Application for approval of the ASA EA 2020.

[1] An application has been made for approval of an enterprise agreement known as the ASA EA 2020 (the Agreement) pursuant to s.185 of the Fair Work Act 2009 (the Act) by Autism Association of South Australia T/A Autism SA (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 23 April 2020.

[3] On 28 April 2020, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 29 April 2020. The undertaking deals with the following topics:

- In relation to clause 7.6 of the Agreement, the Applicant will ensure that a copy of any individual flexibility arrangement agreed to under clause 7 of the Agreement is given to the employee within 14 days after the arrangement is agreed to.

- In relation to taking carer’s leave under clause 28.4 of the Agreement, it is not a requirement that the employee be responsible for the care and support of the person who is the subject of any carer’s leave taken by the employee.

- From the date the Agreement was made, being 26 March 2020, the Applicant has and will pay employees no less than the rates set out in Column A of the table in S.1.2 of Schedule I.

- In relation to clause 21 of the Agreement, Health Professional casual employees whose ordinary hours include work on Saturdays, will be paid time and three quarters which includes casual loading.
[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives that responded, supported the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and the Health Services Union (HSU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. The signature on the form F18 statutory declaration provided by the ASU was not properly witnessed. In accordance with rule 6 of the Fair Work Commission Rules 2013 (the Rules), and with the Statement issued by the Fair Work Commission on 31 March 2020 relating to the COVID-19 response, I consider it appropriate to dispense with the Rules and accept the signed declaration. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 3 May 2022.

COMMISSIONER

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<AE507955 PR718770>
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

ASA EA 2020
(Autism SA Enterprise Agreement 2020)
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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Autism SA Enterprise Agreement shall be known as the ASA EA 2020.

2. OBJECTIVES & PRINCIPLES

2.1 Objectives

Autism SA is committed to working respectfully and constructively together with the employees to create and maintain a sustainable organisation balanced with service quality, customer excellence, best practice, professional skills, competitiveness, operational efficiency, productivity, flexibility, enhanced job satisfaction, job security and remuneration in a stable employee relations environment.

The objectives of this Agreement are to:

(a) recognise the important contribution of employees to securing Autism SA’s future and working together to develop strategies to increase operational efficiency, productivity and flexibility to achieve improvements in the workplace, enhance job satisfaction, job security and remuneration;

(b) Provide a framework to enable communication, consultation and cooperation at the workplace level;

(c) Define common and fair workplace employment conditions and arrangements;

(d) Define Autism SA’s consultation and dispute resolution processes;

(e) Record negotiated terms and conditions of employment that comply with applicable legislation and that can be easily understood and implemented.

2.2 Principles

To assist Autism SA and its employees to achieve its objectives, this Enterprise Agreement is based on the following principles:

(a) The development of an organisation based on principles of flexibility, teamwork and valuing people as individuals;

(b) The creation of a working environment and practices which deliver improvements in the quality and efficiency of service;

(c) The creation of an environment which supports a culture of commitment, respect, honesty, open communication, trust, empowerment and free from discrimination with an emphasis on excellence, continuous improvement, diversity, innovation and aspiration;

(d) Recognising and celebrating success;

(e) Making all decisions on a "Best-for-Autism SA" basis means on balance, taking into account all the considerations of the business in the context of Autism SA’s strategy pillars;

(f) Developing a skilled, competent and valued workforce is crucial to the delivery of quality services;
(g) Participation by employees in decisions which involve work methods and arrangements is vital. Employees are able to contribute their particular knowledge and understanding to improve service delivery. Employees engender a sense of commitment through the ability to influence matters which affect the way work is done;

(h) Recognition of the need to be responsive to the rapidly changing environment and the need for the workforce to continually adapt to these changes;

(i) Commitment to providing a quality service and undertake to comply with and implement Commonwealth and State standards;

(j) Foster business viability, innovation and a high performing workplace that enhance job security and opportunities for professional development and career pathways;

(k) Mutual commitment to a person-centred, outcome focused, learning culture and accountability for results;

(l) Respect the rights, interests and dignity of clients and our community;

(m) Positively represent the activities and interests of Autism SA.

2.3 Continuous Improvement

(n) Autism SA is a business enterprise reliant upon operating competitively and viably within our chosen sector(s).

(o) The parties:

i. recognise the need for a collaborative, consultative, open and negotiated manner in an endeavour to improve the efficiency and productivity of the workplace;

ii. commit to working towards achieving efficiencies and best practice to ensure that Autism SA maintains a competitive and viable operation;

iii. embrace change in an agile and innovative way to improve processes, service delivery quality and safeguard issues; and

iv. commit to collaboratively achieving and maintaining the quality assurance and continuous improvement framework.

(p) Employees will be assisted to develop appropriate competencies and be provided with relevant training. Employees will also demonstrate a commitment to maintaining and improving their own professional competencies.

(q) Employees will participate in the personal and professional development process.

3. COMMENCEMENT & RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

3.1. This Agreement will operate from the first full pay period commencing 7 days after approval of this Agreement by the Fair Work Commission and will have a nominal expiry date 2 years from commencement.

3.2. It is recognised that no base hourly rate of pay will fall below the minimum relevant Health Professional & Support Services Award 2010 amount or the relevant Social Community Home Care and Disability Services Industry Award 2010 amount (or equivalent successor awards), including any relevant equal remuneration order which applies to those awards.
3.3. It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009 (Cth).

3.4. The parties agree that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009 (Cth).

3.5. Autism SA’s policies and procedures are not incorporated into this Agreement as terms of the Agreement.

3.6. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3.7. No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by law. A term of this agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which Autism SA must provide as required by law.

3.8. No Extra Claims: The parties agree not to pursue any extra claims in relation to the conditions of employment from the day on which this Agreement is approved by the Fair Work Commission until its nominal expiry date has passed.

3.9. Subject to approval by the Fair Work Commission and commencement of this Agreement, this Agreement terminates the Autism SA Enterprise Agreement 2014 (Agreement No: AG2015/2274).

3.10. Subject to clause 3.8 this Agreement can be terminated or varied at any time during the life of the Agreement by the parties’ joint written notice to the Fair Work Commission or its successor in accordance with sections 222 and 225 of the Fair Work Act 2009.

3.11. Renegotiation: It is agreed that Autism SA will aspire to commence re-negotiation for a replacement agreement at least six months prior to the nominal expiry date of this agreement.

4. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless a contrary intention is defined:

**Act** means the *Fair Work Act 2009* (Cth)

**Agreement** means this Agreement *(ASA EA 2020)*

**ASA** means Autism Association of South Australia (referred to as Autism SA)

**Award** means modern award

**Award free** means an employee whose conditions of employment are not subject to a modern award as set out in their ASA contract of employment

**Base hourly rate** (also referred to as ordinary rate) means the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

(a) incentive-based payments and bonuses;

(b) loadings

(c) monetary allowances
(d) overtime or penalty rates

(e) any other separately identifiable amounts.

employee means an employee employed in a classification listed in Schedule 5 – Classification Definitions – Health Professionals and Schedule 6 – Classification Definitions – Social and Community Services Employees of this Agreement

employer means Autism Association of South Australia trading as Autism SA

equal remuneration order (ERO) means an order made by the Fair Work Commission pursuant to section 302 of the Fair Work Act 2009 (Cth) requiring equal remuneration for work of equal or comparable value.

facility means a location operated by Autism SA

FWC means the Fair Work Commission

LSL Act means Long Service Leave Act 1987 (SA)

modern award has the meaning in the Fair Work Act 2009 (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

regulations means Fair Work Regulations as permitted under the Fair Work Act 2009 (Cth).

redundancy is as defined by the provisions of the NES

5. COVERAGE

The parties to this Agreement are:

5.1. Autism Association of South Australia [ABN 98 164 545 215] trading as Autism SA, and

5.2. Autism SA employees who would otherwise be covered by the:

(a) Health Professionals and Support Services Award 2010 [MA000027] and

(b) Social, Community, Home Care and Disability Services Industry Award 2010 [MA000100].

Note: This Agreement operates to the exclusion of the awards; that is award terms and conditions will not apply whilst this Agreement operates.

5.3. The Australian Municipal, Administrative, Clerical and Services Union (SA/NT Branch).

5.4. Health Services Union SA/NT (HSU)

5.5. For the avoidance of doubt this Agreement does not apply to:

(a) Persons who are award free;

(b) Persons employed in positions for which this Agreement does not contain a relevant classification;

(c) Persons engaged under labour hire arrangements;

(d) Persons hosted by Autism SA under group training services arrangements;
(e) Persons engaged through contractor and/or sub-contractor arrangements;

(f) Persons employed in roles that would be covered by another Modern Award appropriate to the work performed by the employee and to the environment in which the employee normally performs the work, that may arise in the course of business expansion and/or diversification;

(g) Persons employed in roles which are covered by any other Autism SA Enterprise Agreement that may come into effect; or

(h) Persons excluded from award coverage by the Act.

6. ACCESS TO THE NATIONAL EMPLOYMENT STANDARDS (NES) AND THIS AGREEMENT

Autism SA will ensure that copies of the NES and this Agreement are available to all employees to whom they apply either through electronic means, or another method that makes them accessible.

7. INDIVIDUAL FLEXIBILITY AGREEMENTS

7.1 Despite anything else in this Agreement, Autism SA and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and Autism SA:

   (a) arrangements for when work is performed;

   (b) overtime rates;

   (c) penalty rates;

   (d) allowances;

   (e) leave loading; and

   (f) excursions.

7.2 Autism SA and the individual must have genuinely made the individual flexibility agreement without coercion or duress by either party.

7.3 An agreement under this clause can only be entered into after the individual employee has commenced employment with Autism SA.

7.4 The individual flexibility agreement between Autism SA and the individual employee must:

   (a) be confined to a variation in application of one or more of the terms listed in clause 7.1; and

   (b) result in the employee being better off overall at the time the individual flexibility agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.5 The individual flexibility agreement between Autism SA and the individual employee must also:

   (a) be in writing, name the parties to the individual flexibility agreement and be signed by Autism SA and the individual employee, and if the employee is under 18 years of age, the employee's parent or guardian;
(b) state each term of this Agreement that Autism SA and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between Autism SA and the individual employee;

(d) detail how the individual flexibility agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the individual flexibility agreement commences to operate.

7.6 Autism SA must give the individual employee a copy of the individual flexibility agreement and keep the individual flexibility agreement as a time and wages record.

7.7 Except as provided in clause 7.5(a) the individual flexibility agreement must not require the approval or consent of a person other than Autism SA and the individual employee.

7.8 When it is Autism SA seeking to enter into an individual flexibility agreement a written proposal must be provided to the employee. Where the employee’s understanding of written English is limited Autism SA must take measures, including translation into an appropriate language to ensure the employee understands the proposal.

7.9 The individual flexibility agreement may be terminated:

(a) by Autism SA or the individual employee giving 28 days’ notice of termination, in writing, to the other party and the individual flexibility agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between both Autism SA and the individual employee.

(c) If any of the requirements of this clause are not met then the individual flexibility agreement may be terminated by either the employee or Autism SA, giving written notice of not more than 28 days (see s.145 of the Fair work Act 2009 (Cth)).

Note: For clarity, the act of terminating an individual flexibility agreement does not terminate an employee’s employment.

7.10 The right to make an individual flexibility agreement in line with clause 7 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Autism SA and an individual employee contained in any other term of this Agreement.
8. CONSULTATION

The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.

8.1 Consultation regarding major workplace change

(a) Where Autism SA is giving serious consideration to introduce major changes in production, program, organisation, structure or technology and the change is likely to have significant effects on employees, Autism SA must:

(i) consult with the relevant employees and their representatives (if any), and inform the Consultative Committee in accordance with clause 8.3 (e) of the decision to introduce the major change;

(ii) discuss with the employees affected and their representatives, if any: and

1. the introduction of the changes;

2. the effects the changes are likely to have on employees; and

3. measures to avert or mitigate the adverse effects of such changes on employees; and

(iii) commence discussions as early as practicable after a definite decision has been made to make the changes.

(iv) In this term, relevant employee(s) will mean the employees who may be affected by the major change.

(v) The relevant employee(s) may appoint a representative or Union for the purposes of the procedures in this term.

1. If the relevant employee appoints, or relevant employees appoint, a representative or Union for the purposes of consultation and the employee or employees advise Autism SA of the identity of the representative, Autism SA must recognise the representative or Union.

2. A representative or union for the purposes of consultation must promptly, accurately and fully inform the employees they represent of the discussions under clause 8.

3. The appointment of a representative or union in no way precludes an employee from participating in the consultation process.

4. An employee may revoke their appointment of a representative or union at any time in writing to Autism SA and their representative or union.

(b) For the purposes of the discussion under clause 8.1(a)(ii), Autism SA must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(i) their nature; and

(ii) their expected effect on employees; and
(iii) any other matters likely to affect employees.

(c) Clause 8.1(b) does not require Autism SA to disclose any confidential information if its disclosure would be contrary to Autism SA’s interests.

(d) Autism SA must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes in the course of the discussion under clause 8.1(a)(ii).

(e) **In clause 8 significant effects**, on employees include:

   (i) termination of employment; or

   (ii) major changes in the composition, operation or size of Autism SA’s workforce or in skills required; or

   (iii) loss of, or reduction in, job opportunities, promotion opportunities or job tenure; or

   (iv) the alteration of hours of operation; or

   (v) the loss or reduction of hours or income; or

   (vi) the need to retrain employees; or

   (vii) the need to relocate employees to another workplace; or

   (viii) the restructuring of jobs;

(f) Where this Agreement makes provision for alteration of any of the matters defined at clause 8.1(e) an alteration is deemed not to have significant effect.

### 8.2 Consultation about changes to rosters or hours of work

(a) This clause applies if Autism SA proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

(b) Autism SA must consult with any employees affected by the proposed change and their representatives, if any.

(c) For the purpose of consultation, Autism SA must:

   (i) provide to the employee and their representatives mentioned in clause 8.1(a)(v) information about the proposed change (for example, information about the nature of the change to an employee’s regular roster or ordinary hours of work and when that change is proposed to commence).

   (ii) invite the employee to give their views about the impact of the proposed change on them (including any impact in relation to their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

(d) Autism SA must give consideration to any views given under clause 8.2(c)(ii).

(e) These provisions are to be read in conjunction with other provisions of this Agreement concerning the scheduling of work or the giving of notice.
(f) The requirement to consult does not apply to short-term / non-permanent changes such as those made to maintain staff:client ratios during periods of reduced staffing levels. For the purpose of this clause, short-term is defined as up to and including three months duration.

8.3 Consultative Committee

(a) The Consultative Committee will be comprised of the Chief Executive Officer, a further representative of the Leadership Team and elected members of staff (including Union members), ensuring a reasonable broad representation as possible of staff across the organisation;

(b) The Consultative Committee shall meet once quarterly unless the elected members of staff that are employee Committee representatives agree to meet more or less often;

(c) The committee is a conduit to facilitate exchange of information and is not necessarily the group that will action the matter;

(d) The Committee provides a conduit for bringing together organisational wide representatives to enable effective and timely consultation and communication between employees and management, including:

(i) workplace/ cultural / business issues that may have significant implications for employees or are the result of an introduction of change;

(ii) seeking employees’ opinions, views and engagement in the pursuit of improvements, innovation, flexibility and sustainability;

(iii) Issues that are unlikely to be resolved in a business unit area or impact across a number of areas across the organisation;

(iv) positive feedback; and

(v) items that arose during the enterprise agreement negotiation process and were set aside for handling separately to the negotiations.

(e) The Consultative Committee is part of the change management process and will be kept informed of change resulting from clause 8.1(a), with explanations, as they arise and be invited to make comment to the Chief Executive Officer;

(f) The role of elected members of staff is to represent the views of their workgroup and those of other staff members should they be brought to them. The Committee shall function in a manner that is respectful and inclusive of all its members.

(g) For reference minutes are distributed electronically following each meeting.

9. DISPUTE RESOLUTION

9.1 Clause 9 sets out the procedure to be followed if a dispute arises about:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards; or

(c) any other industrial matter relating to the terms and conditions of employment or duties of Autism SA or the employee, or the work to be done in employment.
9.2 The parties to the dispute must attempt to resolve the matter at workplace level by discussions between the employee or employees concerned and relevant supervisor or more senior management, and if subsequently required the most senior level of management.

9.3 If after following the Autism SA grievance procedure a dispute about a matter arising in relation to clause 9.1 is unable to be resolved at the workplace, and all appropriate steps under clause 9.2 and the grievance procedure have been taken, a party to the dispute may refer the matter to the FWC.

9.4 The FWC may deal with the dispute in 2 stages:

(a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note:
If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.5 An employee or Autism SA may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the parties are trying to resolve the dispute using the procedures in this clause:

(a) an employee must continue to perform the work as they would normally unless he or she or Autism SA has a reasonable concern about an imminent risk to the health or safety of a person (including a client) subject to clause 9.6 (c) below; and

(b) an employee must comply with a direction given by Autism SA to perform work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable work health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(c) The above arrangements do not remove Autism SA’s capacity to direct an employee to be suspended from performing work (with pay) while investigations are carried out.

9.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.
PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10 TYPES OF EMPLOYMENT

10.1 Employment categories

(a) Employees under this Agreement will be employed in one of the following categories:

(i) full-time;
(ii) part-time;
(iii) casual;
(iv) maximum duration.

(b) At the time of engagement Autism SA will inform each employee whether they are employed on a full-time, part-time, casual basis or maximum duration basis. Autism SA may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employment

(a) A full-time employee is one who is engaged to work 75 hours per fortnight or an average of 75 hours per fortnight pursuant to clause 20 – Ordinary hours of work and rostering of this Agreement.

10.3 Part-time employment

(a) A part-time employee is one who is engaged to work less than 75 hours per fortnight or an average of less than 75 hours per fortnight and who has reasonably predictable hours of work.

(b) The terms of this Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 37.5.

(c) Before commencing employment, Autism SA and the part-time employee will agree in writing on:

(i) the minimum number of ordinary hours per week;

(ii) a regular pattern that will apply upon commencement to the employee's minimum number of ordinary hours per week including the days and the usual starting and finishing time for each work day, and where applicable regular rostering arrangements which will be provided at least one week in advance.

(d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week. However, the ordinary hours which a part time employee works in any week of a fortnight cannot exceed 45 hours.

(e) Subject to clause 10.3(d), the terms of the agreement pursuant to 10.3 (c) may be varied by agreement between the part-time employee and Autism SA and recorded in writing. Any such agreement may be ongoing or for a specified period.
10.4 Casual employment

(a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or maximum duration employee to work up to and including 75 ordinary hours per fortnight.

(b) A casual employee will be paid per hour calculated at the rate of 1/37.5 of the weekly rate appropriate to the employee’s classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements to annual leave, personal/carer’s leave, notice of termination and redundancy pay available to full-time and part-time employees.

(c) A casual employee will be paid a minimum of 2 hours, at the appropriate rate for each shift (engagement). A casual employee can be paid for a minimum of one (1) hour per shift by mutual agreement between the employee and Autism SA. For the purpose of this clause, a ‘shift (engagement)’ includes a broken shift.

(d) The ordinary hours which a casual employee works in any week of a fortnight cannot exceed 45 hours.

(e) Shift penalty arrangements are set out in:
   (i) Clause 21 - Saturday and Sunday Work, and
   (ii) Clause 24 - Shiftwork

10.5 Right to request casual conversion

(a) A person engaged by Autism SA as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to Autism SA.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, Autism SA may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include but are not limited by:
   (i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph 10.5(b);
(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where Autism SA refuses a regular casual employee’s request to convert, Autism SA must provide the casual employee with the Autism SA’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Autism SA’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or Autism SA may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time, part-time or maximum duration employment as provided for in this clause, Autism SA and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is full-time, part-time or maximum duration employment;

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3 (c); and

(iii) if it is agreed that the employee will become a maximum duration employee, the matters referred to in clause 10.6(b).

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of Autism SA.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Autism SA to require a regular casual employee to so convert.

(o) Nothing in this clause requires Autism SA to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) Autism SA must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed at the time of this Agreement becoming effective, Autism SA will provide such employees with a copy of the provisions of this subclause within two months of the Agreement becoming effective.
A casual employee’s right to request to convert is not affected if Autism SA fails to comply with the notice requirements in paragraph 10.5(p).

10.6 Maximum duration employment

(a) A maximum duration employee is an employee engaged to work for a specific period of time, task or project and/or as a trainee under a registered training contract on a full-time or part-time basis, but where there is a right for either party to terminate the engagement prior to the nominated expiry.

(b) On engagement, Autism SA and the employee shall agree on the terms of the engagement and record in writing:
   (i) the form of employment on which the employee will be employed — that is, full-time or part-time employment; and
   (ii) the matters referred to in clause 10.3 (c) if the employee is engaged on a part-time basis.

(c) Autism SA and the employee may mutually agree in writing to the maximum duration being extended or varied.

(d) When a maximum duration employee is subsequently appointed to a permanent position with Autism SA, any unbroken fixed term period completed immediately prior to the commencement of the ongoing position shall be recognised as service with Autism SA for calculating leave entitlements, provided that the employee has not taken leave or received payment instead of those leave entitlements.

10.7 Confirmation of appointment

(a) On engagement, Autism SA shall provide each new employee with written confirmation of their appointment specifying:
   (i) This Agreement applies;
   (ii) The Type of Employment;
   (iii) The Classification applicable;
   (iv) The employee’s status as a Day Worker or a Shiftworker;
   (v) the span of ordinary hours that applies to the employee as either a Day Worker or Shiftworker in accordance with clause 20.2 and clause 24.
   (vi) For part-time employees, details in accordance with clause 10.3 (c);
   (vii) For maximum duration employees, the expected end date or duration of the appointment.

10.8 Continuous Service

(a) Maintenance of continuous service: except as otherwise indicated, service is deemed to be continuous despite:
   (i) Absence of the employee from work in accordance with the employee’s contract of employment or any provision of this Agreement;
   (ii) Absence of the employee from work for any cause by leave of Autism SA;
(iii) Absence from work on account of illness, disease or injury;

(iv) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;

(v) Interruption or termination of the employee’s service by an act or omission of Autism SA with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987 (SA);

(vi) Interruption or termination of the employee’s service arising directly or indirectly from an industrial dispute if the employee returns to the service of Autism SA in consequence of the settlement of the dispute or was re-employed by Autism SA upon such settlement;

(vii) Transfer of the employment of an employee from Autism SA to a second employer where the second employer is the successor or assignee or transmitter of Autism SA’s business. In this case, service with Autism SA is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions;

(viii) Interruption or termination of the employee’s service by Autism SA for any reason other than those referred to in this clause if the worker returns to the service of Autism SA within two months of the date on which the service was interrupted or terminated;

(ix) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by Autism SA that the absence from work is to be taken as breaking the employee’s continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

(b) Calculation of period of service

(i) Subject to the provisions contained in sub-clause 35.3 - Interaction with ASA Paid Parental Leave with other leave, where an employee’s continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee’s service with Autism SA except to the extent that the employee receives or is entitled to receive pay that is Ordinary Time Earnings for the period.

(ii) Where an employee who is absent from work is receiving income protection payments from a private insurer or through a superannuation fund, the period of absence from work is not to be taken into account in calculating the period of the employee’s service with Autism SA.

(c) Service with two or more corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the Corporations Act 2001 (Cth), the service of the employee with each such Corporation will be included in the calculation of the employee’s continuous service for the purposes of determining the employee’s entitlements pursuant to clauses 11 - Termination of employment, 12 - Redundancy (severance).

11. TERMINATION OF EMPLOYMENT

11.1 Requirement for notice of termination or payment in lieu

(a) Either party may terminate employment at any time by giving the other party the required period of notice specified below.
(i) For clarification, the termination of employment takes effect at the end of a day’s work.

Note 1: the following describes situations in which this clause does not apply:

i. an employee engaged for a maximum duration (for example a specific period of time, task or project) unless the period of employment is terminated by either party prior to the nominated expiry;

ii. an employee whose employment is terminated because of serious misconduct;

iii. a casual employee;

iv. an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement

v. an employee prescribed by the regulations as an employee to whom notice of termination does not apply.

Note 2: How a notice may be given to an employee:

i. delivering it personally; or

ii. leaving it at the employee’s last known address; or

iii. sending it by prepaid post to the employee’s last known address; or

iv. sending it to the employee’s last known personal email address.

(b) Autism SA will not terminate an employee’s employment unless:

(i) the time between giving the notice and the day of termination (which cannot be before the day the notice is given) is at least the period (the minimum period of notice) worked out under 11.2; or

(ii) Autism SA pays to the employee (or to another person on the employee’s behalf) payment in lieu of notice of at least the amount Autism SA would have been liable to pay to the employee (or to another person on the employee’s behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice;

(iii) entitlements to unused Long Service leave, Annual Leave or other leave are not considered in the calculation set out in the clause 11.1(b).

(iv) If Autism SA makes payment in lieu of all or any part the prescribed notice period or agreed shorter notice period, the period for which such payment is made must be treated as service with Autism SA for the purpose of calculating any service-related entitlement of the employee.

11.2 Calculating the minimum period of notice

(a) First, calculate the minimum period of notice using the following table:

<table>
<thead>
<tr>
<th>Employee’s period of continuous service with Autism SA at the end of the day the notice is given</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>
(b) Then, increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Autism SA at the end of the day the notice is given.

11.3 Notice of termination by an employee

(a) This clause applies to all employees except those identified in clause 11.1 (a).

(b) The notice of termination required to be given by an employee is the same as required by Autism SA except that there is no requirement on the employee to give additional notice based on their age.

(c) If an employee who is at least 18 years of age does not give the required notice under 11.3(b), Autism SA may deduct from the wages due to the employee under this Agreement an amount that is no more than one week’s wages for the employee.

(d) If Autism SA has agreed to a shorter period of notice than that required under 11.3 (b), then no deduction can be made under 11.3 (c).

(e) Any deduction made under 11.3 (c) must not be unreasonable in the circumstances.

(f) A shorter period of notice of termination may be negotiated by the employee. When a shorter period of notice is agreed in writing, Autism SA shall be liable to:

   (i) pay the employee for working all of the shorter period of notice, or

   (ii) pay the employee for all hours worked within the shorter notice period and may make payment in lieu for the balance of the agreed shorter period of notice, or

   (iii) make payment in lieu of all of the agreed shorter period of notice.

11.4 Job search entitlement

(a) Subject to clause 11.1, where Autism SA has given notice of termination to an employee, the employee is entitled to time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under 11.4 (a) is to be taken at times that are convenient to the employee after consultation with Autism SA.

(c) This clause 11.4 is not applicable in the event where clause 11.5 applies.

11.5 Termination without notice

(a) Autism SA may summarily dismiss an employee without payment of notice in the event the employee’s conduct or performance is sufficient at common law or under legislation to justify dismissal for serious misconduct including, but not limited to:

   (i) willful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;

   (ii) conduct that causes serious and imminent risk to:

      1. the health or safety of a person; or

      2. the reputation, viability or profitability of Autism SA’s business
(iii) fraud
(iv) theft
(v) assault
(vi) the employee being intoxicated at work
(vii) unlawful or inappropriate conduct or workplace harassment
(viii) refusal to carry out a lawful and reasonable instruction that is consistent with the employee’s contract of employment
(ix) persistent absence from duty without proper cause
(x) wilful damage to property

(b) An employee who is summarily dismissed for any reason is entitled to payment for work in that pay cycle for only the time actually worked.

11.6 Abandonment of employment

(a) It will be considered prima facie (on the face of it) evidence that an employee has abandoned employment when he or she is absent from work for a continuous period exceeding three (3) working days or in the case of a shiftworker, a continuous period exceeding three (3) shifts without the consent of Autism SA and without notification to Autism SA of the reason for their absence and of a likely return to work date, provided that Autism SA has made reasonable effort to contact the employee to facilitate their return and to advise them of the implications of their continued unauthorised absence.

(b) In dealing with abandonment of employment Autism SA will provide the relevant employee with notice of termination in accordance with this clause 11.2.

(c) An employee who has given or been given notice and absents themselves from work during the period of notice without reasonable cause shall be deemed to have abandoned their employment and Autism SA shall be liable to make payment only for hours worked prior to the abandonment plus any accrued annual and/or long service leave entitlements.

11.7 Return of Autism SA property

(a) Upon, or prior to, termination of employment for any reason employees must return all property belonging to Autism SA. For the purpose of this clause, property includes:

(i) All records including those in electronic form, intellectual property, commercial data, property of monetary value, property purchased by or on behalf of Autism SA.

(ii) Anything the employee should reasonably be aware is the property of Autism SA.

11.8 Statement of employment

At the employee’s request, Autism SA will provide an employee whose employment has been terminated with a written statement. This statement will specify the period of employment with Autism SA, the classification and the type of work performed by the employee.
12. REDUNDANCY

12.1 Entitlement to be paid redundancy

An employee is entitled to be paid redundancy pay by Autism SA if the employee’s employment is terminated:

(a) at Autism SA’s initiative because Autism SA no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(b) because of the insolvency or bankruptcy of Autism SA.

12.2 Exclusions

(a) Sections 121, 122 and 123 of the NES describe situations in which the employee does not have this entitlement.

(b) Notwithstanding, clause 12.2 (a), this clause does not apply to employees with less than one year’s continuous service. The general obligation of Autism SA should be no more than to give such employees and their chosen representatives, which may be the Union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

(c) This clause does not apply where employment is terminated:

(i) as a consequence of conduct that at common law justifies summary dismissal; or

(ii) in the case of casual employees; or

(iii) In the case of maximum duration employees whose employment ends at the nominated expiry of their engagement.

12.3 Amount of redundancy pay

(a) In addition to the period of notice prescribed for termination in clause 11 - Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the amount of redundancy pay in respect of the employee’s continuous period of service.

(b) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee’s base rate of pay for their ordinary hours of work.

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Redundancy pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>At least 4 years and less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>At least 5 years and less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>At least 6 years and less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>At least 7 years and less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>At least 8 years and less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>At least 9 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>
(c) If an employee is entitled to be paid an amount of redundancy pay by Autism SA because of clause 12 and Autism SA:

(i) obtains acceptable alternative employment for an employee, or

(ii) cannot pay the amount,

Autism SA may make application to the FWC requesting the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.

(d) The amount of redundancy pay to which the employee is entitled under clause 12 is the reduced amount specified in the determination.

12.4 **Written notice of redundancy**

If the services of an employee are to be terminated due to redundancy Autism SA must, as soon as practicable, but prior to the termination of the employee’s employment, give to the employee a written notice as prescribed by clause 11 – Termination of employment containing, among other things, the following:

(a) The date and time of the proposed termination of the employee’s employment.

(b) Details of the monetary entitlements of the employee upon the termination of the employee’s employment including the manner and method by which those entitlements have been calculated.

(c) Advice as to the entitlement of the employee to assistance from Autism SA, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

(d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

(e) Should Autism SA fail to give notice of termination as required, Autism SA must pay to that employee the full rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with Autism SA for the purposes of the *Long Service Leave Act, 1987* (SA) as amended.

12.5 **Redeployment**

(a) If the services of an employee are no longer required due to redundancy, Autism SA will endeavour to offer suitable alternative work within the prescribed period of notice. The employee will be provided with reasonable training to assist the redeployed employee into the new position, suitable for their core skills and expertise.

(b) Transfer to lower paid duties by Autism SA:

(i) Where an employee who because of redundancy accepts an offer of alternative work for which a lower ordinary rate of pay applies, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee’s employment had been terminated.
(ii) Autism SA may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

(iii) the redundancy pay provisions under clause 12.3 will not apply and service shall be continuous in accordance with the *Fair Work Act 2009* (Cth).

### 12.6 Employee leaving during notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 11.

(b) The employee is entitled to receive the redundancy benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice period.

(c) However, the employee is not entitled to payment for any unworked period of notice.

### 12.7 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy will be entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed by Autism SA paid leave for more than one day during the minimum period of notice for the purpose of seeking other employment, the employee must, at the request of Autism SA, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(c) The entitlement under this subclause applies instead of the entitlement under clause 11.4.

### 12.8 Notification to Centrelink of proposed termination in certain cases

Where Autism SA decides to terminate the employment of 15 or more employees for reason of an economic, technological, structural or similar nature, or for reasons including such reasons, Autism SA must give written notice of the proposed termination to Centrelink in accordance with section 785 of the Act.

(a) The notice must include:

(i) the reasons for the terminations; and

(ii) the number and categories of employees likely to be affected; and

(iii) the time when, or the period over which, Autism SA intends to carry out the terminations.
PART 4 - MINIMUM WAGES AND RELATED MATTERS

13. CLASSIFICATIONS

13.1 Classification definitions

Classification definitions are set out in Schedule 5 (Classification Definitions – Health Professionals) and Schedule 6 (Classification Definitions – Social and Community Services Employees). Autism SA will advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.

13.2 Progression through pay points

Unless the employee is advised otherwise prior to progression eligibility the progression of the movement will occur subject to the following:

(a) At the end of each 12 months’ continuous employment, full time employees will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

   (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by Autism SA; or

   (ii) where Autism SA has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months’ employment

(b) Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, and in the case of a part-time or casual employee, has completed 1368 hours of similar experience.

(c) Where the requirements for pay point progression have not been met the employee will not progress to the next pay point until such time as the requirements are met.

(d) Movement to a higher classification will only occur by way of promotion or re-classification.

13.3 Pay Point entry on commencement of employment

(a) Health Professional employee – Level 1
   Under graduate 2 qualification  Pay Point 1
   Three year degree entry  Pay Point 2
   Four year degree entry  Pay Point 3
   Masters degree entry  Pay Point 4
   PhD entry  Pay Point 5

(b) Social and Community Services employee – Level 1
   Schedule 6 Clause S.6.1.2 (h) sets out entitlement to entry at: Pay Point 2

(c) Social and Community Services employee – Level 2
   Appropriate level 4 certificate and undertaking work related to that certificate:  Pay Point 2
   Appropriate diploma and undertaking work related to that diploma:  Pay Point 2

   Note 1: Schedule 6 - clauses S.6.2.1 (e) and (f) contain the details relating to the Pay Point entry entitlements above.
(d) Social and Community Services employee – Level 3
Graduates with a relevant three year degree: Pay Point 3
Graduates with a relevant four year degree: Pay Point 4

Note 1: Schedule 6 - clauses S.6.3.1 (g) and S.6.3.3 (b) contain the details relating to the Pay Point entry entitlements above.

14. SALARY PACKAGING AND SALARY SACRIFICE

14.1 Salary Sacrifice and/or salary packaging under this Agreement allows an employee to voluntarily elect to enter into salary packaging and/or salary sacrifice arrangements in respect of their wages as prescribed by the ATO from time to time, which means to receive a component of their wages in a form other than take home pay. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement. For the avoidance of doubt, the employee decides the apportionment of their salary package to salary, superannuation and non-cash benefits such as salary packaging up to the capped amount.

(a) Autism SA will select a provider of salary packaging services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.

(b) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.

(c) The eligible employees covered under this Agreement will have access to salary sacrifice and/or salary packaging arrangements subject to the following provisions:

(i) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.

(ii) The employee wishing to enter into a salary sacrifice and/or salary packaging arrangement will complete the appropriate paperwork as applicable:

1. to authorise salary sacrifice deductions for payment to their superannuation fund;

2. to establish salary packaging arrangements in conjunction with Autism SA’s preferred provider of salary sacrificing services.

(ii) Employees entering into salary sacrifice and/or salary packaging arrangements acknowledge that:

1. they have sought expert advice in relation to entering into such an arrangement; and

2. they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to Autism SA does not increase.

3. if the employee elects to continue with salary sacrificing, the costs of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement.

4. that upon resignation or termination of employment Autism SA shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
(d) Benefits available to be salary sacrificed or salary packaged are defined by the Australian Taxation Office. Autism SA may terminate a salary sacrificing arrangement at any time if changes occur to its taxation status or to taxation laws or practice which affect the availability, cost or appropriateness of the employee’s salary sacrificing arrangements.

(e) In addition to the right of termination available pursuant to clause 14.1(d) any agreement made pursuant to this clause is terminable by either party providing at least 14 days’ notice of withdrawal from such agreement subject to any constraints imposed in relation to the benefit items involved.

(f) The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee’s salary packaging account each fortnight.

14.2 Notwithstanding the above clauses, these arrangements are subject to legislation affecting salary packaging for Public Benevolent Institutions (PBI).

Note: Salary sacrifice and salary packaging is not available on termination pays, unused leave or cash out of leave.

14.3 Novated Leasing

Subject to clauses 14.1 and 14.2, Autism SA will investigate the provision of novated leasing as an employee benefit. Any such benefit will be administered in accordance with the requirements of the ATO and the parameters of the applicable legislation.

15. MINIMUM WAGES

15.1 Rates of pay

The minimum hourly rates of pay for employees covered by this Agreement are set out in Schedule 1 – Wage Rates.

15.2 Minimum Wage Operative Dates

(a) Schedule 1 – Wage Rates details the operative dates and rates of pay provided by this Agreement.

(b) No further wage increases will be sought until this Agreement’s nominal expiry date has passed and the requirements of the Act have been satisfied.

16. NATIONAL TRAINING WAGE

16.1 Minimum training wages will be as provided for in the relevant award.

16.2 Traineeship arrangements are set out at Schedule 3 of this Agreement.

17. ALLOWANCES

Allowance rates are detailed in Schedule 2 – Allowances.

17.1 Adjustment of allowance amounts

(a) All allowances (except Meal Reimbursement in clause 17.4 (f)) will be adjusted on an annual basis, applying the Annual National 8-Cities Average CPI for the March Quarter for the duration of this Agreement.
For example: the National 8-Cities Average CPI for the 2019 March Quarter will encompass the period March 2018-March 2019.

(b) The timing of such adjustments will coincide with the per annum increases to rates of pay as per clause 15.2.

17.2 Meal allowances

(a) An employee will be supplied with an adequate meal where Autism SA has adequate cooking and dining facilities or be paid a meal allowance at the rate prescribed in addition to any overtime payment, as follows:

i. when required and directed by Autism SA to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and

ii. provided that where such overtime work exceeds four hours a further meal allowance at the prescribed rate will be paid in accordance with Schedule 2.

(b) Clause 17.2 (a) will not apply when an employee could reasonably return home for a meal within the meal break.

(c) Meal allowances will be paid to the employee in the next pay process, or sooner if agreed by the employee and Autism SA.

(d) Meal allowances are not applicable when employees are on interstate or intrastate travel as per clause 17.4. Clause 17.4 allows for meal reimbursement.

17.3 First aid allowance

(a) A full-time employee will be eligible to be paid a first aid allowance in accordance with Schedule 2 as follows:

i. where the employee is required by Autism SA (as specified in the relevant position description) to hold a current Senior First Aid certificate; or

ii. where the employee is required to hold a current Senior First Aid certificate to undertake duties as a First Aid Officer; or

iii. with approval from their manager, where an employee who would not usually be eligible for a First Aid Allowance may be paid the allowance for a specified period of time should their duties and responsibilities require administration of first aid to clients.

(b) Payment of the first aid allowance in 17.3 (a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 37.5.

(c) Subject to clauses 17.3 (a) and (b) the first aid allowance will be paid to each eligible employee as an hourly allowance rate for the hours worked in a position for which the eligible employee is required to hold a current Senior First Aid certificate.

Note: For clarification, an employee is not eligible to receive first aid allowance when the employee is on leave (e.g. public holiday not worked, annual leave, personal leave, Autism SA paid parental leave.)

(d) Where an employee who is required to hold a current Senior First Aid certificate for their position does not have current Senior First Aid training, Autism SA will provide it.
i. The costs of the training will be met by Autism SA.

ii. The employee will be remunerated at their base rate of pay for attendance at the training.

17.4 Travel

(a) Employees required to travel on Autism SA business to carry out their duties will be supplied with a vehicle by Autism SA or authorised to use their own motor vehicle.

(b) Travel Allowance: Travel allowance is where an employee is required and authorised to use their own motor vehicle in the course of their duties, the employee is entitled to be reimbursed in accordance with Schedule 2.

(c) Where an employee is required to travel by other means to clause 17.4 (a) and (b), in connection with their work, Autism SA will pay for all reasonable travelling expenses so incurred.

(d) An employee required to travel and sleep away from their home for at least 1 night on official business will be paid (or may accrue TOIL or Flexitime as negotiated) for all working time at the appropriate rate while the employee is performing duties but no payment (or TOIL or Flexitime) will be made for time when the employee is not performing duties.

(e) Where an employee is required to travel and sleep away from their home for at least 1 night on official business, Autism SA will pay for reasonable costs in accordance with Autism SA’s travel procedure.

(f) Meal Reimbursement: subject to clause 17.4(e) meals will be reimbursed when employees travel intrastate and/or interstate. The cost of meals will be reimbursed upon provision of a receipt up to the maximum listed in Schedule 2 - Allowances. These amounts shall not be indexed for the life of this Agreement.

17.5 On call allowance

There are 2 on-call allowance rates.

(a) On call allowance-Monday-Friday: An employee required to be on call (i.e. available for recall to duty) by Autism SA will be paid an allowance in accordance with Schedule 2 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.

(b) On call allowance-Other: An employee required to be on call (i.e. available for recall to duty) by Autism SA will be paid an allowance in accordance with Schedule 2 in respect of any other 24 hour period or part thereof that is not covered by clause 17.5 (a), or any public holiday or part thereof.

(c) Active on call: In the event of the employee on call being required to perform work (‘active on call’) during the on call availability period, the employee will be paid for the ‘active on call’ time worked at the appropriate overtime rate with a minimum payment of one hour worked.

i. Where such work exceeds one hour, payment for the ‘active on call’ time worked will be made at the appropriate overtime rate for the duration of the work.

ii. All ‘active on call’ time worked during a 24 hour period will be cumulative for the purpose of calculating entitlement to payment at the appropriate overtime rate.
Note: When applicable, payment for ‘active on call’ time worked is in addition to payment of the on call allowance under either clause 17.5 (a) or (b).

17.6 Meeting/Training Allowance:

(a) A shiftworker whose rostered ordinary hours for any fortnight total 75 hours, in consultation with the relevant supervisor and/or management, may choose to work up to 3 additional hours per fortnight at ordinary hourly rate (including casual loading for a casual employee) for the purpose of attending staff meetings and/or training, subject to consideration of any impact:

i. to meeting Work Health and Safety obligations; and

ii. to the employee’s wellbeing, family or caring responsibilities.

(b) Such attendance will be recorded and treated as an allowance, and is:

i. included for superannuation purposes, and

ii. excluded for leave accrual calculation purposes.

18. SUPERANNUATION

18.1 Superannuation Legislation

(a) Autism SA will make superannuation contributions on behalf of the employees that shall not be less than the prevailing superannuation legislation at any time.

(b) Employee choice-of-fund will be in accordance with the prevailing legislation.

18.2 Employer Contributions

(a) Autism SA will make such superannuation contributions to a superannuation fund nominated by the employee for the benefit of that employee;

(b) In the event that an employee does not notify Autism SA of their chosen fund, the employee's employer superannuation contributions shall be made into Autism SA's default fund, Australian Super.

18.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Autism SA to pay on behalf of the employee a specified amount from the post-taxation wages of the employee “voluntary employee superannuation contributions” into the same superannuation fund as Autism SA makes the superannuation contributions provided for in clause 18.2.

(b) An employee may adjust the amount of voluntary employee super contribution the employee has authorised Autism SA to pay from the wages of the employee from the beginning of the nominated pay period following the giving of adequate written notice to Autism SA.

(c) Autism SA will pay the authorised voluntary employee superannuation contributions no later than 28 days after the end of the month in which the voluntary employee superannuation contributions deduction was made.
18.4 Absence from work

(a) Subject to prevailing legislation at any time, Autism SA will also make the superannuation contributions provided for in clause 18.2 on the weekly income support payments paid for work-related injury or work-related illness for the period of an employee’s absence from work (subject to a maximum of 52 weeks) provided that:

(i) the employee is receiving workers compensation payments (Income Support) in accordance with the statutory requirements; and

(ii) the employee remains employed by Autism SA.

(b) In accordance with the amounts paid in relation to the calculation of superannuation contributions provided for in clause 18.2 the following are not considered salary or wages and are not part of ordinary time earnings (OTE) for superannuation guarantee payment purposes:

(i) ASA paid parental leave payments

(ii) ancillary leave (eg jury duty, defence reserve service).

19. PAYMENT OF WAGES

19.1 Wages must be paid fortnightly unless otherwise mutually agreed.

19.2 Autism SA may deduct money out of an employee’s pay if:

(a) the employee agrees in writing and the deduction is principally for the employee’s benefit;

(b) the deduction is allowed by a law, court order, or by the Fair Work Commission; or

(c) the deduction is permitted under this Agreement.

19.3 The deduction must be recorded on the employee’s pay slip and time and wages record.

19.4 Employees will be paid by electronic funds transfer (or by cheque if circumstances so require) into the bank or financial institution account nominated by the employee or other relevant authority.

19.5 When notice of termination of employment has been given by an employee or an employee’s services have been terminated by Autism SA, all wages and other monies owing to an employee less any monies owing to Autism SA will be made to the employee in the next pay cycle or as otherwise agreed by the employee and Autism SA.

(a) The requirement to pay wages and other amounts under clause 19.5 is subject to further order of the Commission and Autism SA making deductions authorised by this Agreement or the Act.
PART 5 - HOURS OF WORK AND RELATED MATTERS

20. ORDINARY HOURS OF WORK AND ROSTERING

20.1 Ordinary hours of work

(a) Subject to clause 20.1(b), the ordinary hours of work for a full-time employee will be a maximum of 75 hours per fortnight or an average of 75 hours per fortnight and generally will be worked either:

(i) in a week of five days in shifts not exceeding 7.5 hours each;
(ii) in a fortnight of 75 hours in 10 shifts not exceeding 7.5 hours each; or
(iii) in a four week period of 150 hours to be worked as 20 shifts of 7.5 hours each, subject to practicality.

(b) By agreement between an employee and Autism SA, the ordinary hours in clause 20.1 (a) may be worked up to 12 hours per shift and the ordinary hours in clause 20.1 (a) may be worked in more shifts of shorter duration. However, the ordinary hours which a full time employee works in any week of a fortnight cannot exceed 45 hours.

20.2 Span of hours

(a) Day worker: The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

(b) Shiftworker: A shiftworker is an employee who works shifts in accordance with Clause 24 -Shiftwork.

20.3 Rostered days off

(a) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

(b) By agreement, an employee may elect to have fewer days free from duty than provided for in clause (a) subject to consideration of:

(i) any impact in relation to Work Health and Safety obligations; and
(ii) any impact in relation to their wellbeing, family or caring responsibilities.

20.4 Rest breaks between rostered work

(a) An employee will be allowed a break of not less than 10 hours between the end of one shift or period of duty and the start of another. This can be reduced to not less than 8 hours by mutual agreement between the employee and Autism SA.

(b) A ‘sleepover’ as described in clause 20.8 satisfies the requirement for a rest break between rostered work.

20.5 Rosters

(a) The ordinary hours of work for each employee where rostering arrangements apply will be communicated to employees via a regular roster.
(i) The roster for pre-planned services will be issued at least one week before the commencement of the roster period.

(ii) Rosters for unplanned services (i.e. those services that Autism SA are contracted to establish and deliver in a short time frame) will be issued with as much notice as possible.

(b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile, or any electronic means of communication.

(i) Autism SA may contact off-duty employees to communicate about shift changes.

(c) It is not obligatory for Autism SA to display any roster of the ordinary hours of work for casual or relieving staff.

20.6 Change in roster and client cancellation of shifts

(a) Seven days’ notice will be given of a change in a roster.

(b) However by mutual agreement, a roster may be altered at any time to enable the service of Autism SA to be carried on where another employee is absent from duty on account of illness, or in an emergency.

(c) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle (or fewer days as provided for in clause 20.3 (b)), as the case may be.

(d) Client cancellation

(i) Where a client cancels or changes rostered service, a full-time or part-time employee will be provided with notice of a change in roster by 5:00 pm the day prior and in such circumstances no payment will be made to the employee.

1. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their specified hours on that day.

2. Autism SA may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of Autism SA providing the employee has the skill and competence to perform the work.

(ii) Where a client cancels or changes rostered service, a casual employee will be provided with one hour’s notice of the change in roster and in such circumstances no payment will be made to the employee.

1. If a casual employee does not receive such notice, the employee will be entitled to receive payment for the minimum shift engagement in clause 10.4 (c).

20.7 Broken shifts

(a) A broken shift will mean a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.

(b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clause 24 Shiftwork, with shift allowances being determined by the finishing time of the broken shift.
Example 1:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Each shift worked by a different employee</th>
<th>Both shifts worked by the one employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Day &amp; times</td>
<td>Hours &amp; Rate</td>
</tr>
<tr>
<td>Shift 1</td>
<td>Thursday: 14:00-17:00</td>
<td>3 hours @ ordinary rate</td>
</tr>
<tr>
<td>Shift 2</td>
<td>Thursday: 21:00-23:00</td>
<td>2 hours @ afternoon shift allowance rate</td>
</tr>
</tbody>
</table>

Example 2:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Each shift worked by a different employee</th>
<th>Both shifts worked by the one employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Day &amp; times</td>
<td>Hours &amp; Rate</td>
</tr>
<tr>
<td>Shift 1</td>
<td>Wednesday: 23:00 - Thursday: 05:00</td>
<td>6 hours @ night shift allowance rate</td>
</tr>
<tr>
<td>Shift 2</td>
<td>Thursday: 9:00-11:00</td>
<td>2 hours @ ordinary rate</td>
</tr>
</tbody>
</table>

Example 3:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Each shift worked by a different employee</th>
<th>Both shifts worked by the one employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Day &amp; times</td>
<td>Hours &amp; Rate</td>
</tr>
<tr>
<td>Shift 1</td>
<td>Wednesday: 23:00 - Thursday: 05:00</td>
<td>6 hours @ night shift allowance rate</td>
</tr>
<tr>
<td>Shift 2</td>
<td>Thursday: 11:00-13:00</td>
<td>2 hours @ ordinary rate</td>
</tr>
</tbody>
</table>

(c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

Note: The arrangements for rest breaks between rostered work are set out in clause 20.4.

20.8 Sleepovers

(a) A sleepover will mean when an employee is required to sleep overnight at a designated worksite.

(b) The span for a sleepover will be a continuous period of 8 hours.

(c) Where practicable, employees will be provided with a separate room with a bed, use of facilities and free board and lodging for each night when the employee sleeps over.

(d) The employee will be entitled to a sleepover allowance in accordance with Schedule 2 for each night on which they sleep over.
(e) ‘Sleep disturbance’: In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the appropriate overtime rate with a minimum payment as for one hour worked.

(i) Where such work exceeds one hour, payment will be made at the appropriate overtime rate for the duration of the work.

(ii) All ‘sleep disturbance’ time during a sleepover will be cumulative for the purpose of calculating entitlement to payment at the appropriate overtime rate.

(f) An employee on sleepover will be provided with, or paid for, at least four (4) hours’ work for each instance where the employee is required to sleepover. Such work will be performed immediately before and/or immediately after the sleepover period in any combination of hours as required. The payment prescribed by 20.8 (d) will be in addition to the minimum payment prescribed by this subclause.

20.9 Excursions

Where an employee agrees to support clients in excursion activities involving overnight stays away from the client’s home, the following provisions will apply:

(a) Monday to Friday excursions

(i) Payment at the ordinary rate of pay for time worked between the hours of 6.00 am to 8.00 pm Monday to Friday up to a maximum of 12 hours per day.

(ii) Autism SA and the employee may agree in writing to accrual of time off instead of overtime payment for all other hours.

(iii) Payment of sleepover allowance in accordance with the provision of clause 20.8.

(b) Weekend Excursions Stays

Where an employee involved in weekend excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days, unless otherwise agreed in accordance with clause 20.3 (b).

(c) An employee may be engaged on Overnight Stay shifts through the use of Individual Flexibility Agreements in accordance with clause 7.

21. SATURDAY AND SUNDAY WORK

21.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for:

(a) Ordinary hours worked between midnight on Friday and midnight on Saturday will be at the rate of time and a half.

(b) Ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of at the rate of double time.

(c) These Saturday Work and Sunday Work rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 24 – Shiftwork and the casual loading prescribed in clause 10.4 and are not applicable to overtime hours worked on a Saturday or a Sunday.
(d) For the avoidance of doubt, casual employees who work between midnight on Friday and midnight on Sunday will be paid the Saturday Work and Sunday Work rates above in lieu of the casual loading.

22. BREAKS

22.1 Meal breaks

(a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

(b) Subject to clause 22.1 (d), where an employee is required and directed by Autism SA to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.

(c) An employee, acting reasonably, may elect to delay taking an unpaid meal break in which case the break will be taken at a mutually agreed time, or to not take a meal break. If the employee so elects to delay or to not take a meal break after 5 hours, all ordinary hours after the 5 hour period shall be paid at the ordinary rate of pay.

(d) Where an employee is required by Autism SA to have a meal break with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 22.1 (a) and (b) do not apply. This paid meal period is to be counted as time worked.

22.2 Tea breaks

(a) Autism SA allows employees to have tea breaks at the discretion of the employee within reason.

(b) Tea breaks will count as time worked.

23. OVERTIME AND PENALTY RATES

23.1 Overtime rates

(a) Full-time employees

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours:

(i) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;

(ii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;

(iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and

(iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clauses 24 – Shiftwork and Saturday and Sunday work premiums prescribed in clause 21 – Saturday and Sunday work.
(b) **Part-time and casual employees**

(i) All authorised time worked by part-time and casual employees in excess of 75 hours per fortnight (or in excess of 45 hours in any week of that fortnight) will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

(ii) All authorised time worked by part-time and casual employees which exceeds 12 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

(iii) Authorised time worked up to the hours prescribed in clause 23.1 (b) (ii) will, subject to clause 23.1 (b) (i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).

(iv) Overtime rates payable under this clause will be in substitution for and not cumulative upon:

1. shift premiums prescribed in clause 24 – Shiftwork; and
2. the casual loading prescribed in clause 10.4 (b), and are not applicable to ordinary hours worked on a Saturday or a Sunday
3. except when a casual employee works overtime on a public holiday they will be paid at the rate of double time and a half and the casual loading prescribed in clause 10.4 (b).

*Note:* for clarity overtime for casuals on a public holiday will be at the rate of 175% of the base rate of pay.

(c) **Each day stands alone**

Each day stands alone for the purpose of calculating overtime rates.

(d) **Prior approval of authorised overtime**

(i) “Authorised” as related to overtime shall mean requested by or approved by Autism SA management for the purpose of entitlement to remuneration.

(ii) No employee will work overtime without the prior written approval of Autism SA management.

(iii) No payment will be made for overtime hours worked without prior authorisation of Autism SA management.

(iv) Any overtime hours will only be approved by Autism SA management when the arrangements meet Autism SA’s operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters and/or managing emergency situations.

(v) Autism SA management will confirm the number of overtime hours to which the approval applies and when those hours are to be worked.

23.2 **Time off instead of payment for overtime (TOIL)**

(a) Overtime applies when employees are directed to work:
(i) in excess of the ordinary daily hours under clause 20.1(a) or 20.1(b) on any one day; or

(ii) in excess of 75 hours in a fortnight.

(b) Autism SA and a full-time or part-time employee may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime to be worked, and such agreement including the time frame within which the time off is intended be taken will be recorded in writing.

(c) Once it has been agreed in writing the employee will take the time off in lieu of overtime:

(i) An employee may elect, with the consent of Autism SA, to take time off in lieu of payment for overtime at a time or times agreed with Autism SA.

(ii) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

Example: by making an agreement under clause 23.2 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

(iii) Autism SA must, if requested by an employee, provide payment at the rate provided for the calculation of overtime as prescribed within this Agreement, for any overtime worked where the time off in lieu as prescribed in this clause has not been taken in accordance with the time frames agreed in writing.

(d) Prior to any amount of overtime being worked by an employee in a particular pay period that is to be taken as time off instead of the employee being paid for it must be the subject of Autism SA management approval.

(e) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 23.2 applies has not been taken, Autism SA must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

23.3 Rest period after overtime

(a) An employee who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(b) If, on the instructions of Autism SA, such an employee resumes or continues work without having had 8 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

23.4 Recall to work overtime

(a) An employee recalled to work overtime after leaving Autism SA’s premises which may include Autism SA sites/vehicles, client’s premises or community settings where clients/staff are located will be paid for a minimum of two hours’ work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.
23.5 **Rest break during overtime**

(a) An employee recalled to work overtime after leaving Autism SA’s or client’s premises and who is required to work for more than four hours will be allowed 20 minutes for the taking of a meal and a further 20 minutes after each subsequent four hours’ overtime; all such time will be counted as time worked.

(b) The meals referred to in clause 23.5 (a) will be allowed to the employee free of charge. Where Autism SA is unable to provide such meals, an employee is entitled to claim a meal allowance, as prescribed in clause 17.2.

24. **SHIFTWORK**

24.1 **Engagement in shiftwork**

Where Autism SA wishes to engage an employee in shiftwork as defined in clause 20.2, Autism SA will advise the employee in writing.

24.2 **Definitions**

(a) **Day shift** will mean any shift that commences and finishes between 6.00 am and 8.00 pm (inclusive);

(b) **Afternoon shift** will mean any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.

(c) **Night shift** will mean any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

(d) A **public holiday shift** will mean any time worked;

(i) between midnight on the night prior to the public holiday and midnight of the public holiday; and

(ii) for part-day public holiday hours that may be declared or prescribed.

24.3 **Shift allowances and penalty rates**

(a) An employee who works an afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.

(i) A casual employee will be paid shift allowances calculated on the ordinary base rate of pay excluding the casual loading (with the casual loading also calculated on the ordinary base rate of pay, and the loading and penalty then added to the base rate).

<table>
<thead>
<tr>
<th>Base Rate</th>
<th>Casual Loading (25% of Base Rate)</th>
<th>Afternoon Penalty (12.5% of Base Rate)</th>
<th>Total Applicable Loading ($5.00 + $2.50)</th>
<th>Total Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00</td>
<td>$5.00</td>
<td>$2.50</td>
<td>$7.50</td>
<td>$27.50</td>
</tr>
</tbody>
</table>

Note: example of how (Afternoon) Shift rates are calculated for casual employees

(b) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
(c) An employee required to work on a public holiday or part-day public holiday hours will be paid in accordance with clause 31.3.

(d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

25. HIGHER DUTIES

25.1 Definitions

(a) “minimum rate for higher duties” means Pay Point 1 of the classification level of the position being relieved by an employee (whose substantive role is a lower level classification).

(b) “component” means the component that, in the opinion of the most senior level of management, represents the scope to which the employee has been authorised to assume the full duties and responsibilities of the higher classification level.

(c) “relieving period” means the duration in which an employee or employees have been directed to assume the duties and responsibilities of a higher classification level.

25.2 Higher duties applies when:

An employee, on a full-time or part-time basis, is authorised by Autism SA to accept accountability for the performance of duties and responsibilities in a higher classification to which they have been appointed for a relieving period, and either of the following two criteria are also satisfied:

(a) the employee is directed to accept accountability for the performance of such duties and responsibilities for a relieving period of at least 5 or more consecutive working days; or

(b) the employee is authorised to accept accountability for the performance of a component of the duties and responsibilities in a higher classification to which they have been appointed.

25.3 Payment for performing higher duties

(a) An employee is to be paid not less than the minimum rate of pay for the higher classification to which they have been appointed during the applicable relieving period.

(b) Subject to 25.2 (a), payment for performing higher duties will be for the component of authorised time worked in the performance of higher duties.

Example 1: An employee classified at HP Level 2 is authorised to relieve in an HP Level 3 position for one 7.5 hour day per week for a period of four weeks. Therefore:
- The “minimum rate for higher duties” is HP Level 3 Pay Point 1
- The “component” is one 7.5 hour day per week (0.2FTE) for 4 weeks.
- The “relieving period” is four weeks.
- The employee will be paid at HP Level 3 Pay Point 1 for each of the 4 days of performing higher duties over the 4 week relieving period.

Example 2: A part-time employee who works 20 hours per week and is classified at SCS Level 4 is authorised to accept accountability for the performance of duties and responsibilities of a component of an SCS Level 5 position for a period of one week. Therefore:
- The “minimum rate for higher duties” is SCS Level 5 Pay Point 1
- The “component” of authorised accountability in the higher classification is deemed to consist of 50% of the Level 5 position duties and responsibilities
- The “relieving period” is one week (5 consecutive working days).
• The employee will be paid at SCS Level 5 Pay Point 1 for 10 hours (50% of 20 hours) of the relieving period.

Example 3: An employee is classified at SCS Level 5 is absent on leave for a period of two weeks and accountability for the performance of duties and responsibilities is escalated to their manager; payment of higher duties is not applicable to the manager or other staff to whom the manager may assign duties.

26. FLEXITIME

26.1 Flexitime is a system of flexible working hours that enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and Autism SA.

26.2 Flexitime arrangements are designed for the mutual benefit of employees and the organisation. Flexitime arrangements are intended to achieve working patterns which support a balance between employees’ work and personal lives, improve productivity and minimise the need for employees to work beyond their normal hours.

26.3 In the event that an employee is unable to utilise any Flexitime accrued and intended to be taken in accordance with the agreed arrangements or prior to termination of employment, Autism SA has discretion to convert into a payment all or part of the Flexitime accrued. Autism SA will take into account the rationale that arose for the agreed arrangement for the flexitime accrual. Such payment will be paid at the employee’s base rate of pay on an hour-for-hour basis.
PART 6 – LEAVE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

27.1 Annual leave provision

(a) Annual Leave is provided for in the NES. This clause 27 contains additional provisions.

27.2 Quantum of annual leave

(a) An employee (other than a casual employee) who is a shiftworker is entitled to five (5) weeks annual leave for each completed year of continuous service.

(b) For the purpose of the NES and clause 27 a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.

(c) An employee (other than a casual) who works only on the days between Monday and Friday inclusive shall be entitled to four (4) weeks annual leave for each year of service.

27.3 Annual leave loading

(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.

(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

(i) an annual leave loading of 17.5% of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(c) If an employee takes a period of paid annual leave, Autism SA must pay the employee the amount of associated annual leave loading at the time of making payment for the period of annual leave.

(d) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Autism SA must pay the employee the amount of annual leave loading associated with the untaken annual leave.

27.4 Annual leave in advance

(a) Autism SA and an employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) The agreement will:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by Autism SA and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

(c) Autism SA will keep a copy of any agreement under this 27.4 as an employee record.

(d) If, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.4, Autism SA may deduct from any money due to the employee
on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

(e) Where an employee’s employment is terminated and there is insufficient money in an employee’s pay for Autism SA to recover an overpayment under clause 27.4(d), Autism SA may request the employee to return the overpayment to Autism SA.

(f) Where an employee’s employment is terminated and an overpayment has been made and Autism SA makes a request under this clause 27.4(e), the employee must return the overpayment within 10 business days unless otherwise agreed.

27.5 Cashing out of Annual Leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.5.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause 27.5.

(c) Autism SA and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 27.5 must state:

(i) The amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) The date on which the payment is to be made.

(e) An agreement under clause 27.5 must be signed by Autism SA and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

Note: For clarification, (g) and (h) above applies to:

(i) part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 37.5; and

(ii) where a part-time shiftworker’s ordinary hours have fluctuated in accordance with this Agreement, the weekly hours will be the average weekly ordinary hours for the 12 month period preceding the election to cash out annual leave.

(i) Autism SA must keep a copy of any agreement under clause 27.5.

27.6 Excessive leave accruals: general provisions

Autism SA is committed to the health and wellbeing of employees.

(a) An employee has an excessive leave accrual if the employee has accrued more than 6 weeks’ paid annual leave (or 8 weeks’ paid annual leave for a shiftworker, as defined by clause 27.2).
(b) If an employee has an excessive leave accrual, Autism SA or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 27.7 sets out how Autism SA may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 27.8 sets out how an employee who has an excessive leave accrual may require Autism SA to grant paid annual leave requested by the employee.

27.7 Excessive leave accruals: direction by Autism SA that leave be taken

(a) If Autism SA has genuinely tried to reach agreement with an employee under clause 27.6 (b) but agreement is not reached (including because the employee refuses to confer), Autism SA may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by Autism SA under paragraph (a):

(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by Autism SA and the employee) are taken into account; and

(ii) unless agreed by the employee, must not require the employee to take any period of annual leave that is less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by Autism SA and the employee.

(c) The employee must take paid annual leave in accordance with the direction under paragraph (a) that is in effect.

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Notes:

(i) Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. Refer clause 27.7 (b)(i).

(ii) Autism SA must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

27.8 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with Autism SA under clause 27.6 (b) but agreement is not reached (including because Autism SA refuses to confer), the employee may give a written notice to Autism SA requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to Autism SA under paragraph (a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
(ii) the employee has not been given a direction under clause 27.7 (a) that, when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by Autism SA and the employee) are taken into account, would eliminate the employee’s excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

(i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 4 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by Autism SA and the employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by Autism SA and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 27.2(b)) in any period of 12 months.

(e) Autism SA must grant paid annual leave requested by a notice under paragraph (a).

27.9 Purchase of Additional Annual Leave

(a) To support an employee with family or other commitments an employee may request to “purchase” additional annual leave where that arrangement will allow the employee to reduce the number of weeks worked over a 52 week period by purchasing specified amounts of annual leave in addition to their normal annual leave entitlement.

(b) The cost of purchasing the additional leave is then spread over the year, thus proportionally reducing the employee’s salary (and superannuation) for the negotiated 12 month period.

27.10 Taking of annual leave

(a) Annual leave should be taken in the year accrued. Variations may occur by mutual agreement between Autism SA and employee where special circumstances exist.

(b) Autism SA may specify up to two close-downs periods each year, during which Autism SA will be closing down all or part of its operations. For these periods Autism SA may require an employee to take accrued paid annual leave subject to the requirement the employee is given notice as soon as practicable of Autism SA’s intention to close down.

(c) Employees, if they have insufficient accrued annual leave to take during a close-down period agree to:

(i) take the time off as TOIL subject to available TOIL accrual balances; or

(ii) take the time off from other accrued paid leave entitlements as agreed with Autism SA management manager (such as Flexitime ), or

(iii) to apply to take paid annual leave in advance subject to agreement by Autism SA management in accordance with clause 27.4 ; or
(iv) to take unpaid leave; unpaid leave in such circumstances will not break service and will count as service.

(v) Where a part-time or full-time employee is usually rostered to work ordinary hours for all or some of the public holiday hours but does not work as a result of the close-down and requirement to take unpaid leave, they will be paid their ordinary rate of pay for such hours not worked on the public holiday.

(d) Autism SA and employees agree the arrangements for the taking of leave in a close-down period may also be negotiated in good faith on a case by case basis taking into account the individual employee’s work circumstances.

28. PERSONAL/CARERS LEAVE

28.1 Personal/carers leave provisions

Personal/carers leave is provided for in the NES. This clause 28 contains additional provisions.

28.2 Immediate family

The term immediate family includes:

(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse will mean a person who lives with the employee as their husband or wife on a bona fide domestic basis; and

(b) child or an adult child (including an adopted child, a step child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; or

(c) as otherwise provided by the relevant legislation or otherwise determined by Autism SA on a case by case basis

28.3 Personal Leave in advance on commencement

(a) Autism SA may agree in writing to new full-time employees taking a period of up to 5 days paid personal leave before the employee has accrued an entitlement to the leave upon commencement of employment or conversion from casual to full-time or part-time employment. The remainder of the personal leave will accrue progressively throughout employment.

(b) Personal leave in advance on commencement (clause 28.3(a)) will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 37.5.

(c) If, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of personal leave credited and paid in accordance with an clause 28.3 (a) or 23.8 (b) Autism SA may (subject to the terms of the *Fair Work Act 2009* (Cth)), deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of personal leave taken and paid in advance to which an entitlement has not been accrued.

(d) Where an employee’s employment is terminated and there is insufficient money in an employee’s pay for Autism SA to recover an overpayment under this clause 28.3(c), Autism SA may request the employee to return the overpayment to Autism SA.

(e) Where an employee’s employment is terminated and an overpayment has been made and Autism SA makes a request under clause 28.3(d) the employee must return the overpayment within 10 business days unless otherwise agreed.
28.4 Taking of paid personal/carer's leave

It is expected all routine appointments for medical, dental or specialist reasons will be made, as far as practical, outside of normal working hours.

(a) In addition to the NES provisions an employee may apply to use accrued personal leave:

(i) subject to prior notification to the appropriate Autism SA manager and subsequent appropriate evidence, for attendance at routine medical appointments, dental or specialist medical appointments which it is not practical to schedule outside of normal working hours; and/or

(ii) of up to five (5) days per annum for purposes related to being affected by domestic violence or care/support to immediate family or household members affected by domestic violence.

(b) In accordance with NES provisions and clause 28.4(a)(ii) an employee is entitled to use accrued personal leave to care for members of their immediate family or household who are ill or injured or affected by domestic violence and who require care or support is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

The entitlements in this clause are in addition to those contained in clause 33.

28.5 Notice requirements

(a) An employee taking leave under this clause must give the relevant Autism SA manager notice of taking leave.

(b) The notice must be given as soon as reasonably practicable (which may be a time after the leave has started) during or before the first work day or shift; and

(i) must inform the relevant Autism SA manager of their inability to attend for duty; and

(ii) as far as practicable state the nature of the injury, illness or emergency; and

(iii) of the estimated duration of the absence; and

(iv) if an employee is suffering from an illness of a contagious or infectious nature or illness or injury that otherwise gives rise to a risk to the health and safety of the employee or other persons in the workplace, the certificate must include the date (or other indicator) on which the employee's presence at work would no longer create any risks of contagion or infection or other risk to the health and safety of them or others.

(c) If it is not reasonably practicable for an employee to inform the relevant Autism SA manager of their absence during or before the first work day or shift of absence, an employee will provide the required notice within 24 hours of such absence.

(d) An employee taking leave under this clause must comply with the guidance specified on the medical evidence. For example, if a medical certificate certifies the employee is unfit for a defined period, the employee must not return to work prior to the concluding date of the defined period, without appropriate updated medical certification.
28.6 Evidence requirements for personal leave/carer’s leave

(a) Reasonable evidence (which may include a medical certificate) that verifies an employee’s unfitness to work or perform their duties due to illness or injury for the relevant period (including commencing and concluding days) will be required unless in applying reasonable Autism SA managerial discretion different arrangements are agreed with an employee on a case by case basis: The circumstances in which this evidence will be required include:

(i) where the leave taken is for a continuous period more than 3 working days;

(ii) if an absence exceeds 3 working days, an employee may be granted personal leave for the first 3 working days even if the medical certificate or other reasonable evidence certifies them to be unfit for work only from the 4th day and any subsequent day/s;

(iii) when more than three (3) single day absences without the provision of evidence have been taken in each twelve-month period following commencement of employment;

(iv) for absences of greater than one day where all of the accumulated entitlement has previously been expended.

(b) Autism SA may require an employee to provide reasonable evidence for periods the employee claims to be unable to perform their duties due to illness or injury for lesser periods than 3 working days in appropriate circumstances (including, if appropriate, for each occasion the employee is absent from duty in circumstances they claim to be unable to perform their duties due to illness or injury).

(c) An employee’s application for personal leave may be refused if Autism SA is satisfied, on the balance of probabilities, on the basis of evidence, that the employee was not unfit for work or to perform their duties or did not attend a routine medical, dental or specialist appointment for the period for which the leave has been claimed.

29. COMPASSIONATE LEAVE

29.1 Entitlement to compassionate leave

(a) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee’s immediate family, or a member of the employee’s household;

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life; or

(iii) dies.

29.2 Taking compassionate leave

(a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 29.1; or

(ii) after the death of the member of the employee’s immediate family or household referred to in clause 29.1.
(b) An employee may take compassionate leave for a particular permissible occasion as:

(i) single continuous 2 day period; or

(ii) 2 separate periods of 1 day each; or

(iii) any separate periods to which the employee and Autism SA agree.

(c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

29.3 Payment for compassionate leave (other than for casual employees)

(a) If, in accordance with clause 29, an employee, other than a casual employee, takes a period of compassionate leave, Autism SA must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.

(b) For casual employees, compassionate leave is unpaid leave.

29.4 Notice requirements

(a) An employee taking leave under this clause must give the relevant Autism SA manager notice of taking leave.

(b) The notice must be given as soon as reasonably practicable (which may be a time after the leave has started) during or before the first work day or shift; and

(i) must inform Autism SA of their inability to attend for duty; and

(ii) the leave is taken for a permissible occasion in the circumstances specified in 29.1; and

(iii) of the estimated duration of the absence.

29.5 Evidence requirements

An employee who has given Autism SA notice of the taking of leave under this clause must, if required by Autism SA, give Autism SA evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in 29.1.

29.6 Additional Unpaid Compassionate leave

An employee may apply in writing to take additional unpaid compassionate leave by agreement with Autism SA.

30. COMMUNITY SERVICES LEAVE

30.1 Community Services Leave is as provided for in the NES.

30.2 NES Community Service Leave notice and evidence requirements must be complied with.

31. PUBLIC HOLIDAYS

31.1 Prescribed Public Holiday provisions

Prescribed public holidays are as provided for in the NES. This clause 31 contains some additional provisions and explanations.
31.2 For the avoidance of doubt, public holidays and part-day public holidays provisions in this Agreement will apply based on the States in which they are gazetted and will apply to an employee based on the State in which the employee is based. That is, an employee is entitled to public holidays depending on where they are based for work not where they are working on the day of the public holiday.

Note 1: Example
Cass is an employee of a business located in Adelaide. She has been sent to Alice Springs to perform work during October. During her interstate visit, the Labour Day public holiday is observed in South Australia. As Cass’s base of employment is Adelaide, she is entitled to the public holiday entitlements for that day, even though it is not a public holiday in the Northern Territory where she is physically working.

31.3 Payment for work done on public holidays and part-day public holidays

(a) An employee who works on a national public holiday or a State-specific holiday which applies to the State in which their employment is based will be paid a loading of 150% of the base rate of pay for a full-time employee for the part of such shift which is on the public holiday. Casual employees who work on a national public holiday or a State-specific holiday which applies to the State in which their employment is based shall receive a loading of 175% of the base rate of pay.

(b) Payments under clause 31.3 (a) are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday or a part-day public holiday.

(c) The parties recognise that on some occasions public holidays may fall on a weekend, in which case an additional public holiday or a substitute public holiday may be proclaimed. The following arrangements will apply:

(i) if an additional public holiday is proclaimed:

(A) the payments prescribed under clause 31.3(a) will apply to work performed on the public holiday which occurs on the weekend; and

(B) the payments prescribed under clause 31.3(a) will also apply to work performed on the proclaimed additional public holiday.

Example 1: In 2020, 26 January fell on a Sunday. Australia Day occurred on that day and in South Australia an additional public holiday was proclaimed for Monday, 27 January 2020. Employees would therefore be entitled to payment at public holiday rates for work performed on both days.

Example 2: In 2020, 25 April falls on a Saturday. ANZAC day occurs on that day but an additional public holiday has not been proclaimed for Monday, 27 April 2020. Employees would therefore be entitled to payment at public holiday rates for work performed on Saturday, 25 April 2020 but ordinary rates would apply for work performed on Monday, 27 April 2020.

(ii) if a substitute public holiday is proclaimed:

(A) the payments prescribed under clause 31.3(a) will not apply to work performed on the public holiday which occurs on the weekend and employees will instead be entitled to payment in accordance with clause 21 of this Agreement for work performed on that day; and
the payments prescribed under clause 31.3(a) will apply to work performed on the proclaimed substitute public holiday.

**Example:** In 2020, 26 December is a Saturday. In South Australia that day is not proclaimed as a public holiday but a substitute public holiday has been declared for Monday, 28 December 2020 to observe Proclamation Day. Employees will therefore be entitled to payment at Saturday rates for work performed on Saturday, 26 December 2020 and public holiday rates will apply for work performed on Monday, 28 December 2020.

### 31.4 Part-day public holidays

Where a part-day Public Holiday is declared the following will apply where this Agreement otherwise contains provisions dealing with public holidays that supplement the NES:

(a) An employee will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours for all or some of the part-day public holiday hours but as a result of exercising their right to refuse does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time of full-time employee is usually rostered to work ordinary hours for all or some of the part-day public holiday hours but as a result of being on annual leave does not work, they will not be taken to be on annual leave for the part-day public holiday hours they would usually have been rostered to work and will be paid their ordinary rate for such hours.

(d) Where an employee works some or all of the part-day public holiday hours they will be entitled to the appropriate public holiday penalty rate (if any) in this Agreement for those hours worked.

(e) An employee not rostered to work some or all of the part-day public holiday hours, other than an employee who has exercised their right in accordance with 31.4(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

### 31.5 Public holiday substitution

Shiftworkers, (other than casual employees), as defined in clause 20.2(b) who are not rostered to work on Christmas Day, Boxing Day, Proclamation Day or New Year’s Day, may by agreement with Autism SA, substitute another day for a public holiday during Autism SA-directed closures if they are disadvantaged.

### 32. CEREMONIAL LEAVE

Autism SA recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

#### 32.1 Ceremonial leave

An Aboriginal and/or Torres Strait Islander person who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to ten days unpaid leave in any one calendar year for this purpose, provided leave is granted with the authority of Autism SA.
32.2 **NAIDOC Leave**

Autism SA encourages Aboriginal and/or Torres Strait Islander staff to apply for one (1) day off without loss of pay (that is payment of the Ordinary Rate of Pay for Ordinary Hours that they would reasonably expected to have worked on that day) for an Aboriginal and or Torres Strait Islander Person to attend official celebrations and activities that occur during NAIDOC. In considering an application Autism SA will take into account the operational requirements of the organisation. However, the discretion to grant such time off without loss of pay rests solely with Autism SA.

33. **UNPAID LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

33.1 This clause applies to all employees, includingcasuals.

33.2 **Definitions**

(a) In this clause:

*Family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*Family member* means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

33.3 **Entitlement to unpaid leave**

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee’s employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Notes:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and Autism SA.

2. Autism SA and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

33.4 **Taking of unpaid leave**

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that outside their ordinary hours of work.
Note: The reasons for which an employee may take leave includes making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

33.5 **Service and Continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

33.6 **Notice and Evidence Requirements**

(a) **Notice**

An employee must give the relevant Autism SA manager notice of the taking of leave by the employee under clause 33. The notice:

(i) must be given to Autism SA as soon as practicable (which may be a time after the leave has started); and

(ii) must advise Autism SA of the period, or expected period, of the leave.

(b) **Evidence**

An employee who has given Autism SA notice of the taking of leave under clause 33 must, if required by Autism SA, give Autism SA evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

33.7 **Confidentiality**

(a) Autism SA will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 33 prevents Autism SA from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Autism SA will take steps to consult with such employees regarding the handling of this information.

33.8 **Compliance**

An employee is not entitled to take leave under clause 33 unless the employee complies with clause 33.6.

34. **OTHER LEAVE**

34.1 Provided that an employee has completed 2 years of service, leave without pay may be granted at the discretion of the Chief Executive Officer or delegate. Written applications for leave without pay will be directed to the Chief Executive Officer

34.2 Autism SA will consider granting special leave on a case-by-case basis subject to individual circumstances and organisational needs.
35. PARENTAL LEAVE

35.1 Parental leave

(a) Parental leave is provided for in the NES. This clause 35 contains additional provisions and explanations.

(b) An employee does not accumulate any type of paid leave while they are on unpaid parental leave.

(c) An employee may apply to access annual leave entitlements and long service leave entitlements:

(i) while on a period of unpaid parental leave; or

(ii) prior to or after the period of unpaid parental leave.

(d) A public holiday occurring during a period of annual leave accessed by an employee while on unpaid parental leave shall be treated as a public holiday and not as annual leave.

(e) A public holiday occurring during a period of long service leave accessed by an employee while on unpaid parental leave shall be treated as long service leave and not as a public holiday.

(f) Periods of paid annual leave and long service leave accessed during a period of unpaid parental leave shall count as service and shall accrue associated leave entitlements.

35.2 Autism SA (ASA) Paid parental leave

(a) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth is eligible to apply for period of 4 weeks of ASA Paid parental leave, where the leave is associated with:

(i) the birth of a child of the employee or the employee’s spouse or de facto partner; or

(ii) the placement of a child under 16 years of age with the employee for adoption; and

(iii) the employee has or will have a responsibility for the care of the child (i.e. primary carer) during the period of ASA Paid parental leave.

(b) An employee should give Autism SA written notice of their request for ASA Paid parental leave:

(i) At least 10 weeks before the start of the leave; or

(ii) If that is not practicable – as soon as practicable.

(iii) The notice should specify the intended start and end dates of the leave and confirm their role will be as the primary carer.

(c) ASA Paid parental leave should be taken in a single continuous period.

(i) In the case of a pregnant employee, ASA Paid parental leave can start up to six weeks before the expected date of birth, or earlier if agreed.
(ii) If the employee is not giving birth to the child and the employee will have the primary responsibility for the care of the child, ASA Paid parental leave may start at any time within 12 months after the birth or placement of the child.

(d) Where employees are members of a couple who are both employed by Autism SA, ASA Paid parental leave will be granted to the primary care giver only. ASA Paid parental leave can be shared between the couple; the 4 weeks ASA Paid parental leave will not be paid to each member of the couple.

(e) ASA Paid Parental Leave is to be paid at the employee’s ordinary weekly rate of pay calculated at their base rate of pay multiplied by their minimum contracted hours less statutory and employee-authorised deductions. Every day occurring during the period of ASA Paid parental leave (including Public Holidays and days on which the employee would not normally have worked) shall be counted as a day of that leave.

(f) In accordance with the ATO salary or wages and ordinary times’ earnings specifications, ASA Paid parental leave shall not attract superannuation.

(g) An eligible part time employee is entitled to the same provisions as full time employees on a pro-rata basis according to minimum contracted hours.

35.3 Interaction of ASA Paid Parental Leave with other leave

(a) An employee shall accrue annual leave and personal leave entitlements for periods associated with ASA Paid parental leave.

(b) An employee shall not accrue long service leave for periods associated with ASA Paid parental leave.

(c) An employee shall not have access to Personal/Carer Leave or Compassionate Leave during a period of ASA Paid parental leave.

36. LONG SERVICE LEAVE

36.1 Long Service Leave is provided for by the Long Service Leave Act 1987 (SA) (LSL Act). This clause provides clarification of some aspects of the LSL Act and additional provisions.

36.2 Where an employee’s hours of work have changed over the period during which long service leave was accrued, the employee’s ordinary weekly rate of pay will be ascertained in accordance with the LSL Act and applied on the average of the last five years of service or the last three years’ service, whichever produces the higher average.

36.3 Employees are able to access long service leave after a period of seven years’ service, in lieu of the requirement under the Act of ten years’ service.

36.4 Long service leave should be taken at a time which is mutually agreeable between Autism SA and the employee. A minimum of one month’s notice must be given by the employee of their intention to take accrued long service leave.

36.5 Long service leave should be taken within two years after accruing to the employee (i.e. before reaching nine years’ service).

36.6 The minimum period of long service leave to be taken will be two weeks unless otherwise agreed.

36.7 Excessive Long Service Leave Accruals

If Autism SA has genuinely tried to reach agreement with an employee to take Long Service Leave entitlements that have not been taken within two years after accruing to the employee, Autism
SA may give the employee at least 60 days’ notice of the date from which Long Service Leave is to be taken.

36.8 Cashing out Long Service Leave

(a) Autism SA will make available each financial year a provision to enable employees to apply to “cash out” their long service leave.

(b) Autism SA management reserves the right to either decrease or increase the amount made available during any one year due to budgetary circumstances.

(c) An employee may request in writing to cash out Long Service Leave in accordance with the provisions of the LSL Act.

(d) Where it is agreed to accept an election to cash out Long Service Leave, Autism SA will ensure documentation required by the LSL Act is duly completed.
PART 7 – AUTISM SA MATTERS

37. AUTISM SA MATTERS

37.1 Safe environments and employee clearances

The parties acknowledge the obligation to all children and vulnerable persons accessing Autism SA’s services to defend children’s and vulnerable persons’ rights to care and protection and to follow the procedures set down when dealing with any allegations of abuse or neglect, to ensure protection from harm and abuse.

Subject to Autism SA’s statutory obligations:

(a) Employees are required to undertake and maintain valid child and/or disability employment screening in accordance with legislative requirements as a condition of employment.

(b) In circumstances where an employee’s child and/or disability employment screening lapses, until such time as they again hold a valid child and/or disability employment screening an employee will be required to:

(i) to take the time off as TOIL subject to sufficient TOIL accrual balances; or

(ii) to take the time off from hours accrued in accordance with clause 0 and/or clause 26; or

(iii) to take accrued paid annual leave; or

(iv) if they have insufficient accrued annual leave to take unpaid leave; unpaid leave in such circumstances will not break service and will count as service.

(c) Autism SA and employees agree the arrangements for managing lapses of valid child and/or disability employment screening may also be negotiated in good faith on a case by case basis.

37.2 Professional Development and Training

It is agreed that the employees are Autism SA’s greatest resource and asset. Autism SA is committed to providing its employees with the opportunities to raise their knowledge and skills for the mutual benefit of Autism SA and the individual.

(a) Induction: All employees will be provided with training as part of the induction process to Autism SA.

(b) Mandatory training:

Employees may be required to undertake mandatory training sessions each year.

(i) Employees will be remunerated for attending the mandatory training sessions at their base rate of pay.

(ii) Mandatory training requirements for roles at Autism SA will generally be identified in accordance with applicable legislation, disability and/or health sector standards, and Autism SA business plans, policies, procedures or other appropriate documentation.

(iii) If an employee is able to produce evidence that they have satisfactorily undertaken the mandatory training relevant to their role within the preceding six (6) months, the employee may, at the discretion of Autism SA, be granted exemption from undertaking the mandatory training. The employee may be required to demonstrate any competencies to the satisfaction of the relevant Autism SA management.
(iv) An employee who does not undertake the training identified as a mandatory requirement of their role when organised by Autism SA or does not claim exemption may be required to undertake the training at their own expense and in their own time; failure to do so may result in disciplinary action.

(c) **Ongoing professional development:**

Within the limitations of budget, employees may be able to access agreed relevant training at the expense of Autism SA as identified and negotiated as part of a performance appraisal process.

(i) In addition to professional development activities identified and negotiated in the performance appraisal process, all employees may seek additional support (in both paid time release and/or cost reimbursement) for the undertaking of training relevant to their duties.

(ii) Further, Autism SA may facilitate access to significant conferences and seminars hosted by Autism SA by the offering of reduced fees.

(iii) Where the course can be shown to have a direct relevance to skills necessary to perform their work with Autism SA, staff members may request support in accordance with the Autism SA study leave procedure.

37.3 **Employee representation and unions**

(a) **Right of entry for Unions**

Right of entry for unions will be in accordance with the *Fair Work Act 2009* (Cth).

(b) **Employee representation**

(i) Each relevant employee shall be accorded by Autism SA with a right to appropriate representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 9.

(ii) For the purposes of this clause “appropriate” will be with due regard for maintaining the integrity of disciplinary, dispute and grievance handling such as managing confidentiality and conflicts of interest.

(iii) Autism SA will make provision for accredited Workplace Representatives to devote reasonable working time to:

1. involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and

2. participation in external dispute settlement procedures on behalf of relevant employees

3. For the purpose of this clause "relevant employees" will mean those employees who have chosen the union or an accredited Workplace Representative to represent them.

(c) **Workplace Representatives**
(i) An employee who is a member of one of the unions that were a party to negotiating this agreement and who is elected as a union Workplace Representative, upon notification to Autism SA will be recognised as an accredited Workplace Representative of the union.

(ii) An accredited union Workplace Representative is allowed reasonable time during working hours to interview and/or meet with Autism SA or Autism SA’s representative on industrial matters affecting employees whom they represent.

(iii) Wherever possible a Workplace Representative shall be allowed at a place designated by Autism SA, a reasonable period of time during working hours to meet with a duly accredited official from the union.

(d) **Workplace Representatives duties**

(i) The Workplace Representative will perform their representative duties with the minimum disruption to Autism SA operations as far as is reasonably possible.

(ii) Wherever practicable, before attending to Workplace Representative duties, the Workplace Representative will notify Autism SA.

(iii) Discussions with employees will not occur during paid periods of work unless prior arrangement is reached with Autism SA.

(iv) Workplace Representative duties include:

1. Representing their union and its members in workplace relations matters at Autism SA;
2. Liaising with Autism SA and employees who are members of the union to arrange union member meetings;
3. Providing Autism SA with the details of union training and consulting with Autism SA regarding the timing and approval of the related absence;
4. Performing their duties with a minimum of disruption to Autism SA operations as far as reasonably possible.

(e) **Union Training Leave**

(i) An employee who is a member of one of the unions that were a party to negotiating this agreement and is elected as a Workplace Representative, shall be permitted a maximum of five (5) full days leave per year (not cumulative) to attend union training.

(ii) AutismSA requires applications for Union training leave from union Workplace Representatives to be submitted with at least twenty eight (28) days’ notice; such requests may be refused on reasonable business grounds.

(iii) All applications for leave must be negotiated and made in writing detailing:

1. the name of the employee seeking leave
2. period of time for which leave is sought
3. course title and description
4. the place or places where the said course will be held.
(iv) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

(v) Any days or hours taken for such training will be paid at the employee’s ordinary rate of pay.

(vi) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a union training course as provided in this clause shall be the responsibility of the employee or the union.

(vii) An employee may be required to satisfy Autism SA of attendance at the course to qualify for payment of union training leave.

(viii) Employees who have not completed their six (6) month probation period will not be eligible to apply for union training leave.
38. SIGNATORIES

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| Position: |  |
| Address: |  |
| Witness Signature: |  |
| Name in Full: |  |

**SIGNED ON BEHALF OF EMPLOYEES – Employee Representative**

| Signature: | Amanda Elizabeth Harris |
| Date: | 06/04/2020 |
| Name in Full: | Amanda Elizabeth Harris |
| Position: | Senior Clinician Diagnostic Services |
| Address: | 1/262 Marion Road Netley 5037 |
| Witness Signature: | Karen Lee Petrenko |
| Name in Full: | Karen Lee Petrenko |

**SIGNED ON BEHALF OF UNION – The Australian Municipal, Administrative, Clerical and Services Union (SA/NT Branch)**

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**SIGNED ON BEHALF OF UNION – Health Services Union Representative**

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<tr>
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<tr>
<td>Name in Full:</td>
<td>Wendy Jane Kozul</td>
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<tr>
<td>Position:</td>
<td>Support Leader</td>
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<td>Address:</td>
<td>14 Brown St, Northfield SA 5085</td>
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<td>Name in Full:</td>
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| Name in Full: |  

**SIGNED ON BEHALF OF EMPLOYEES – Employee Representative**

| Signature: |  
| Date: 03/04/2020 |  
| Name in Full: Kathryn Bess Vogt |  
| Position: CSI Manager Service Delivery |  
| Address: 10 River road, Port Noarlunga |  
| Witness Signature: |  
| Name in Full: Amy Catherine Pearce |  

**SIGNED ON BEHALF OF UNION – The Australian Municipal, Administrative, Clerical and Services Union (SA/NT Branch)**

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**SIGNED ON BEHALF OF UNION – Health Services Union Representative**

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| Witness Signature: |  |
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**SIGNED ON BEHALF OF UNION – The Australian Municipal, Administrative, Clerical and Services Union (SA/NT Branch)**

| Signature: |  |
| Date: | 8 April 2020 |
| Name in Full: | Abbie Spencer |
| Position: | Branch Secretary, ASU SA + NT Branch |
| Address: | 41 King William Road, Unley SA 5061 |
| Witness Signature: |  |
| Name in Full: | Gail Dean |

**SIGNED ON BEHALF OF UNION – Health Services Union Representative**

| Signature: |  |
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| Name in Full: |  |
| Position: |  |
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| Witness Signature: |  |
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## SIGNATORIES

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### SIGNED ON BEHALF OF UNION – The Australian Municipal, Administrative, Clerical and Services Union (SA/NT Branch)

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| Position: | [Blank] |
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| Witness Signature: | [Blank] |
| Name in Full: | [Blank] |

### SIGNED ON BEHALF OF UNION – Health Services Union Representative

| Signature: | [Blank] |
| Date: | 22/04/2020 |
| Name in Full: | Lloyd Williams |
| Position: | National Secretary |
| Address: | Suite 46, Level 1, 255 Drummond St Carlton, Victoria 3053 |
| Witness Signature: | [Blank] |
| Name in Full: | Leigh Svendsen |
SCHEDULE 1 – WAGES RATES

Subject to clause 3.2 this Schedule 1 details the operative dates and rates of pay in accordance with clause 15 – Minimum Wages.

S.1.1 Operative Dates:

- (a) the rates shown in Column A will apply from the 1st Full Pay Period commencing 7 days after approval of this Agreement by the FWC;
- (b) the rates shown in Column B will apply from the 1st full pay period (FFPP) commencing after 1 July 2020;
- (c) the rates shown in Column C will apply from the 1st full pay period (FFPP) commencing after 1 July 2021.

S.1.2 Social and Community Services employee wage rates table:

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<th>Level</th>
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<th>Column A Effective from FFPP commencing 7 days after FWC approval of this Agreement</th>
<th>Column B Effective from FFPP after 1-Jul-2020 (2.5% increase)</th>
<th>Column C Effective from FFPP after 1-Jul-2021 (2.5% increase)</th>
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S.1.3 **Health Professional Employee wage rates table**

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<th>Level</th>
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<th>Column A Effective from FFPP commencing 7 days after FWC approval of this Agreement</th>
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# SCHEDULE 2 – ALLOWANCES

Subject to clause 17.1 - Adjustment of allowance amounts and clause 17.4 - Travel this Schedule 2 details Allowance rates in accordance with clause 17 – Allowances.

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<tr>
<th>Clause No.</th>
<th>Description</th>
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<tr>
<td>17.1</td>
<td><strong>ADJUSTMENT TO ALLOWANCES</strong>&lt;br&gt;EXCLUDING:&lt;br&gt;Meal Reimbursement specified in clause 17.4(f)</td>
<td>CPI %&lt;br&gt;Annual National 8-Cities Average CPI for the March Quarter</td>
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<td>17.3</td>
<td>First Aid Allowance –&lt;br&gt;Full time employee&lt;br&gt;Part time and casual employees (refer clauses 17.3(b) &amp; (c))</td>
<td>$16.51&lt;br&gt;$0.44 p/Hr&lt;br&gt;Per week&lt;br&gt;Pro rata</td>
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<td>17.2 (a) (i)</td>
<td>Meal allowance</td>
<td>$13.29&lt;br&gt;After 1 Hour</td>
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<td>17.2 (a) (ii)</td>
<td>Meal allowance</td>
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<td>17.5 (a)</td>
<td>On-call allowance Monday- Friday</td>
<td>$20.30&lt;br&gt;Per 24-hour period</td>
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<td>17.5 (b)</td>
<td>On-call allowance Saturday, Sunday &amp; Public Holidays</td>
<td>$40.51&lt;br&gt;Per 24-hour period</td>
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<td>20.8 (d)</td>
<td>Sleepover</td>
<td>$57.98&lt;br&gt;Per night</td>
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<tr>
<td>17.4 (b)</td>
<td>Travel Allowance (vehicle)</td>
<td>$0.86&lt;br&gt;Per Km</td>
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Allowances – excluded from CPI increases as stated at 17.4(f)

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<td>17.4 (f)</td>
<td>Travel - Meal Reimbursement&lt;br&gt;- Breakfast (if not included in accommodation)&lt;br&gt;- Lunch&lt;br&gt;- Dinner</td>
<td>$ 28.15&lt;br&gt;$ 31.65&lt;br&gt;$ 53.90&lt;br&gt;Per meal</td>
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Note 1: **HP award On Call Allowances** have been applied as they are the higher of the HP and SCHC&DS awards

Note 2: **Travel – Meal Reimbursement** rates are taken from reasonable amounts domestic travel expenses 2019/2020 Australian Taxation Office Determination.
SCHEDULE 3 – TRAINEESHIP ARRANGEMENTS

This Schedule 3 provides details of the arrangements of the traineeship arrangements referred to in clause 16.

S.3.1 Definitions

Act means the Training and Skills Development Act 2008 (SA).

approved training, in relation to the trainee, means the training specified in the training contract of the employee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State training authority means the that has power to approve traineeships, and to register training contracts under the Act (currently the Training and Skills Commission).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:
(a) has been approved by the relevant State training authority; and
(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
(c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between Autism SA and an employee that is registered by the relevant State training authority.

training package means the competency standards, assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

Training Plan means a program of training which forms part of a Training Agreement registered with the relevant State training authority.

S.3.2 Coverage

(a) Subject to clauses S.3.2 (b) to S.3.2 (e), this schedule applies to an employee covered by this Agreement who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by a relevant award.

(b) This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in the relevant award.

(c) This schedule does not apply to:
   i. the apprenticeship system; or
   ii. qualifications not identified in training packages; or
iii. qualifications in training packages that are not identified as appropriate for a traineeship.

(d) If this schedule is inconsistent with other provisions of this Agreement relating to traineeships, the other provisions prevail.

(e) This schedule ceases to apply to an employee at the end of the traineeship.

S.3.3 Types of traineeship

The following types of traineeship are available:

(a) a full-time traineeship based on 37.5 ordinary hours per week, with 20% of those hours being approved training;

(b) a part-time traineeship based on fewer than 37.5 ordinary hours per week, with 20% of those hours being approved training provided:
   i. wholly on the job; or
   ii. partly on the job and partly off the job; or
   iii. wholly off the job.

S.3.4 Minimum wage rates

Minimum wage rates shall operate in accordance with minimum rates for trainees specified in the relevant Award.

S.3.5 Other minimum wage provisions

(a) Clause S.3.5 applies despite anything to the contrary in clause S.3.3.

(b) An existing employee entering into a training contract with Autism SA must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.

(d) For an employee whose employment commenced as a trainee under traineeship arrangements the conditions of employment shall be in accordance with this Schedule and the training wage rates shall operate in accordance with the relevant Award.

S.3.6 Employment conditions

(a) A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer’s leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

(b) A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

(c) Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
(d) Subject to clause S.3.2 (d), this Agreement applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

(e) Employment as a trainee shall not commence until the relevant training contract has been signed by Autism SA and the trainee and is registered with relevant State training authority.

(f) Autism SA shall ensure that the trainee is permitted to attend the training course or program provided for in the training contract and shall ensure that the trainee receives the appropriate on-the-job training.

(g) Autism SA shall provide a level of supervision in accordance with the training contract during the traineeship period.

(h) Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Agreement.

(i) Termination of employment of trainees is dealt with in the training contract, or the Act. Autism SA initiating such action shall give written notice to the trainee at the time the action is commenced and to the relevant State training authority in accordance with the Act.

(j) The Trainee shall not be required to work overtime or shiftwork if it affects the successful completion of the Approved Training.

(k) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Agreement.

(l) No Trainee shall work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork.

(m) At the conclusion of the traineeship,
   i. this Schedule ceases to apply to an existing employee who entered into a training contract and the Agreement shall apply.
   ii. for an employee whose employment commenced as a trainee under traineeship arrangements, the employee's employment also ends.
   iii. At the sole discretion of Autism SA, an employee whose employment ends in accordance with (ii) above may be re-employed. If the break in employment was brought about by Autism SA and the former trainee is re-employed within two months of completion of the traineeship continuity of service is not affected and the period of employment served under the traineeship arrangements will count as service.

S.3.7 Dispute Settlement Procedure

(a) For matters not dealt with in accordance with the Act, the procedures to avoid industrial disputation contained in the Agreement will apply to Trainees.

Note: It is not intended that Trainees shall displace existing employees from employment.
SCHEDULE 4 - SUPERVISION DEFINITIONS (Non-Clinical)

This Schedule 4 provides context to statements pertaining to non-clinical supervision arrangements referred to in Schedule 5 – Classification Definitions Health Professionals and Schedule 6 - Classification Definitions Social and Community Services employees.

S.4.1 Close supervision

(a) Clear and detailed instructions are provided.
(b) Tasks are covered by standard procedures.
(c) Deviation from procedures or unfamiliar situations are referred to higher levels.
(d) Supervisor monitors work progress and outcomes.
(e) Relevant classification: Social and community services employee level 1

S.4.2 General guidance

(a) Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods.
(b) Guidance on the approach to standard circumstances is provided in procedures.
(c) Guidance on the approach to non-standard circumstances is provided by a supervisor.
(d) Checking is selective rather than constant.
(e) Relevant Classification: Social and community services employee level 2

S.4.3 General direction

(a) Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences.
(b) There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.
(c) Performance is checked by assignment completion.
(d) Relevant classifications:
   (i) Social and community services employee level 3
   (ii) Social and community services employee level 4
   (iii) Social and community services employee level 5
S.4.4 **Limited direction**

(a) Given a clear statement of objectives for an activity

(b) Require little guidance during the performance of the work

(c) Performance is usually measured in terms of the achievement of stated objectives to agreed standards that have been established by senior management

(d) Relevant Classification:

   (i) Social and community services employee level 6

   (ii) Social and community services employee level 7

S.4.5 **Broad direction**

(a) Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion.

(b) Limited detailed guidance will be available and the development or modification of procedures by the employee may be required.

(c) Performance will be measured against objectives.

(d) Relevant Classification: Social and community services employee level 8

S.4.6 **Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.
SCHEDULE 5 - CLASSIFICATION DEFINITIONS – HEALTH PROFESSIONALS

This Schedule 5 contains the classification definitions for Health Professional employees referred to in clause 13.

S.5.1 Health Professional employees—definitions

Health professionals employed at Autism SA and who are covered by the classification definitions below, include but are not limited to:

(a) Counsellor
(b) Occupational Therapist
(c) Psychologist
(d) Research Technologist
(e) Social Worker
(f) Speech Pathologist
(g) Welfare Worker
(h) Youth Worker

S.5.2 Health Professional—Level 1

(a) Positions at Level 1 are regarded as entry level health professional and for initial years of experience.

(b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional associations rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

(c) An employee at this level works under close supervision.

(d) An employee at this level demonstrates a competent level of professional knowledge and skill. As experience is gained a Level 1 health professional is able to independently undertake routine professional tasks using discipline specific reasoning whilst working within scope of practice.

(e) Duties undertaken independently at this level are generally of a routine and repetitive nature, with more complex professional decisions and problem solving made under the supervision or professional guidance of a more experienced health professional.

S.5.3 Health Professional—Level 2

(a) A health professional at this level works independently and is required to exercise independent judgement on routine matters. They may require professional clinical supervision from more senior members of the profession or health team when performing novel, complex or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace
education through provision of seminars, lectures, or in services. At this level the health professional may be actively involved in quality improvement activities such as research.

(b) An employee at this level works under general guidance.

(c) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

(d) An employee at this level will:

(i) Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline

(ii) Provide professional services to client groups in circumstances requiring increasingly complex practice skills

(iii) Exercise professional judgement to select and apply new and existing methods and techniques.

S.5.4 Health Professional – Level 3

(a) A health professional at this level has sufficient specialist knowledge and professional experience to be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

(b) An employee at this level works under general direction.

(c) This is the first level where a health professional may have managerial responsibilities.

(d) An employee at this level:

(i) Comprehensive knowledge of organisational policies and procedures

(ii) Works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;

(iii) Is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;

(iv) May be sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;

(v) Is performing across a number of recognised specialties within one discipline;

(vi) May be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
(vii) May be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining performance management systems; and

(viii) Is responsible for providing support for the efficient, cost effective and timely delivery of services.

(ix) The coordination of complex projects involving a personnel from either the discipline or a variety of professional disciplines

S.5.5 Health Professional—Level 4

(a) A health professional at this level has extensive relevant professional expertise and experience and is able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

(b) An employee at this level works under limited direction.

(c) An employee at this level may have responsibility for a combination of the following:

(i) Has, and continues to acquire, a proven record of achievement, including in the application of high level discipline knowledge

(ii) Comprehensive knowledge of policies and procedures

(iii) Lead and provide operational advice on major functions of work areas

(iv) Attain a work units operational goals and objectives and the facilitation and applications of human resource principles including performance management and development

(v) Manage overall workforce and professional service strategies, priorities and work standards

(vi) Participate in strategic management and service development decisions

(vii) The management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines

(viii) The provision of professional contribution to corporate objectives and policy;

(ix) Implementing and interpreting policy directives to satisfy the demands of professional and executive programs

(x) Ensuring management authorities are aware of current developments in the discipline

S.5.6 Health Professional—Level 5

(a) A health professional at this level provides a high level of professional judgement and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline and exercises high level managerial responsibility.

(b) An employee at this level works under broad direction.
(c) An employee at this level may have responsibility for a combination of the following:

(i) Detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies

(ii) Detailed knowledge of statutory requirements

(iii) Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise

(iv) Has the delegated authority to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;

(v) May be responsible to executive (CEO and the board) for providing effective services and ensuring budget/strategic targets are met

(vi) High level managerial responsibilities which involve a large number of staff and the coordination and direction of major program objectives

(vii) Supervises staff where required and establishes and monitors work outcomes;

(viii) Develops and direct the implementation of new and high level programs with a strategic management emphasis.

(ix) Is expected to develop/implement strategic business plans which increase the level of care to customers within a budget framework.

(x) The provision of authoritative and specialist consultancy services.
SCHEDULE 6 - CLASSIFICATION DEFINITIONS – SOCIAL AND COMMUNITY SERVICES EMPLOYEES

This Schedule 6 contains the classification definitions for Social and Community Services employees referred to in clause 13.

S.6.1 Social and community services employee level 1

S.6.1.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

(b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees’ duties at this level will be closely monitored with instruction and assistance being readily available.

(c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

(d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

(e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

(f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

(g) At this level, Autism SA expects to offer substantial internal and/or external training.

S.6.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

(a) undertake routine activities of a clerical and/or support nature;

(b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;

(c) provide routine information including general reception and telephonist duties;

(d) provide general stenographic duties;

(e) apply established practices and procedures;

(f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
(g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;

(h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by S.6.1.2 (h) is pay point 2.

S.6.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualifications and/or training**

   (i) developing knowledge of the workplace function and operation;

   (ii) basic knowledge of administrative practices and procedures relevant to the workplace;

   (iii) a developing knowledge of work practices and policies of the relevant work area;

   (iv) basic numeracy, written and verbal communication skills relevant to the work area;

   (v) at this level Autism SA is required to offer substantial on-the-job training.

(b) **Organisational relationships**

   Work under direct supervision.

(c) **Extent of authority**

   (i) work outcomes are clearly monitored.

   (ii) Freedom to act is limited by standards and procedures.

   (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.

   (iv) Project completion according to instructions and established procedures.

   (v) No scope for interpretation.

(d) **Progression**

   An employee primarily engaged in responsibilities which are prescribed by S.6.1.2 (g) will progress in accordance with clause 13.2
S.6.2 Social and community services employee level 2

S.6.2.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

(b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

(c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

(d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

(f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months’ satisfactory service.

S.6.2.2 Responsibilities

A position at this level may include some of the following:

(a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

(b) achieve outcomes which are clearly defined;

(c) respond to enquiries;

(d) assist senior employees with special projects;

(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

(f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
(g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

(h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;

(i) assist in calculating and maintaining wage and salary records;

(j) assist with administrative functions;

(k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

(l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;

(m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;

(n) possessing an appropriate qualification (as identified by Autism SA) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause S6.2.1.

S.6.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualification and/or training**

   (i) basic skills in oral and written communication with clients and other members of the public;

   (ii) knowledge of established work practices and procedures relevant to the workplace;

   (iii) knowledge of policies relating to the workplace;

   (iv) application of techniques relevant to the workplace;

   (v) developing knowledge of statutory requirements relevant to the workplace;

   (vi) understanding of basic computing concepts.

(b) **Prerequisites**

   (i) an appropriate certificate relevant to the work required to be performed;

   (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;

   (iii) appropriate on-the-job training and relevant experience; or
(iv) entry point for a diploma without experience.

(c) Organisational relationships

(i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under S.6.2.2 being undertaken;

(ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

(i) work outcomes are monitored;

(ii) have freedom to act within established guidelines;

(iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

S.6.3 Social and community services employee level 3

S.6.3.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

(b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

(c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

(d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

(e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

(f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
(g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

S.6.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake responsibility for various activities in a specialised area;

(b) exercise responsibility for a function within the organisation;

(c) allow the scope for exercising initiative in the application of established work procedures;

(d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

(e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;

(f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;

(g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;

(i) supervise a limited number of lower classified employees or volunteers;

(j) allow the scope for exercising initiative in the application of established work procedures;

(k) deliver single stream training programs;

(l) co-ordinate elementary service programs;

(m) provide assistance to senior employees;

(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

(i) undertake some minor phase of a broad or more complex assignment;

(ii) perform duties of a specialised nature;

(iii) provide a range of information services;
(iv) plan and co-ordinate elementary community-based projects or programs;

(v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(o) in the delivery of disability services as described in subclauses S.6.1.2 or S.6.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

S.6.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualifications and/or training**

   (i) thorough knowledge of work activities performed within the workplace;

   (ii) sound knowledge of procedural/operational methods of the workplace;

   (iii) may utilise limited professional or specialised knowledge;

   (iv) working knowledge of statutory requirements relevant to the workplace;

   (v) ability to apply computing concepts.

(b) **Prerequisites**

   (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

   (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;

   (iii) associate diploma with relevant experience; or

   (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) **Organisational relationships**

   (i) graduates work under direct supervision;

   (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under S.6.3.2 being undertaken;

   (iii) operate as member of a team;

   (iv) supervision of other employees.
(d) **Extent of authority**

(i) graduates receive instructions on the broader aspects of the work;

(ii) freedom to act within defined established practices;

(iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

**S.6.4 Social and community services employee level 4**

**S.6.4.1 Characteristics of this level**

(a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

(d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

(e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

**S.6.4.2 Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

(c) identification of specific or desired performance outcomes;

(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
(e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

(f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

(g) provide administrative support of a complex nature to senior employees;

(h) exercise responsibility for various functions within a work area;

(i) provide assistance on grant applications including basic research or collection of data;

(j) undertake a wide range of activities associated with program activity or service delivery;

(k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

(l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;

(m) apply computer programming knowledge and skills in systems development, maintenance and implementation;

(n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;

(o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

(i) liaise with other professionals at a technical/professional level;

(ii) discuss techniques, procedures and/or results with clients on straightforward matters;

(iii) lead a team within a specialised project;

(iv) provide a reference, research and/or technical information service;

(v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;

(vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;

(vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

**S.6.4.3 Requirements of the position**

Some or all of the following are needed to perform work at this level:
(a) **Skills, knowledge, experience, qualifications and/or training**

(i) knowledge of statutory requirements relevant to work;

(ii) knowledge of organisational programs, policies and activities;

(iii) sound discipline knowledge gained through experience, training or education;

(iv) knowledge of the role of the organisation and its structure and service;

(v) specialists require an understanding of the underlying principles in the discipline.

(b) **Prerequisites**

(i) relevant four year degree with one years relevant experience;

(ii) three year degree with two years of relevant experience;

(iii) associate diploma with relevant experience;

(iv) lesser formal qualifications with substantial years of relevant experience; or

(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

(d) Employees working as sole employees will commence at this level.

(e) **Organisational relationships**

(i) works under general direction;

(ii) supervises other staff and/or volunteers or works in a specialised field.

(f) **Extent of authority**

(i) required to set outcomes within defined constraints;

(ii) provides specialist technical advice;

(iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;

(iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.
S.6.5 Social and community services employee level 5

S.6.5.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation’s goals.

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

(c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation’s budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

(d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

(e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

(f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

S.6.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

(b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;

(c) undertake a minor phase of a broader or more complex professional assignment;

(d) assist with the preparation of or prepare organisation or program budgets in liaison with management;

(e) set priorities and monitor work flow in the areas of responsibility;

(f) provide expert advice to employees classified at lower levels and/or volunteers;

(g) exercise judgment and initiative where procedures are not clearly defined;
(h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

(i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

(j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;

(k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

(l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;

(m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;

(n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;

(o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;

(p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;

(q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:

(i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;

(ii) exercise professional judgment within prescribed areas;

(iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;

(iv) provide reports on progress of program activities including recommendations;

(v) exercise a high level of interpersonal skills in dealing with the public and other organisations;

(vi) plan, develop and operate a community service organisation of a moderately complex nature.
S.6.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualifications and/or training**
   - (i) knowledge of organisational programs, policies and activities;
   - (ii) sound discipline knowledge gained through experience;
   - (iii) knowledge of the role of the organisation, its structure and services.

(b) **Prerequisites**
   - (i) relevant degree with relevant experience;
   - (ii) associate diploma with substantial experience;
   - (iii) qualifications in more than one discipline;
   - (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
   - (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) **Organisational relationships**
   - (i) work under general direction;
   - (ii) supervise other employees and/or volunteers.

(d) **Extent of authority**
   - (i) exercise a degree of autonomy;
   - (ii) control projects and/or programs;
   - (iii) set outcomes for lower classified staff;
   - (iv) establish priorities and monitor work flow in areas of responsibility;
   - (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

S.6.6 Social and community services employee level 6

S.6 6.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

(e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

S.6.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake significant projects and/or functions involving the use of analytical skills;

(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;

(f) provide advice on matters of complexity within the work area and/or specialised area;

(g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
(h) exercise autonomy in establishing the operation of the work area;

(i) provide a consultancy service for a range of activities and/or to a wide range of clients;

(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

(i) provide support to a range of activities or programs;

(ii) control and co-ordinate projects;

(iii) contribute to the development of new procedures and methodology;

(iv) provide expert advice and assistance relevant to the work area;

(v) supervise/manage the operation of a work area and monitor work outcomes;

(vi) supervise on occasions other specialised staff;

(vii) supervise/manage the operation of a discrete element which is part of a larger organisation;

(viii) provide consultancy services for a range of activities.

S.6.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualification and/or training**

   (i) comprehensive knowledge of organisation policies and procedures;

   (ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;

   (iii) specialist knowledge gained through experience, training or education;

   (iv) appreciation of the long term goals of the organisation;

   (v) detailed knowledge of program activities and work practices relevant to the work area;

   (vi) knowledge of organisation structures and functions;

   (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) **Prerequisites**

   (i) degree with substantial experience;

   (ii) post graduate qualification;

   (iii) associate diploma with substantial experience;
(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) **Organisational relationships**

(i) works under limited direction from senior employees of the Committee of Management or Board;

(ii) supervision of staff.

(d) **Extent of authority**

(i) exercise a degree of autonomy;

(ii) may manage a work area or medium to large organisation or multi-worksite organisation;

(iii) has significant delegated authority;

(iv) selection of methods and techniques based on sound judgment;

(v) manage significant projects and/or functions;

(vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

**S.6.7 Social and community services employee level 7**

**S.6.7.1 Characteristics of the level**

(a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

(b) General features at this level require employees’ involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.

(c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

(d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.

(e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

S.6.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;

(b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;

(c) develop work practices and procedures for various projects;

(d) establish work area outcomes;

(e) prepare budget submissions for senior officers and/or the organisation;

(f) develop and implement significant operational procedures;

(g) review operations to determine their effectiveness;

(h) develop appropriate methodology and apply proven techniques in providing specialised services

(i) where prime responsibility lies in a professional field an officer at this level:

   (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;

   (ii) provides a consultancy service to a wide range of clients;

   (iii) functions may involve complex professional problem solving;

   (iv) provides advice on policy method and contributes to its development.

S.6.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) **Skills, knowledge, experience, qualification and/or training**

   (i) comprehensive knowledge of policies and procedures;

   (ii) application of a high level of discipline knowledge;

   (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
(iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or

(v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

(i) works under limited direction;

(ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

(i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

S.6.8 Social and community services employee level 8

S.6.8.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation’s relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

(b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, Autism SA, Committee or Board of Management.

(c) General features of this level require the employee’s involvement in the initiation and formulation of extensive projects or programs which impact on the organisation’s goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

(d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

(e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

(f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

### S.6.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

(a) undertake work of significant scope and complexity. A major portion of the work requires initiative;

(b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;

(c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;

(d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

(e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;

(f) administer complex policy and program matters;

(g) may offer consultancy service;

(h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;

(i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

   (i) contribute to the development of operational policy;
   
   (ii) assess and review the standards of work of other specialised personnel/external consultants;
   
   (iii) initiate and formulate organisational programs;
   
   (iv) implement organisational objectives within corporate goals;
   
   (v) develop and recommend ongoing plans and programs.

### S.6.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:
(a) Skills, knowledge, experience, qualification and/or training

   (i) detailed knowledge of policy, programs, guidelines, procedures and practices of
       the organisation and external bodies;

   (ii) detailed knowledge of statutory requirements.

(b) Prerequisites

   (i) qualifications are generally beyond those normally acquired through a degree
       course and experience in the field of specialist expertise;

   (ii) substantial post graduate experience;

   (iii) lesser formal qualifications and the acquisition of considerable skills and
       extensive and diverse experience relative to an equivalent standard; or

   (iv) attained through previous appointments, service and/or study with a
       combination of experience, expertise and competence sufficient to perform the
       duties of the position.
IN THE FAIR WORK COMMISSION

FWC Matter No: AG2020/1036

Applicant: Autism Association of South Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Amy Pearce, General Manager - People and Culture for Autism Association of South Australia on behalf of Autism Association of South Australia (Employer) give the following undertakings with respect to the Autism SA Enterprise Agreement 2020 (Agreement):

1. I have the authority given to me by the Employer to provide this undertaking in relation to the application before the Fair Work Commission (Commission).

2. For the purposes of clause 7.6 of the Agreement, the Employer undertakes that it will comply with section 203(7)(b) of the Fair Work Act 2009 (FW Act) by ensuring that a copy of any individual flexibility arrangement agreed to under clause 7 of the Agreement is given to the employee within 14 days after the arrangement is agreed to.

3. For the purposes of clause 28.4 of the Agreement, the Employer undertakes that it will comply with section 97 of the FW Act by not imposing a requirement that an employee must be responsible for the care and support of the person who is the subject of any carer’s leave taken by the employee.

4. For the purposes of clause 15(2)(a) of the Agreement, clause S.1.1 in Schedule I to the Agreement and section 193 of the FW Act, the Employer undertakes that, from the date on which Agreement was made, being 26 March 2020, it has and will pay to the employees no less than the rates set out in Column A of the table in clause S.1.2 of that Schedule.

5. For the purposes of clause 21 of the Agreement, the Employer undertakes that it will pay any Health Professional employees, who are employed on a casual basis and whose ordinary hours include work on Saturdays, at the rate of time and three quarters which includes the casual loading.

6. These undertakings are provided on the basis of issues raised by the Commissioner in the application before the Commission, and will be attached to the Agreement if approved by the Commission.

Signature
Amy Pearce
Name
General Manager – People and Culture
Title
29 April 2020
Date