.2.9.3 An Employee may accrue up to a maximum of 38 hours (5 working days) for the purposes of TOIL, at which point they will be required to take TOIL within three (3) months of working the overtime unless otherwise agreed. TOIL must be taken before the end of the financial year in which the overtime is worked.
- 4.2.9.4 The taking of TOIL will occur at a time suitable to both the Employee and the Trust, or failing this by the Trust providing two (2) days' notice.
- 4.2.9.5 Any accrued TOIL hours not taken will be paid at the Employee's overtime rate of pay prescribed at clause 4.2.6 (Day Worker or 7 Day Week Worker) and clause 4.2.7 (Shift Worker) at the time of termination of employment.
- 4.2.10 **Rest Period After Overtime**
- 4.2.10.1 When overtime work is necessary it shall, wherever reasonably practicable, be arranged that Employees have at least eight (8) consecutive hours off duty between the work of successive days.

4.2.10.2 An Employee (other than a casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of Their ordinary work on the next day that the Employee has not had at least the number of consecutive hours off duty prescribed at sub-clause 4.2.10.1 between those times, the Employee shall, subject to this sub-clause, be released after completion of such overtime until They have had eight (8) consecutive hours off duty as prescribed at sub-clause 4.2.10.1 without loss of pay for ordinary working time occurring during such absence.

4.2.10.3 If on the instruction of the Trust, an Employee resumes or continues work without having had the number of consecutive hours off duty as prescribed at sub-clause 4.2.10.1 the Employee shall be paid at double time until released from duty for such period. The Employee shall then be entitled to be absent from work until They have had the number of consecutive hours off duty as prescribed at sub-clause 4.2.10.1 without loss of pay for ordinary working time occurring during such absence.

4.2.11 Recall To Work

4.2.11.1 An Employee recalled to work overtime after leaving the Trust's business premises (whether notified before or after leaving the premises) will be paid for all time worked, with a minimum of 3 hours paid at the appropriate overtime rate for each time the Employee is called back. In this situation, except where unforeseen circumstances arise, the Employee is not required to work the full 3 hours if the work the Employee was called back to perform is completed within a shorter period.

4.2.11.2 The provisions of sub-clause 4.2.11.1 do not apply in cases where it is customary for an Employee to return to the Trust's premises to perform specific work outside the Employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

4.3 FLEXITIME

4.3.1 Flexitime is a flexible arrangement of working time, which allows Employees to negotiate how, and when hours will be worked within agreed limits and conditions. These arrangements apply where agreed between an Employee and the Trust.

4.3.2 The introduction of flexitime is not designed to increase or reduce the total number of ordinary hours that must be worked by any Employees.

4.3.3 If an Employee is directed and authorised to work in excess of Their normal hours of duty and those hours are in excess of the limit of ordinary hours prescribed at sub-clause 4.1.3, then overtime rates or TOIL apply as per this Agreement.

4.3.4 Flexitime arrangements are designed for the mutual benefit of Employees and the Trust, and are introduced to make the workplace more family-friendly and responsive to the needs of individual Employees and the Trust.

4.3.5 The use of flexitime will also take into consideration the needs of the Trust and customer service responsibilities.

4.3.6 Flexitime schemes should provide:

- The span of working hours that can be included are Monday to Friday (bandwidth) and any times that require compulsory attendance (referred to as 'core time').
- The required minimum break for meals (needs to be at least 30 minutes).
- The maximum number of hours that can be worked in one day (should normally be restricted to 9.5 provided that no more than five (5) hours are worked without a minimum 30 minute meal break).
- The span of time during which meals can be taken (for example, lunch is usually a minimum of 30 minutes between 12 noon and 2:00 pm).
- That if an Employee is in debit to an amount greater than the maximum allowable and this cannot be made up then some adjustment in pay may be necessary.
- That if total accumulated hours exceed the maximum credit allowable, the Employee may forfeit hours so that the amount carried into the next accounting period does not exceed the maximum allowable.

- 4.3.7 An Employee can elect to not participate in a flexitime scheme.
- 4.3.8 The Chief Executive Officer may withdraw access to any flexitime system as part of performance or disciplinary processes or as operational requirements necessitates.
- 4.3.9 The particular recording system for each flexitime scheme needs to be clarified to all Employees. A separate record should be maintained of overtime worked as distinct from flexitime.
- 4.3.10 If an Employee accumulates sufficient time by working in excess of the ordinary hours of duty, the Employee may, with approval from the relevant Manager take the agreed amount of flexi leave off. The Chief Executive Officer may cancel flexi leave at short notice if the Chief Executive Officer considers the needs at the workplace require an Employee's presence.

4.4 WORKPLACE FLEXIBILITY

- 4.4.1 The parties agree that the Trust may negotiate and reach agreement at a workplace level with Employees of the Trust (including an individual Employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of Employees (including taking into account Employees' family and other non-work responsibilities).
- 4.4.2 The clause applies to a proposal by the Trust or Employee(s) with the Trust to negotiate and agree to flexible employment arrangements operating within the Trust's workplace ("**Workplace Flexibility Proposal**").
- 4.4.3 Where the Trust or Employee(s) intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Trust or Employee(s) (as applicable) within the workplace likely to be affected of the terms of the proposal and the manner in which it is intended to operate. The Trust will provide such information to the Unions that it believes may represent Employees within the applicable workplace and will consult with the Union(s) and affected Employee(s) in accordance with the consultative principles in this Agreement.
- 4.4.4 A Workplace Flexibility Proposal may not be put to a vote by affected Employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Agreement (including a relevant Award) provided that this requirement will be deemed to be met where the Trust and the relevant Union(s) have agreed that this requirement has been met.
- 4.4.5 Where a majority of affected Employees agreed (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Agreement ("**Workplace Flexibility Agreement**").
- 4.4.6 A party may apply to vary this Agreement to add any Workplace Flexibility Agreement as an Appendices titled "Workplace Flexibility Agreements" to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the variation provisions under the Act and will operate only in respect of the name Employee or group of Employees within the Trust.

4.5 INCLEMENT WEATHER

4.5.1 Definition Of Inclement Weather

- 4.5.1.1 Inclement weather will mean the existence of rain or abnormal climatic conditions (e.g. hail, severe cold, high wind, severe dust storm, extreme high temperatures for the locality concerned, or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees to continue working whilst exposed to the conditions.
- 4.5.1.2 Weather will be regarded as inclement by the site management following consultation with the Employees concerned. Regard will be had to the normal and prevailing weather conditions for the location of the work.
- 4.5.1.3 A reasonable approach will be taken to inclement weather, which will mean work will continue unless it is either unreasonable or not safe for Employees to continue working.

4.5.2 Exemptions To Inclement Weather

- 4.5.2.1 If an Employee operates machinery fitted with a functional weatherproof cab, this will not be deemed to be exposed to inclement weather.

4.5.2.2 If an Employee is not affected by the inclement weather, even though others may be so; They must continue working normally and, if necessary, will be provided with adequate protective clothing.

4.5.3 **Transfer**

On any site or section of a site affected by inclement weather Employees may be transferred to another site or section of the site for productive work. We will take a reasonable approach when requiring Employees to transfer from one work area to another. This will include giving consideration to the distance to be travelled and the time of day, however We maintain the discretion to make the final decision as to when the transfer is appropriate.

4.5.4 **Alternative Arrangements**

4.5.4.1 Should the transfer option be considered inappropriate by Us, if Employees are directly affected by the inclement weather They may be required to attend the Trust office or other location to perform general duties and/or attend safety, skills development or training sessions or to attend meetings to discuss the organisation of work as directed by Us.

4.5.4.2 Where none of the foregoing is available, Employees may be required to remain on site until the inclement weather has ceased. We will adopt a common sense approach and will not unreasonably refuse to authorise You to leave the site on an appropriate approved leave basis at Our discretion.

4.5.5 **Compliance**

Unless Employees comply with all the provisions of this clause, they may not be entitled to payment for wages during periods of inclement weather.

4.5.6 **Hot Weather**

In the event of hot weather, Employees may, subject to our agreement, commence their normal working hours prior to commencement time prescribed in clause 4.1.1. Where this occurs at an Employee's request, no penalty payments will be made for time worked outside of the ordinary working span of hours.

4.6 **BREAKS**

4.6.1 Where an Employee works at least five (5) continuous hours, they will be entitled to a 30 minute unpaid meal break. That time will not count as part of an Employee's ordinary working hours. In any event no Employee will be required to work more than five (5) hours without such a break.

4.6.2 Where a Shift Worker is required by an authorised person to work without having had, or commenced, a minimum meal break, the Employee shall be paid an additional 50% of the Employee's Ordinary Hourly Rate of Pay, from the commencement of the sixth hour until the Employee is provided with a meal break. The payment prescribed in this sub-clause is not payable if the meal break is not taken due to a request by or on behalf of the Employee. 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 of work.

4.6.3 Unless the Trust has already made payment of a penalty, a penalty payment under this clause must be requested by the Employee to be paid within 8 weeks of the end of the pay cycle in which the meal break was not provided, absent which no penalty is payable under this clause.

4.6.3 Subject to the provisions of this clause, the actual timing of breaks will be taken at times as determined by the Trust based on operational requirements.

4.6.4 Employees will continue the practice of not stopping work to take defined mid-morning tea breaks. Trust management and Employees concerned have identified ways that make it possible for the Employees concerned to partake of refreshments during working hours at whichever site they happen to be working at.

4.6.5 An Employee who is required to work more than two (2) hours after Their normal finishing time on a week day is entitled to an additional half hour unpaid meal break. The "normal finishing time" for this purpose of this clause is the time an Employee, with the agreement of Their Supervisor, normally finishes work for the day.

PART 5: REMUNERATION

5.1 RATE OF PAY

- 5.1.1 An Employee's minimum Ordinary Rate of Pay will be the rate prescribed at Schedule 2 as at date of approval from the Tribunal for the classification in which they are employed.
- 5.1.2 An Employee progresses by annual increment after the anniversary of having been appointed to a particular Level within Levels 1 to 8 until the relevant maximum salary is reached for the Employee's classification in accordance with Schedule 2. Such progression is subject to satisfactory performance of key requirements of Their role as provided for in each individual's Position Description. This will include an assessment of behaviour, competencies, skills and qualifications and work approach as it relates to Trust values as practiced in the West Beach Parks Performance Development system.
- 5.1.3 Wages will be paid fortnightly by electronic funds transfer into an Employee's bank or other recognised financial institution account.
- 5.1.4 An Employee who is absent from duty shall not be entitled to payment in respect of time of such absence except in respect of days for which the Employees is eligible for paid leave granted by the Trust.
- 5.1.5 In the event that a State Wage Case increase results in a minimum wage higher than a rate in this Enterprise Agreement, a guaranteed increase consistent with the State Wage Case minimum wage will be applied from the same date as the minimum wage comes into effect.

5.2 WAGE AND SALARY ADJUSTMENTS

- 5.2.1 The Ordinary Rates of Pay payable to Employees are those detailed in Schedule 2, which provide for salaries which will operate on and from the first full pay period to commence on or after the date specified:

Date	Level
From the first full pay period on or after 1 July 2022	<ul style="list-style-type: none"> • Levels 1 and 2 = \$1.10 per hour • Levels 3 and above = 3.0% increase per annum
From the first full pay period on or after 1 July 2023	<ul style="list-style-type: none"> • Levels 1 and 2 = \$1.10 per hour • Levels 3 and above = 3.0% increase per annum
From the first full pay period on or after 1 July 2024	<ul style="list-style-type: none"> • All Levels = 3.0% increase per annum
From the first full pay period on or after 1 July 2025	<ul style="list-style-type: none"> • All Levels = 3.0% increase per annum

- 5.2.2 The wage increases are subject to:

- 5.2.2.1 The Agreement increases take into account all work practice changes and improved efficiency initiatives as well as the ongoing implementation of productivity/efficiency measures during the life of this Agreement.
- 5.2.2.2 A commitment by all parties to a process which will allow for the ongoing identification, development and implementation of productivity and efficiency improvement measures, including, but not limited to, those identified in the Enterprise Improvement Framework as prescribed in clause 1.13, to support the guaranteed increases during the life of this Agreement.
- 5.2.2.3 This sub-clause applies to "Pegged Employees". A "Pegged Employee" is an Employee who is in receipt of a wage rate, which has been pegged at a rate above that which is generally payable in relation to the Employee's classification or position.
- 5.2.2.3.1 A Pegged Employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for the Employee's classification brings that rate up to an amount higher than the pegged rate. In this case, the increase payable shall be the difference between the new substantive rate and the pegged rate.

- 5.2.2.3.2 Once the rate of pay for a Pegged Employee's classification equals or exceeds the Employees' pegged rate, the Employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

5.3 SUPERANNUATION

Employer funded superannuation contributions will be made in accordance with the relevant federal legislation into the Superannuation SA fund.

5.4 SALARY PACKAGING ARRANGEMENTS

- 5.4.1 Employees may access a salary package with Us of up to the maximum allowed by the Australian Taxation Office for the year. 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 Trust and the Employee that enables salary-packaging arrangements to be put in place.
- 5.4.2 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.
- 5.4.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the Ordinary Rate of Pay that would have been payable had the Employee not entered into a SSA.
- 5.4.4 Where, on cessation of employment, the Trust makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the Ordinary Rate of Pay that would have been payable had the Employee not entered into a SSA.
- 5.4.5 Entry into a salary sacrifice arrangement must only occur with the genuine agreement of the Employee. An Employee may elect to access salary sacrifice arrangements or continue to be paid in accordance with this Agreement.
- 5.4.6 Employees agree that the sacrificed amount is in substitution for benefits that they would otherwise be entitled to under this Agreement.

5.5 ALLOWANCES

Where applicable, the allowances will be paid in addition to the wages payable under this Agreement. Where a Safety Net Adjustment has been awarded and the Award is varied for allowances, these increases will be passed on to Employees from the first full pay period on or after the Award increases up until the nominal expiry date of this Agreement.

5.5.1 Meal Allowance

- 5.5.1.1 An Employee, who by direction of the Trust, commences duty two hours or more before, and/or ceases duty two hours or more after the Employee's normal time of commencement or cessation of duty, where such additional duty necessitates taking a meal away from the Employee's place of residence, is to be paid an allowance for the meal at the rate prescribed in *South Australian Public Sector Salaried Employees Interim Award*.
- The provision of a free meal or the payment of a meal allowance does not apply to Employees living in the same locality who can reasonably return home for a meal(s).
- 5.5.1.2 An Employee who is required to perform duty extending beyond a meal break on a Saturday, Sunday or Public Holiday on which They would not normally be required, and who is not entitled to payment for that meal break, is paid a meal allowance for each meal necessarily taken away from the Employee's place of residence at the rate prescribed in ~~*South Australian Public Sector Salaried Employees Interim Award*~~. However, the Employee is not paid a meal allowance for Saturday, Sunday or Public Holiday work that is a normal feature of their employment.
- 5.5.1.3 The meal allowance at 5.5.1.1 and 5.5.1.2 will not apply where the Trust supplies a meal (without charge) to an Employee. Where the Trust supplies a meal for which a charge is made, the meal allowance payable to the Employees must not exceed the amount charged by the Trust for that meal.
- 5.5.1.4 Meal allowances are to be paid in addition to any payment for overtime.

- 5.5.1.5 The provision of this sub-clause shall not apply to Employees working overtime on call back as prescribed in sub-clause 4.2.11.

5.5.2 First Aid Allowance

- 5.5.2.1 An Employee who holds an appropriate current first-aid qualification and is appointed by the Trust to perform first-aid duties on at least three (3) days a week will be paid an allowance as specified in *South Australian Public Sector Salaried Employees Interim Award*. Employees required to perform the duties of a First Aid Officer for less than three (3) days will be paid an allowance calculated at the rate prescribed at Schedule 3 for each hour or part thereof.
- 5.5.2.2 Where, in the performance of Their duties, an Employee is required to hold a current First Aid Certificate (or equivalent), the Employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours). The Employee will be reimbursed by the Trust the cost of acquiring such qualifications.
- 5.5.2.3 Employee will be given the opportunity to undertake required retraining during ordinary working hours, (where such course is available during ordinary working hours). The Employee will be reimbursed by the Trust the cost of renewing the qualification.
- 5.5.2.4 Where, in the performance of their duties an Employee is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- 5.5.2.5 Payment of the First Aid allowance does not apply to those classifications where a current First Aid Certificate is required in an Employee's level of work.

5.5.3 On-Call Allowance

- 5.5.3.1 An Employee who is rostered to be on-call of a night time will be paid an allowance in accordance with Schedule 3.
- 5.5.3.2 An Employee who is rostered to be on-call during a full Saturday, Sunday or Public Holiday or any day that the Employee would normally be rostered off duty will be paid an allowance in accordance with Schedule 3.
- 5.5.3.3 Employees concerned will not be required to remain at home for the whole time of on-call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the Employee concerned prior to leaving their home.
- 5.5.3.4 If an Employee on the on-call roster wishes to interchange with another Employee on the roster, that Employee may do so providing the approval of the Trust is obtained.
- 5.5.3.5 Where an Employee rostered to be on-call is recalled, that Employee will, in addition to the allowances in this clause, will be entitled to payment for all time worked in accordance with 4.2.11 of this Agreement, with a minimum of 3 hours paid, at overtime rates in accordance with 4.2 of this Agreement.

5.5.4 Payment Of Telephone Calls

Where an Employee incurs telephone expenses on behalf of the Trust, the Trust will reimburse these provided that the expenses are reasonable and receipts or other evidence of the expense incurred are provided.

5.5.5 Wet Work

- 5.5.5.1 A wet place means a place where water is continually dripping from overhead so as to saturate the clothing of an Employee if unprotected or a place where the Employee is required to stand in water or slush so that the Employee's feet become wet if not protected.
- 5.5.5.2 An Employee required to work in a wet place (as defined) shall be paid an allowance of \$1.96 per day or part thereof. This allowance is not payable where an Employee is supplied with rubber boots and adequate waterproof clothing, including waterproof head covering, so as to protect the Employee from getting wet.

5.5.5.3 The waterproof clothing, headgear and boots supplied to an Employee shall remain in the property of the Trust. The loss of such clothing due to any cause arising out of the neglect or misuse by the Employee shall be a charge against the wages of the Employee, provided that no charge shall be made in respect of reasonable wear and tear.

5.5.6 Toxic Substances

5.5.6.1 Employees required to use toxic substances shall be informed by the Trust of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

5.5.6.2 Employees using such materials shall be provided with and shall use all safeguards as required by the appropriate Government authority or in the absence of such requirements such safeguards as are defined by a competent authority or person chosen by the Trust.

5.5.6.3 Except as provided for in sub-clause 5.5.6.2, where such safeguards include the mandatory wearing of protective equipment determined in accordance with sub-clause 5.5.6.4, such Employees shall be paid an allowance of \$0.66 per hour extra. Employees working in close proximity to Employees so engaged shall be paid \$0.53 cents per hour extra.

5.5.6.4 This provision shall not apply to:

- the wearing of gloves only;
- those classifications where the use of toxic substances and the wearing of protective clothing is a requirement of Their level of work (i.e. trade gardeners).

5.5.6.5 For the purpose of this clause, all materials which include or require the addition of a catalyst and reactive additives or two pack catalyst systems shall be deemed to be materials of a like nature.

5.5.7 "A" Class Electrical Workers' Licence

A tradesperson who is required by the Trust to possess and act upon an "A" Class Electrical Workers' Licence issued in accordance with the *Plumbers, Gas Fitters and Electricians Act 1995*, and who holds such Licence, shall be paid an additional flat amount of \$16.90 per week for each week in which ordinary hours of duty are performed. This is not an all purpose allowance.

5.6 TRAVELLING TIME

5.6.1 An Employee whose salary does not exceed the overtime limit as prescribed in clause 4.2.8 and who is required to travel on official duties outside their normal working hours and away from their normal worksite/office may be granted provisions of clause 4.2.9 of time spent in such travel subject to the following conditions:

5.6.1.1 Such travel is undertaken at the direction of the Trust.

5.6.1.2 Travelling time does not include:

- time spent in travelling to/from the Employee's home to/from Their normal worksite/office; or
- time spent in travel resulting from the transfer or promotion of an Employee to a new location.

For the purpose of this clause 'Home' means the place where the Employee stayed the night.

5.6.2 Where such travel is undertaken on a normal working day, travelling time will apply to the actual time spent in travelling within the period commencing one (1) hour after the time an Employee normally ceases duty and 12 midnight of that day.

5.6.3 For travel on other than a normal working day the maximum period which shall apply for the granting of provisions of clause 4.2.9 shall be eight (8) hours in any one (1) such day.

5.6.4 Provisions of clause 4.2.9 will not be granted for periods of 30 minutes or less.

5.6.5 Provisions of clause 4.2.9 will not be granted before the end of the second month after the month in which the travel was undertaken.

5.6.6 In no circumstances shall the provisions of clause 4.2.9 be converted to pay in lieu, however, where an Employee's services are terminated before the end of the second month after the month in which the travelling occurs and they have not taken time in lieu, the matter should be forwarded to the Trust for direction.

5.7 TRAVELLING EXPENSES

5.7.1 Employees are entitled to claim travelling, accommodation and meal expenses in accordance with the Travel Policy and Procedure, as amended from time to time.

5.7.2 Use Of Employee's Motor Vehicle

5.7.2.1 No Employee is required to use their private vehicle for official purposes if They do not wish to do so.

5.7.2.2 The payment of the allowance for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by the Trust prior to the actual use of the private motor vehicle by the Employee.

5.7.2.3 When Trust or public transport is available, that transport is to be the first preference. However, where the Trust is satisfied that there are grounds for the use of a private vehicle, reimbursement will be limited to the cost of travel by public transport.

5.7.2.4 Where an Employee has been given approval by the Trust to use the Employee's private vehicle for official purposes, such Employee will be paid an allowance in as specified in *South Australian Public Sector Salaried Employee Interim Award*.

5.7.3 Home To Office Reimbursement

5.7.3.1 Where it is necessary for an Employee to take their own vehicle to Their worksite/office for use on that day the Trust will authorise reimbursement as appropriate to the vehicle for the distance of the journey from home to the worksite/office by the shortest practical route. Payment is to be restricted to a one-way trip, not a return journey. The maximum allowable distance for that one-way trip for which an allowance is to be paid is not to exceed 32 kilometres per day, even if the distance between the Employee's home and worksite/office is more than 32 kilometres.

5.7.3.2 Where it is necessary for an Employee to perform call-back duties, the Trust will authorise reimbursement as appropriate to the vehicle for the actual return distance travelled between the Employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This applies only where an Employee is required to return to perform essential duties and not in those circumstances where an Employee has voluntarily agreed to attend to perform non-essential or optional duties.

5.8 TRAVELLING FACILITIES

5.8.1 When an Employee is required to commence/cease work before/after their normal time of commencement or cessation of work as the case may be, and usual and reasonable means of transport are not available, the Trust shall provide transport for such Employee from or to Their home or usual place of residence.

5.8.2 Where an Employee is detained at work until it is too late to travel by the last ordinary train, tram, bus or other regular conveyance to their usual place of residence, the Trust shall either provide proper travel or provide accommodation for the night free of charge.

5.9 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

5.9.1 Employees are required to wear a uniform in accordance with Trust Policy, as amended from time to time.

5.9.2 Employees will be provided with all personal protective equipment necessary to perform the job. It is an Employee's responsibility to maintain these to a reasonable standard.

5.9.3 The Trust will replace at no cost to the Employee any personal protective equipment that is damaged through fair wear and tear.

5.9.4 Safety footwear must be worn in its entirety at all times whilst Employees are on duty.

5.10 TOOLS/EQUIPMENT

5.10.1 The Trust will provide Employees with the tools and equipment necessary to perform the duties of the job.

5.10.2 Tool Allowance

Tradespersons shall be paid the following all-purpose allowance for supplying and maintaining Their own tools ordinarily required in the performance of Their work as tradespersons. The provisions of this clause do not apply where the Trust supply all tools in accordance with clause 5.10.1.

Trade	Per week
Mechanical/Fabrication/Electrical	\$13.00
Carpenter	\$22.82
Painter	\$5.63

5.11 HIGHER DUTIES**5.11.1 Period Of Engagement**

5.11.1.1 An Employee engaged for more than five (5) consecutive working days on duties carrying a higher rate than the Employee's ordinary classification shall be paid at the rate applicable to the base Ordinary Rate of Pay of the higher post for the period during which They act or at the rate of the incremental step of the higher post next above their normal salary (whichever is the greater).

5.11.1.2 An Employee when eligible for higher duty allowance will be paid from the time at which They commenced such duties.

5.11.1.3 With the exception of situations forming part of an equal opportunity or planned training and development program, the higher duties/responsibilities will be allocated to the most competent, available Employee.

5.11.1.4 Where it is known that the higher duties will need to be performed for a period in excess of six (6) months by the same person, then the opportunity will be advertised to all eligible Employees.

5.11.1.5 When a Public Holiday occurs while an Employee is receiving a higher duties allowance They will be paid at the higher rate of pay for the holiday.

5.11.1.6 An Employee from time to time may be offered work at a higher classification level for up to 12 months duration, during which time an extension to a maximum of a further 12 months may occur. Upon the completion of the mutually agreed period of time the Employee will revert to Their previous classification level. Prior to the commencement of the higher level duties, agreement in writing will be obtained between the Trust and Employee regarding the period of time, rate of pay and classification level.

5.12 REIMBURSEMENT OF COSTS**5.12.1 Reimbursement Of Reasonable Child Care Costs**

5.12.1.1 Where an Employee, other than a casual Employee, is given less than 24 hours prior notice that They are required to work outside of their ordinary hours of work, and consequently the Employee utilises paid child care, the Trust will reimburse the reasonable child care costs incurred by the Employee arising from performing such work, subject to this clause.

5.12.1.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.

5.12.1.3 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.

5.12.1.4 The reimbursement will be in respect of the reasonable costs incurred by the Employee in respect of the work.

- 5.12.1.5 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Sector Employment.
- 5.12.1.6 The Employee will provide the Trust 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.
- 5.12.1.7 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.

5.12.2 Reimbursement Of Reasonable Travel Costs

- 5.12.2.1 Where an Employee, other than a casual Employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the Employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 5.12.2.2 The work, or the hour(s) to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the Employee.
- 5.12.2.3 The Employee ordinarily uses public transport.
- 5.12.2.4 Travel is by the most direct or appropriate route.
- 5.12.2.5 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Sector Employment.
- 5.12.2.6 The Employee will provide the Trust with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

5.13 OVERPAYMENT

- 5.13.1 In the event that the Trust overpays an Employee, They agree that the Trust may recover that overpayment by equal instalments over a reasonable period agreed to between The Employee and Trust.
- 5.13.2 Where an Employee's employment is terminated and as at the date of termination there is an overpayment of wages, Employees agree that the Trust may set off that overpayment against any wages or entitlements that the Trust owes the Employee upon termination.

PART 6: LEAVE**6.1 ANNUAL LEAVE**

- 6.1.1 Permanent Employees are entitled to four (4) weeks (20 days) paid annual leave per service year. Annual leave will accrue on a pro-rata basis each fortnight.
- 6.1.2 Where an Employee is regularly rostered to work on Sundays and Public Holidays, They will be entitled to an additional one (1) week (5 days) paid annual leave per completed year of service. In this case the additional annual leave will accrue on a pro-rata basis each month. In this clause, "regular "means that the Employee works at least 20 Sundays and Public Holidays in a year.
- 6.1.3 Annual leave will be taken at times agreed between the Trust and the Employee, or at any other time(s) upon two (2) weeks' notice of the requirement to take leave being given by Us to the Employee. If the Trust determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.
- 6.1.4 By agreement between the Trust and Employee, a permanent full-time Employee may take annual leave in single day periods not exceeding ten (10) days in any calendar year for the purposes of carer's leave.
- 6.1.5 Payment is based on an Employee's Ordinary Rate of Pay at the time of taking annual leave for the number of ordinary hours that would have been worked during the period of annual leave. Annual leave hours paid will be deducted from an Employee's accrued entitlement.
- 6.1.6 Where Trust works, or a section of the works are closed down for the purposes of allowing annual leave to all or the bulk of the Employees concerned, the Trust may stand off for the duration of the close down all Employees on the works or section of the works concerned, and allow a full period of leave to Employees qualified for such a period of leave and to those who are not so qualified paid leave on a proportionate basis to the completed months of the Employee's continuous service.
- 6.1.7 Normally annual leave must be taken within 24 months after its accrual. Postponement of the taking of annual leave beyond the 24 months in which it should be taken will only be authorised by the Trust when such action is required by Us or other special circumstances exist.
- 6.1.8 The annual leave to which the Employee is entitled in respect of any one (1) year of service shall be taken in one period unless the Trust is satisfied that good reason exists for allowing such leave to be taken otherwise.
- 6.1.9 Where a Public Holiday as prescribed by clause 6.3 of this Agreement occurs during an Employee's annual leave, on a day which would otherwise be a normal working day, the period of such leave will be extended by one (1) day.
- 6.1.10 The Trust may require an Employee to take separately from the remainder of Their annual leave not more than three (3) days of the annual leave entitlement on any of the days (not being a Saturday, Sunday or Public Holiday), which fall between 25 December in any one year and 1 January in the next succeeding year.
- 6.1.11 Employees shall be granted leave to which they are entitled in respect to the first year of service before the expiration of their next year of service. The annual leave to which they are or may become entitled to in respect of each subsequent year of service shall be granted before the expiration of the next subsequent year of service.
- 6.1.12 Where leave is granted under sub-clause 6.1.10 before the expiry of the year of service in respect of which the Employee is entitled to that leave and the Employee is terminated or has Their service terminated before the expiry of that year of service, the Trust may require that Employee to pay to Us the monetary value of leave granted in respect of which service has not been performed by that Employee.
- 6.1.13 Where an Employee who is entitled to leave in accordance with sub-clause 6.1.10 terminates or has their service terminated before they are granted that leave They shall be paid the monetary value of that leave on a pro-rata basis.

6.1.14 Leave Loading

- 6.1.14.1 In addition to the payment in sub-clause 6.1.5, an Employee will be paid annual leave loading of 17.5% or the value of the shift loading that they would have otherwise received if They had worked and not been on leave during the relevant leave period, whichever is the higher.
- 6.1.14.2 The loading prescribed by this sub-clause shall be paid subject to any restrictions as to salary ceiling which applies in the South Australian Public Service from time to time.
- 6.1.14.3 The loading shall be paid in amounts of proportion to the actual period of annual leave taken, calculated to the nearest cent.
- 6.1.14.4 Unless the Trust otherwise direct in writing, an Employee must repay the annual leave loading granted in respect of that period which is not being performed by the Employee at the time They leave the employment of the Trust.
- 6.1.14.5 The *Public Service (Recreation Leave Loading) Award* limits the amount of leave loading payable to an employee annually. The maximum dollar value of leave loading payable to an employee annually shall be the same as the figure prevailing in the *Public Service (Recreation Leave Loading) Award*, as amended from time to time.
- 6.1.15 No annual leave shall accrue in respect of continuous absences of leave without pay, for periods in excess of a calendar month.
- 6.1.16 Any annual leave accrued but not taken will be paid out on termination of employment based on an Employee's Ordinary Rate of Pay at that time.

6.2 PERSONAL LEAVE

- 6.2.1 Permanent Employees shall accrue ten (10) days personal leave per year for the purposes of taking leave if They are unable to attend work because of a personal injury or illness (sick leave), or because They have to care for a member of Their Immediate Family or household (carer's leave) in accordance with the below Family Carer's Leave clause 6.2.13, or on the birth or adoption of a child/ren for whom the Employee has direct parental care responsibility in accordance with the below Paid Partner Leave clause 6.2.14.
- 6.2.2 Payment is based on an Employee's Ordinary Rate of Pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) at the time of taking personal leave.
- 6.2.3 Personal leave will accrue and be credited to Employees each fortnight.
- 6.2.4 For the purpose of this clause, the word "injury" includes personal injury but does not include any injury for which compensation is payable under the Return to Work Act 2014 (SA), as amended.
- 6.2.5 An Employee will only be entitled to sick leave if the day(s) requested for personal/carers leave was an ordinary day that They would have been required to work. Employees will be paid for the hours rostered on such days.
- 6.2.6 Employees may be required to produce a medical certificate or such other evidence as is reasonable for any absence due to sick or carer's leave. Failure to provide such proof may result in non-payment of personal/carers leave.
- 6.2.7 If an Employee is unable to attend work because of injury or illness, They must inform the Trust within two hours (2) of the normal commencement of Their shift or as soon as practicable but not later than 24 hours after the period begins unless They are unable to comply with this requirement due to reasons beyond Their control. Such advice must include:
- 6.2.7.1 the nature of the injury or illness (if known); and
- 6.2.7.2 the period expected to be away from work.
- 6.2.8 If it is not practicable for the Employee to provide prior notice of Their absence, They must notify by telephone at the first practicable opportunity. Failure to provide such notice may result in non-payment of personal/carers leave.
- 6.2.9 An Employee who becomes sick, or if they have to care for a member of Their Immediate Family or household pursuant to clause 6.2.13, while on annual leave may, provided that the Employee provides a medical certificate covering the period of illness, apply to convert the period to personal leave if applicable.

- 6.2.10 Personal/carer's leave accrued but not taken will accrue from year to year.
- 6.2.11 Unused personal/carer's leave will not be paid out on termination.
- 6.2.12 Personal/carer's leave beyond or in advance of the normal entitlement may be granted by the Trust in special circumstances.
- 6.2.13 **Family Carer's Leave**
- 6.2.13.1 For the purpose of this clause, the following are to be regarded as members of a person's family, a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent-in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
- 6.2.13.2 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 personal leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.
- 6.2.13.3 This access is available if the following conditions are satisfied:
- (a) the Employee must have responsibility for the care of the family member concerned, and
- (b) the Employee produces satisfactory evidence of sickness of the family member, if requested by the Trust.
- 6.2.13.4 In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.
- 6.2.13.5 Single day absences may be taken for carer's leave as outlined at sub-clause 6.1.4.
- 6.2.13.6 The notice and evidentiary requirements as outlined in sub-clauses 6.2.6, 6.2.7 and 6.2.8 apply.
- 6.2.13.7 In circumstances where an Employee has exhausted Their paid carer's leave entitlement They are entitled to up to two (2) days' unpaid carer's leave for each occasion on which They may have otherwise claimed paid carer's leave. A casual Employee may also access up to two (2) days' unpaid carer's leave, subject to meeting the notice and evidence conditions above.
- 6.2.13.8 The ability to access this leave does not in any way limit an Employee's right to apply for special leave in accordance with clause 6.7.
- 6.2.14 **Paid Partner Leave**
- 6.2.14.1 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 personal 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 3 months of the birth or adoption of the child/ren.

6.3 PUBLIC HOLIDAYS

- 6.3.1 Public Holidays will be recognised on those days gazetted by the State Government of South Australia.
- 6.3.2 Other than Shift Workers, an Employee who is not required to work on a Public Holiday will be paid for the time the Employee would have normally worked on such day. An Employee will be paid at Their Ordinary Rate of Pay for that day. Where an Employee is absent from their employment on any part of the day before or after a Public Holiday without reasonable cause or the prior consent of the Manager in charge, the Employee shall not be entitled to payment for such holiday.

- 6.3.3 The Trust may require an Employee to work on a Public Holiday. If an Employee is required to work on a Public Holiday, They will be paid as follows:

Type of Worker	Payment
Day Worker	<ul style="list-style-type: none"> 2.5 times the Ordinary Rate of Pay, or if the Employee requests, a day off in lieu may be granted by mutual agreement and the Employee paid at 1.5 times the Ordinary Rate of Pay (in lieu of 2.5 times).
Shift Worker or 7 Day Week Worker	<ul style="list-style-type: none"> if the Employee requests, a day off in lieu may be granted by mutual agreement and the Employee paid at 1.5 times the Ordinary Rate of Pay (in lieu of 2.5 times), or 1.5 times the Ordinary Rate of Pay and an additional day to Their annual leave, or if the Employee requests paid at 2.5 times the Ordinary Rate of Pay.

6.3.4 Taking Of Public Holidays With Annual Leave

An Employee who accrues an additional day(s) leave in accordance with sub-clause 6.3.3 is entitled to take up to a maximum of five (5) additional days annual leave per annum with Their existing entitlement so that the total period of annual leave is five (5) weeks per annum (in the case of a Day Worker) and six (6) weeks per annum (in the case of a Shift Worker or 7 Day Week Worker).

Accrued days in excess of five (5) or six (6) weeks as the case may be will be paid at the rate of 2.5 times the Ordinary Rate of Pay.

- 6.3.5 Where possible an Employee will not be required to work on more than seven (7) Public Holidays per annum.
- 6.3.6 Where an Employee works on any Public Holiday for more than Their usual daily working hours They shall, in addition to Their entitlement under sub-clause 6.3.3, be paid the rate of 2.5 times the Ordinary Rate of Pay for all time worked in excess of Their usual daily working hours.
- 6.3.7 In the case of a 7 Day Week Worker, if Their rostered day off falls on a Public Holiday, that day being a Monday to Friday inclusive, They shall be allowed a day off in lieu at the convenience of the Trust or the actual hours of duty required to be worked in accordance with clauses 3.1.1 or 3.1.2 in that period shall be reduced by the appropriate number of ordinary hours for each Public Holiday which so falls.

6.4 COMPASSIONATE LEAVE

- 6.4.1 Permanent Employees are entitled to paid leave for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work to attend the funeral within Australia of a member of Their Immediate Family.
- 6.4.2 Payment is based on an Employee's Ordinary Rate of Pay at the time of taking compassionate leave.
- 6.4.3 Employees must advise us as soon as possible of Their need to take compassionate leave.
- 6.4.4 Compassionate leave is non-cumulative.
- 6.4.5 An Employee may be required to produce suitable evidence for Their requirement to take and be paid for compassionate leave. For the purpose of this clause, 'suitable evidence' can be in the form of a death notice or statutory declaration.
- 6.4.6 An Employee may take unpaid compassionate leave by agreement with the Chief Executive Officer.

6.5 LONG SERVICE LEAVE

- 6.5.1 Employees are entitled to long service leave subject to the qualifying conditions and terms of the South Australian *Long Service Leave Act 1987*.
- 6.5.2 Long service leave conditions shall be the same as those prevailing in the *Public Sector Act 2009*, Schedule 1 Part 6 – 'Long Service Leave'.

6.6 PARENTAL LEAVE

- 6.6.1 Employees are entitled to Parental Leave in accordance with the minimum conditions of the Act, except where specified in sub-clause 6.6.3.
- 6.6.2 The Trust shall grant special leave for this purpose under the same conditions as apply to Employees employed in the South Australian Public Service.
- 6.6.3 **Paid Maternity Leave And Paid Adoption Leave**
- 6.6.3.1 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.
- 6.6.3.2 This clause applies to Employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the Tribunal of this Enterprise Agreement.
- 6.6.3.3 Subject to this clause, an Employee (other than a casual Employee) who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child or surrogate child (as applicable), is entitled to sixteen (16) weeks paid maternity/or adoption leave (as applicable) on or after the date of approval of this Agreement by the Tribunal ("the applicable maximum period"). "Adopted child and Surrogate child" means a child under 16 years of age.
- 6.6.3.4 An Employee who, at the time of taking such paid maternity, adoption or surrogacy leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks (the "applicable maximum period").
- 6.6.3.5 The following conditions apply to an Employee applying for paid maternity leave, paid adoption leave or surrogacy leave:
- (a) The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the Employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
 - (b) An Employee will be entitled to the applicable maximum period, paid at the Employee's Ordinary Rate of Pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by Public Holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 6.6.3.6 At the time of applying for paid maternity leave, paid adoption leave or paid surrogacy leave, the Employee may elect in writing:
- (a) To take the paid leave in two (2) periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
 - (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the Employee will be entitled, during the period of leave, to be paid at half the Ordinary Rate of Pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - (c) A combination of (a) and (b).
- 6.6.3.7 Part-time Employees will have the same entitlements as full-time Employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

6.6.3.8 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

6.6.3.9 Where both prospective parents are Employees covered by this Enterprise Agreement the period of paid maternity, adoption or surrogacy leave (as applicable) may be shared by Employees, provided that the total period of paid maternity, adoption or surrogacy leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the West Beach Trust.

6.6.4 Return To Work On A Part-Time Basis

6.6.4.1 Subject to this clause, an Employee is entitled to return to work after maternity or adoption leave on a part-time basis, at the Employee's substantive level, until the child's second birthday. The days and hours for the part-time arrangement will be as agreed between the Chief Executive Officer and the Employee.

6.6.4.2 The following conditions apply to an Employee applying to return on a part-time basis:

- (a) The Employee will provide such request at least six (6) weeks prior to the date on which the Employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- (b) At least six (6) weeks prior to the relevant child's second birthday, the Employee will advise the Chief Executive Officer whether the Employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis.
- (c) An Employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other Employee returning from a period of leave.

6.7 SPECIAL LEAVE

The Trust may grant up to three (3) weeks special leave with pay in any one (1) year and in excess of this period without pay, for reasons deemed appropriate by the Trust. If the period of leave without pay is in excess of one (1) calendar month per year, it is not counted as service in the determination of long service leave, sick leave or annual leave.

6.8 LEAVE WITHOUT PAY

6.8.1 Leave without pay may be granted in special circumstances approved by the Trust.

6.8.2 Leave without pay less than 22 working days in aggregate during a service year shall count as service for purposes of calculating sick leave, annual leave entitlement, Public Holiday pay, long service leave and date of salary increment.

6.9 DOMESTIC AND FAMILY VIOLENCE

There are times when an Employee who is experiencing or escaping domestic/family violence may need time away from work for a range of reasons, for example to address health, legal, child care, housing or other personal matters.

6.9.1 Flexible Safe Working Arrangements And Leave

Employees experiencing or escaping domestic/family violence are entitled to access up to 15 days' Special Leave With Pay in a 12 month period separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements). Special Leave With Pay for Domestic and Family Violence is not considered to be part of the general 15 days special leave with pay allowance for special purposes.

6.9.2 Access To Special Leave With Pay Entitlement For Domestic And Family Violence

It is entirely the choice and the right of the Employee to access up to 15 days' Special Leave With Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.

The parties acknowledge the Commissioner for Public Sector Employment has issued a Guideline in relation to this matter.

6.9.3 Workplace Performance And Conduct

Experiencing domestic/family violence may have an adverse effect on an Employee's workplace performance or conduct. At any time, the Employee may request a person to whom they may have made disclosures to inform the relevant Manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only. Where the Trust becomes aware of an Employee's personal circumstances, this information will be taken into account in any assessment of that Employee's workplace performance or conduct

6.10 STUDY ASSISTANCE AND LEAVE

In cases where We have approved external study as being job related, Employees are entitled to paid leave up to a maximum of five (5) hours per week, plus reasonable travelling time in accordance with Trust policy, as amended from time to time. No statutory or Union fees will be paid by the Trust.

6.11 JURY SERVICE

- 6.11.1 If a permanent Employee is required to attend jury service on a day that They would otherwise be required to work ordinary hours, They are entitled to be absent from work on that day(s).
- 6.11.2 Employees will be entitled to payment from Us for the difference between the payment They receive from the court for jury service and the amount of ordinary wages that They would have earned had They been at work.
- 6.11.3 Payment is conditional upon the Employee providing Us with proof of Their requirement to attend jury service.

6.12 TRADE UNION TRAINING LEAVE

The Trust may authorise attendance by Employees at Trade Union Training courses subject to the following conditions:

- 6.12.1 Employees eligible for nomination to attend courses are those persons who are members of the Union.
- 6.12.2 Approval is to be provided to attendances at Training Courses organised, run or approved by the Unions.
- 6.12.3 All nominations for attendances at courses must be made by the Union of which the Employee is a member.
- 6.12.4 Approval is subject to:
 - 6.12.4.1 A certificate of eligibility signed by the Secretary of the Union, or person nominated by the Secretary.
 - 6.12.4.2 That the Employee can be spared by the Trust (in deciding approvals the work of the Trust must be a priority and the privilege may be withdrawn at any time if considered necessary).
- 6.12.5 Time off with pay for an Employee eligible to attend courses may be granted up to a maximum of ten (10) working days during two (2) calendar years to be calculated from the date the Employee is first granted leave to attend a Trade Union Training course. Time off with pay in excess of this entitlement may be granted in special circumstances at the discretion of the Trust but in no case will the amount exceed 20 working days during two (2) years. All other costs related to the attendance at a course will be the responsibility of the nominating Union.

- 6.12.6 Time off with pay for part-time Employees eligible to attend courses may be granted in accordance with the following table.

Hours Worked	Days that may be granted per two (2) calendar years	Days that may be granted as per sub-clause 6.12.5
15-20	3	6
21-25	4	8
26-30	6	12
31-35	8	16
36-38	10	20

- 6.12.7 Where an Employee is absent on Trade Union Training on their programmed day off, such day will stand as the programmed day off. The Employee is not permitted to substitute another day for the programmed day. Accordingly, that day is not to be debited as training and the Employee may utilise the day if additional Trade Union Training is sought later in that two (2) calendar year period.

PART 7: TERMINATION**7.1 PERIOD OF NOTICE****7.1.1 Notice Of Termination By Us**

- 7.1.1.1 In order to terminate a permanent Employee's employment, the Trust must provide the applicable period of notice specified in the table below:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

Notice may be given at any time provided that the termination of employment shall take effect at the end of a day's work or by the payment or forfeiture of a week's wage.

- 7.1.1.2 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Trust requiring the Employee to work part of the required period of notice and by making payment in lieu for the period of notice not worked. Payment in lieu is at Trust discretion.
- 7.1.1.3 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time not worked during the period of notice (had employment not been terminated) will be used.
- 7.1.1.4 The period of notice in this clause, shall not apply in the case of serious and wilful misconduct, in which case notice may be immediate. The period of notice in this clause also does not apply to an Employee engaged for a specific period of time or for a specific task(s), a casual Employee or an Apprentice or Trainee.
- 7.1.1.5 Where an Employee has been given notice in accordance with sub-clause 7.1.1.1, the Employee shall continue in employment until the date of the expiration of such notice. An Employee who, having been given notice, without reasonable cause (proof of which shall lie on the Employee) is absent from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done by the Employee within that period. Provided that where the Trust has given notice, an Employee (other than a casual Employee), on request, shall be granted leave of absence without pay for one (1) day in order to look for alternative employment.
- 7.1.1.6 If an Employee is justifiably dismissed for any reason They shall be entitled to payment for work performed in that week proportionate to the time worked but that only.

7.1.2 Notice Of Termination By Employees

- 7.1.2.1 The notice of termination required to be given by a permanent Employee (resignation) is one (1) week during the first 12 months of employment and two (2) weeks thereafter or as stated within Contract of Employment. If the notice period stated within the Contract of Employment is greater than that stated in this Agreement the Contract of Employment shall override this Agreement. Notice may be given at any time provided that the termination of employment shall take effect at the end of a day's work or by the payment or forfeiture of a week's wage.
- 7.1.2.2 If an Employee fails to give the correct notice, the Employee agrees that Trust has the right to withhold or deduct from any monies owed to the Employee, an amount equal to the Ordinary Rate of Pay for the period of notice not given.
- 7.1.2.3 Where an Employee has given notice in accordance with sub-clause 7.1.2.1, the Employee shall continue in employment until the date of the expiration of such notice. An Employee who, having given notice, without reasonable cause (proof of which shall lie on the Employee) is absent from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done by the Employee within that period.

7.2 RETURN OF PROPERTY

7.2.1 Upon termination of employment for any reason, an Employee must immediately return all Property belonging to Us.

7.2.2 For the purpose of this clause 'Property' includes anything:

7.2.2.1 that the Trust notifies as Our Property;

7.2.2.2 an Employee is directed to return to the Trust at the end of Their employment, and

7.2.2.3 an Employee should be reasonably aware of that is the Trust's Property.

For example, Property includes but is not limited to keys, uniforms, phones, computers and equipment.

7.2.3 For any outstanding Property not returned, costs or money owed by an Employee to the Trust, the Trust has the right to withhold or deduct from the final payment of monies owed to the Employee an amount equal to the reasonable value of what is owed to the Trust by the Employee.

SIGNED FOR AND ON BEHALF of

West Beach Trust)
(ABN: 79860293280)

) K Anderson
) Name: Katherine Lucy Anderson
) Position: CEO
) Address: 1 Military Rd
WEST BEACH SA 5024

Dated: 3/3/2023

in the presence of:

Witness

) S Flueck
) Name: SARA FLUECK
) Address: 1 MILITARY RD
WEST BEACH SA 5024

Dated: 3/3/2023

SIGNED FOR AND ON BEHALF of
Chief Executive, Attorney-General's Department
(as the declared employer of the public
employees pursuant to the Fair Work Act (General)
Regulations 2009)

) SP Johnson
Name: SIMON JOHNSON

Dated: 3/3/23

in the presence of:

Witness

) S Flueck
) Name: SARA FLUECK
) Address: 1 MILITARY RD
WEST BEACH SA 5024

Dated: 3/3/2023

SIGNED FOR AND ON BEHALF of

the Public Service Association of SA

) N Brown
) Name: Natasha Brown
) Position: General Secretary
) Address: 122 Pirie Street
Adelaide SA

Dated: 2/3/23

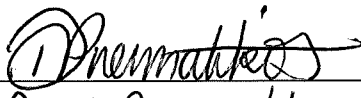
in the presence of:

Witness

) A White
) Name: AUSTIN WHITE
) Address: 122 PRIEST
ADELAIDE SA

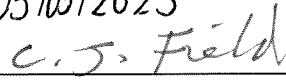
Dated: 2/3/23

SIGNED FOR AND ON BEHALF of
the United Workers Union

) 
) Name: Demi Pnevmatikos
) Position: National Executive Director/SA Secretary
) Address: 101 Henley Beach Road
Mile End SA 5031

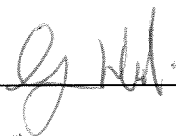
Dated: 03/03/2023

in the presence of:
Witness

) 
) Name: CHRIS FIELD
) Address: 101 HENLEY BEACH ROAD
MILE END S.A. 5031


Dated: 03/03/2023

SIGNED FOR AND ON BEHALF of
the Australian Workers' Union –
Greater South Australian Branch

) 
) Name: Gary Henderson
) Position: Assitant Secretary
) Address: 22-24 Main ST
Mawson Lakes 5095 S.A.

Dated: 6/3/2023

in the presence of:
Witness

) 
) Name: NATHAN CRACK
) Address: 22-24 MAIN ST
MAWSON LAKES

Dated: 6/3/23

SCHEDULE 1

CLASSIFICATION STRUCTURE – LEVEL DESCRIPTORS

	Qualifications
Definition 1:	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade Certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition e.g. Certificate III.
Post-trade Certificate:	A course or courses of study augmenting a trade certificate and usually requiring at least 300 hours of study.
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
Diploma	A two year full time or four year part time course with a Year 12 prerequisite.
Advanced Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post Year 12 study.
Degree	A recognised degree or three year full time diploma from a tertiary institution. The degree may take between 3 and 5 years to complete on a full time basis, and may be combined with a graduate certificate or diploma.
Post-Graduate degree:	A recognised Masters Degree or Doctoral Award (for the purposes of these descriptors, a post graduate certificate or diploma of up to one year's full time study is included in the same category as a degree and is not included in this postgraduate category).

Definition 2

Extensive and/or significant

When applied to statements including

- a) Revenue and/or Expenditure – Greater than \$3m
- b) People Management – Greater than 50 employees
- c) Experience – Greater than 7 years.

Definition 3:

Supervision, Line Management, Management

Supervision is distinguished in these descriptors, from line management and management. Supervision refers to providing day to day guidance, straightforward rostering, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring.

Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

Line management refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff. Management adds to line management the setting of longer term priorities and objectives, the shaping of organisational structures and a greater influence over the size and composition of the resources available.

Definition 4: Classification Dimensions

Education, training and experience

The type and duration of formal education and training which the duties of the classification level typically require for effective performance. Education and training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures. Experience is the process of acquiring skills and knowledge through previous employment.

Supervision and independence

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction.

Task level

The type, complexity and responsibility of tasks typically performed by staff within each classification level.

Judgment and problem solving

Judgment is the ability to make sound decisions based on an understanding of relevant procedures and, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action.

CLASSIFICATION STRUCTURE - LEVEL DESCRIPTORS

LEVEL 1	
Education, Training and Experience	Basic levels of reading, writing, and numeracy to understand direction given to routine tasks.
Tasks/activities undertaken to achieve purpose and impact of the role	Perform repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.
Judgment and Problem Solving	Solve problems where the situations encountered are repetitive, and alternatives are limited and readily learned, and the required action can be confirmed by written procedures, instructions, or guidelines or can be readily referred to a supervisor.
Supervision and Independence	Close supervision. Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.
LEVEL 2	
Education, Training and Experience	Basic knowledge and skills to understand and apply work procedures, practices and systems. <ul style="list-style-type: none"> • Completion of year 12 with nil to 12 months relevant work experience, or • Completion of year 10 and typically 2 to 3 years relevant work experience, or • Completion of Certificate I or II with work related experience.
Tasks/activities undertaken to achieve purpose and impact of the role	Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.
Judgment and Problem Solving	Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.
Supervision and Independence	Routine supervision, however, employees operate with some autonomy and have some limited discretion to choose between established methods and sequences provided set priorities, standards and timetables are met. Direction is provided on the tasks to be undertaken. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.

LEVEL 3	
Education, Training and Experience	<ul style="list-style-type: none"> • Completion of a relevant trades certificate or Certificate II, with experience as a qualified tradesperson upon appointment, or • Completion of Year 12 or Certificate II, typically with at least 2 year's subsequent relevant work experience, or • Completion of a Diploma with no relevant on the job experience. <p>Staff advancing through this level may perform duties which require further on the job training or knowledge, and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>
Tasks/activities undertaken to achieve purpose and impact of the role	<p>Some task complexity, requiring the practical application of detailed skills and knowledge consistent with Certificate III training level. Exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>
Judgment and Problem Solving	<ul style="list-style-type: none"> • Solve similar problems, which may require some initiative and interpretation in the application of established procedures and practices. • Where the opportunity arises, make suggestions and develop specific systems to assist in the completion of allocated tasks.
Supervision and Independence	<p>Routine Supervision to General Direction.</p> <p>Direction is provided on the assignments to be undertaken, with the job holder determining the appropriate use of established methods, tasks and sequences, where:</p> <ul style="list-style-type: none"> • task objectives are well defined, and • choices are made between a range of straightforward alternatives. <p>Guidance on the approach to non standard, more complex or new circumstances will be provided by others.</p> <p>Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p>

<p>LEVEL 4</p>	<p>Education, Training and Experience</p> <ul style="list-style-type: none"> • Completion of a relevant Certificate IV or Diploma level qualification typically with relevant work related experience (including experience gained in parallel with undertaking part time study), or • Year 12 and a detailed knowledge of specific procedures and technical skills, typically requiring at least 2 years relevant work experience, often combined with some formal training, to acquire, or • Completion of a post-trade certificate or Certificate IV and subsequent relevant experience, or • Completion of a trade certificate or Certificate III and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills.
<p>Tasks/activities undertaken to achieve purpose and impact of the role</p>	<p>Perform a variety of tasks which:</p> <ul style="list-style-type: none"> • require a sound working knowledge of relevant trade, technical or administrative practices, • include limited creative, planning or design functions, and • require an awareness of the relevant theoretical or policy context. <p>Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use or to applying skills ranging across more than one trade or area of expertise. May involve the application of specialist skills, e.g. producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment and/or applying post trade skills to maintenance tasks.</p>
<p>Judgment and Problem Solving</p>	<p>Solve standard problems within an established framework or body of knowledge by:</p> <ul style="list-style-type: none"> • applying a range of procedures and work methods, • being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures, and • selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems. <p>Will use operational experience to monitor and contribute to local procedures and systems.</p>
<p>Supervision and Independence</p>	<p>General direction. Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods and sequences, where choices are made which require some understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available. May be responsible for:</p> <ul style="list-style-type: none"> • supervising others performing a range of tasks within a single work unit, • providing on the job training and assistance to others, and/or • co-ordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. <p>May undertake stand alone work appropriate to this level.</p>

LEVEL 5	
Education, Training and Experience	<p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> • completion of a Degree without subsequent relevant work experience as a graduate upon appointment, or • completion of a Diploma consolidated by a range of experience, typically requiring at least 2 years subsequent relevant work experience to acquire, or • completion of a Certificate IV or a post-trade certificate typically consolidated by extensive subsequent relevant experience.
Tasks/activities undertaken to achieve purpose and impact of the role	<p>Perform tasks which require:</p> <ul style="list-style-type: none"> • the standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise, or • depth (i.e. the development of some areas of specialisation) or breadth of technical, trade or administrative expertise. <p>Knowledge of particular procedures or techniques is supported by a sound appreciation of the relevant theoretical or policy framework, which guides the interpretations and choices required.</p> <p>Required to exercise initiative, discretion and judgment in the performance of duties and may have delegated responsibility for work under their control or supervision in regard to scheduling workloads, resolving operational problems and monitoring the quality of work produced.</p> <p>Provides advice on matters of some complexity within their field of expertise.</p>
Judgment and Problem Solving	<p>Solve a range of problems which may require judgement and initiative based on knowledge such as policies, procedures, work instructions, guidelines and manuals.</p>
Supervision and Independence	<p>Works under general direction within broadly defined guidelines and is required to exercise autonomy and judgement in undertaking tasks or activity. Guidance is available. Work is monitored through outcomes.</p> <p>May supervise or manage employees in a single or multiple discipline team which may involve setting priorities, meeting service standards and assisting with the monitoring or review of systems.</p>

<p>LEVEL 6 Education, Training and Experience</p>	<p>Required to understand, analyse, and interpret a professional body of knowledge or substantial activity. Typically requires:</p> <ul style="list-style-type: none"> • Post-secondary degree education such as Certificate IV, or post trades Certificate, Diploma consolidated with relevant experience; or • Completion of Degree with some experience; or • extensive relevant experience of 5 years or more.
<p>Tasks/activities undertaken to achieve purpose and impact of role</p>	<p>Duties require proven expertise and competence to develop appropriate methodology and apply proven techniques in provision of specialised services. May undertake a span activities including problem definition, planning, analysis of results, and execution of judgment and delegated authority to achieve objectives.</p> <p>Responsible for unit of activity, a number of activities and/or significant projects.</p> <p>Activities require:</p> <ul style="list-style-type: none"> • Application of analytical skills and ability to write reports and recommendation. • Provision of expert advice at Department or organisation wide level. • Approval of documentation to ensure statutory requirements are met. • Negotiation on matters of significance at Department or organisation wide level. <p>May exercise Managerial responsibility for a very large operational work program. Impact of the position is at the Department/Organisation level.</p>
<p>Judgment and Problem Solving Supervision and Independence</p>	<p>Required to solve diverse and unusual problems by analysing information where interpretation of existing regulations, policies or procedures is required.</p> <p>Some discretion to innovate within own activity and take responsibility for outcomes.</p> <p>Works with broad direction. Exercises managerial responsibility for a large operation within West Beach Parks and is responsible for Employees performing a set of related activities and tasks. Direction is provided on the activity being undertaken with the person establishing and determining the use of practices or procedures as required. Activities may involve a level of creativity and/or a range of specialist knowledge. Guidance is provided as required.</p> <p>Performance is monitored by activity outcomes.</p>

LEVEL 7	Education, Training and Experience	Requires a significant level of well-developed skills and knowledge in a specialised discipline and management or specialist expertise. Typically requires <ul style="list-style-type: none"> • Post-secondary education such as a Diploma or Degree with relevant experience to consolidate the theories and principles learned; or • Extensive relevant experience of more than 5 years.
Tasks/activities undertaken to achieve purpose and impact of role	Duties require knowledge of the relationships between a range of diverse policies and activities. May develop plans or recommendations which coordinate the interests of separate sections or contributes to and shares some accountability for the decisions taken. Required to exercise judgment and delegated authority, provide expert advice, consultation and assistance and policy advice relevant to the Department, exercising a significant level of responsibility and decision making. Responsible for: <ul style="list-style-type: none"> • Development/implementation and evaluation of Department activities. • Controlling and/or coordinating projects or programs. • Provision of advice on policy matters. 	Focus is on objectives rather than procedures and precedents. Impact of the position is at the Department/Organisation level. Required to apply theoretical or policy knowledge, modify and adapt techniques to develop innovative methodologies and research and analyse a situation to propose new responses or solutions. May involve the interpretation or application of policy which has an impact beyond the immediate work area.
Judgement and Problem Solving		Line management level of supervision. Exercises managerial responsibility for a Department within West Beach Parks and is responsible for employees delivering a range of administrative technical or professional services. Direction is provided in terms of objectives. Required to regularly exercise autonomy in establishing and determining the appropriate use of practices or procedures. Guidance is available. Performance is monitored by Department or activity outcomes.
Supervision and Independence		
LEVEL 8		
Education, Training and Experience		Requires a demonstrated and comprehensive knowledge of a specialised discipline, with significant expertise and competence. Requires: <ul style="list-style-type: none"> • a relevant Degree with substantial extension of the theories and principles; and/or • a range of extensive management experience, or • postgraduate qualification with relevant extensive experience.
Tasks/activities undertaken to achieve purpose and impact of the role	Manages and formulates policies/plans. Detailed knowledge of and experience in the evaluation, development or implementation of policies, procedures and of their application in relation to a function. Required to exercise judgment and delegated authority, provide expert advice, consultation and assistance and policy advice relevant to the Department/Organisation, exercising a significant level of responsibility and decision making. Responsibilities may span a range of activities in a complex and specialised environment that require the integration of substantial theoretical (or policy) and technical knowledge to develop or apply new principles and technology. Significant impact at the Department level and impact at the Organisation/External party level.	Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May provide key strategic advice on management or technical issues. Line management level of supervision. Required to exercise autonomy in determining methodology and may be responsible for Department outcomes. Has substantial influence over the establishment of priorities and programs for a major activity. Will have scope to reset priorities or resources within overall program objectives for which the position has management responsibility. Guidance is available. Manages a significant Department and may be responsible and accountable for a series of small functions. Performance is measured against Department objectives.
Judgment and Problem Solving		
Supervision and Independence		

LEVEL 9	
Education, Training and Experience	Requires a demonstrated and comprehensive knowledge of a specialised discipline, with significant expertise and competence. Requires: <ul style="list-style-type: none"> • A relevant Degree and typically post graduate qualification, with relevant extensive experience, and/or • Extensive management expertise and supporting experience with a high level of discipline knowledge; or • Experience and expertise in the provision of strategic policy advice affecting the direction of the organisation.
Tasks/activities undertaken to achieve purpose and impact of the role	Activities require a significant creative, planning or management contribution to the development or operation of major professional, management or administrative polices or programs, and responsibility for impact on significant resources. Commonly requires significant planning, liaison, consultation, and negotiation often involving external parties and or a comprehensive knowledge of external opportunities, regulations, or requirements. Responsible for managing programs, including setting longer term priorities. Alternatively, may have wide discretion in an area of expertise and provide high level advice in a specialised area with organisational impact. Responsible for a function. Significant impact at the Department/ Organisation/ External party level
Judgment and Problem Solving	Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within broad statements of role objectives where responsibilities have been substantially delegated which may include a requirement to draw together the interests of several functional or specialist areas.
Supervision and Independence	Management level of supervision. Responsible for Department/ Operational outcomes. Manages Department and is responsible and accountable for a major function or series of smaller functions. Has independence in the allocation of resources within constraints established by the Executive Manager. Performance is measured against Department objectives.
LEVEL 10	
Education, Training and Experience	Requires a demonstrated and comprehensive knowledge of a specialised discipline, with significant expertise and competence. Requires: <ul style="list-style-type: none"> • A relevant Degree and typically post graduate qualification, with relevant extensive experience; and/or • Extensive experience and expertise in the management of significant human and material resources; or • Experience and expertise in the provision of strategic policy advice affecting the direction of the organisation.
Tasks/activities undertaken to achieve purpose and impact of the role	Activities are critical to organisation achievement of objectives. Requires the conceptualisation, development, review, and accountability for the operation of major professional, management or administrative polices or programs at the corporate level. May review, develop and establish systems to analyse and provide reports on operational viability on both existing and potential new business and service provision. Significant high-level creative, planning and management functions are required. Responsible and accountable for major function or series of smaller functions or have a strong impact on the development of significant resources or major organisational polices. Significant impact at the Department/Organisation/External party level.
Judgment and Problem Solving	Accountable for the achievement of objectives and management of programs affecting a significant business unit/function. Influential contributor to decisions over the allocation or use of substantial resources or to the development of policy with substantial corporate impact.
Supervision and Independence	Management level of supervision. Manages large scale Operation/Function or Department. Responsible for Department outcomes. Required to exercise significant levels of independent judgement and delegated authority. Has independence in the allocation of resources within constraints established by the Executive Manager. Performance is measured against Department objectives.

SCHEDULE 2

**WEST BEACH TRUST CLASSIFICATION AND REMUNERATION STRUCTURE
ORDINARY RATES OF PAY**

Applicable on the First Full pay period commencing on or after the dates specified below:

Level	Step	As at 1 October 2021	1 July 2022	1 July 2023	1 July 2024	1 July 2025
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Level 1	1	\$20.80	\$21.90	\$23.00	\$23.69	\$24.40
	2	\$21.09	\$22.19	\$23.29	\$23.99	\$24.71
	3	\$21.45	\$22.55	\$23.65	\$24.36	\$25.09
Level 2	1	\$21.73	\$22.83	\$23.93	\$24.65	\$25.39
	2	\$22.07	\$23.17	\$24.27	\$25.00	\$25.75
	3	\$22.66	\$23.76	\$24.86	\$25.60	\$26.37
Level 3	1	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
	2	\$24.93	\$25.68	\$26.45	\$27.24	\$28.06
	3	\$26.23	\$27.01	\$27.82	\$28.66	\$29.52
	4	\$26.69	\$27.49	\$28.31	\$29.16	\$30.04
	5	\$27.92	\$28.76	\$29.62	\$30.51	\$31.42
Level 4	1	\$28.24	\$29.08	\$29.96	\$30.86	\$31.78
	2	\$28.60	\$29.45	\$30.34	\$31.25	\$32.19
	3	\$29.14	\$30.01	\$30.91	\$31.84	\$32.79
	4	\$30.25	\$31.16	\$32.09	\$33.06	\$34.05
Level 5	1	\$32.48	\$33.45	\$34.45	\$35.49	\$36.55
	2	\$33.59	\$34.60	\$35.64	\$36.71	\$37.81
	3	\$34.71	\$35.75	\$36.82	\$37.93	\$39.06
	4	\$35.21	\$36.27	\$37.36	\$38.48	\$39.63
Level 6	1	\$36.09	\$37.17	\$38.28	\$39.43	\$40.62
	2	\$36.95	\$38.06	\$39.20	\$40.38	\$41.59
	3	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56
	4	\$38.16	\$39.31	\$40.49	\$41.70	\$42.95
Level 7	1	\$38.65	\$39.81	\$41.00	\$42.23	\$43.50
	2	\$39.60	\$40.79	\$42.02	\$43.28	\$44.57
	3	\$41.14	\$42.37	\$43.64	\$44.95	\$46.30
	4	\$41.94	\$43.19	\$44.49	\$45.82	\$47.20
Level 8	1	\$42.67	\$43.95	\$45.27	\$46.63	\$48.03
	2	\$44.32	\$45.65	\$47.02	\$48.43	\$49.88
	3	\$45.96	\$47.34	\$48.76	\$50.22	\$51.73
	4	\$47.50	\$48.93	\$50.40	\$51.91	\$53.47
Level 9	Range	\$48.90	\$50.37	\$51.88	\$53.43	\$55.04
		\$57.85	\$59.59	\$61.37	\$63.21	\$65.11
Level 10	Range	\$58.49	\$60.24	\$62.05	\$63.91	\$65.83
		\$68.09	\$70.13	\$72.24	\$74.40	\$76.64

JUNIORS**Junior Employees**

The minimum rates of wages for junior Employees are the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working:

Age	% of adult rate
16 years and under	50
17 years	60
18 years	70
19 years	85
20 years	100

APPRENTICESHIP

A Horticulture Apprentice will be paid the following percentage of a Level 3 Employee.

Year/Stage	Percentage
First 6 months	42%
Second 6 months	55%
Second Year	75%
Third Year	88%

A Mechanical Apprentice or equivalent 4 year trade apprenticeship will be paid the following percentage of a Level 3 Employee.

Year/Stage	Percentage
First year	42%
Second Year	55%
Third Year	75%
Fourth Year	88%

An adult Apprentice must receive at least the adult minimum wage as specified by the Declaration of the Minimum Standard for Remuneration Pursuant to S 69 (3) of the *Fair Work Act 1994*.

SCHEDULE 3

ALLOWANCES

TYPE	CLAUSE NO.	AMOUNT
On-Call Allowance	5.5.3	<p><u>Rostered to be on call at night time</u></p> <p>\$37.76 from the first full pay period to commence on or after 1 July 2022 \$38.89 from the first full pay period to commence on or after 1 July 2023 \$40.06 from the first full pay period to commence on or after 1 July 2024 \$41.26 from the first full pay period to commence on or after 1 July 2025</p>
		<p><u>Rostered to be on call during a full Saturday, Sunday or Public Holiday or any day that the employee would normally be rostered off duty</u></p> <p>\$62.45 from the first full pay period to commence on or after 1 July 2022 \$64.32 from the first full pay period to commence on or after 1 July 2023 \$66.25 from the first full pay period to commence on or after 1 July 2024 \$68.24 from the first full pay period to commence on or after 1 July 2025</p>

APPENDIX 1: REDEPLOYMENT, RETRAINING AND REDUNDANCY

Principles

1. The parties acknowledge the following principles that outline the core elements for the redeployment, retraining and redundancy policy for the West Beach Trust. Implementation is supported by the adoption of the Commissioner for Public Sector Employment Determination 7: Changes to Workforce Composition and Management of Excess Employees – Redeployment, Retraining and Redundancy (as varied from time to time).
2. The entitlement to redeployment, retraining and redundancy does not apply to Employees engaged on a casual basis or engaged as a term Employee and/or those absent from duty on leave without pay and who do not have a right of return to public sector employment covered by this Enterprise Agreement, on an ongoing basis.
3. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of a specific Commissioner for Public Sector Employment Guideline: Management of Unsatisfactory Performance Including Misconduct. This guideline will apply in the event that an Employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
4. West Beach Trust is a dynamic workplace 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.
5. West Beach Trust will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the Trust and, wherever possible, limit the use of term contract and labour hire staff.
6. West Beach Trust 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.
7. If the Trust undertakes a restructure/reorganisation it will consult with Employees/employee associations and actively case-manage an Employee declared excess (refer to “responsibilities section”).
8. 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.
9. 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.
10. 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.

Responsibilities

11. The Commissioner for Public Sector Employment will provide an electronic jobs vacancy facility (e.g. I Work for SA) to assist excess Employees access suitable alternative roles in a timely manner.
12. West Beach Trust will:
 - a. Ensure compliance with *The Public Sector Act 2009* and other applicable legislation; applicable industrial instruments (enterprise agreements and awards) made under the *Fair Work Act 1994* and with relevant Commissioner for Public Sector Employment determinations or guidelines including:
 - i. Consulting with Employees and employee associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.
 - ii. Ensuring that the use of term contract and labour hire staff is reduced wherever possible.
 - iii. Ensuring available roles and vacancies are promoted/advertised and support Employees to be redeployed.
 - iv. Actively case-managing 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. providing 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. adhering to voluntary separation arrangements¹ 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.

¹ Treasurer's Budget Statement June 2014: TVSP 10 weeks plus 2 weeks payment per year of service to a maximum of 52 weeks

13. 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 their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
 - ii. Co-operating with West Beach Trust or an agency to which they may be assigned, participating in re/training opportunities and making every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
 - iii. Working with an agency 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. Accepting as quickly as possible and not refusing assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (including with training).
- b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to West Beach Trust Employees.

14. 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).

The Chief Executive Officer must notify the Union/s, and at the same time the Commissioner for Public Sector Employment, at least three months prior to the Employee being due to reach the end of the 12 months of being excess. Excess Employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

Where a significant number of Employees are to be declared excess then the Commissioner for Public Sector Employment must be advised at the earliest opportunity.

This Appendix is to be read in conjunction with Determination 7: Changes to Workforce Composition and Management of Excess Employees – Redeployment, Retraining and Redundancy issued by the Commissioner for Public Sector Employment.

The parties to this Enterprise Agreement, as defined in Clause 1, agree that Determination 7: Changes to Workforce Composition and Management of Excess Employees – Redeployment, Retraining and Redundancy will be adopted as policy and apply to Employees to be covered by this Enterprise Agreement.

