



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Anangu Pitjantjatjara Yankunytjatjara**  
(AG2019/4956)

## **ANANGU PITJANTJATJARA YANKUNYTJATJARA ENTERPRISE AGREEMENT 2019**

Social, community, home care and disability services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 2 APRIL 2020

*Application for approval of the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Anangu Pitjantjatjara Yankunytjatjara. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

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

[4] The Agreement lodged contained an error at page 3. On 13 March 2020, the Applicant filed an amended version of the Agreement correcting this error. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] The Australian Municipal, Administrative, Clerical and Services Union (ASU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 2 April 2020 and, in accordance with s.54, will operate from 9 April 2020. The nominal expiry date of the Agreement is 1 April 2024.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/4956 - Application for approval of the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019

**Applicant:**

Anangu Pitjantjatjara Yankunytjatjara

#### **Undertaking-section 190**

I, Richard King, General Manager of Anangu Pitjantjatjara Yankunytjatjara, give the following undertakings with respect to the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Anangu Pitjantjatjara Yankunytjatjara to provide this undertaking in relation to this application before the Fair Work Commission.
2. That the following undertakings will apply in respect to the Agreement;

#### **Undertaking 1**

##### **Rosters**

The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

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

It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

##### **Change in roster**

Seven days' notice will be given of a change in a roster.

However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.

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, as the case may be.

#### **Undertaking 2**

A new clause 19.7 will read as follows;

19.7 An employee will be paid a meal allowance of \$13.29 in addition to any overtime payment as follows:

- a) when required 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
- b) provided that where such overtime work exceeds four hours a further meal allowance of \$13.29 will be paid.

19.8 Clause 19.7 will not apply when an employee could reasonably return home for a meal within the meal break.

**Undertaking 3**

Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.

**Undertaking 4**

That Schedule B is to be replaced with the below table;

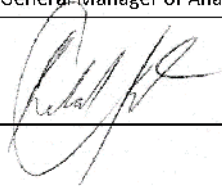
CLASSIFICATIONS	Full Time Equivalent On commencement of Agreement	Full Time / Part time 1-Jul-20	Full Time /Part Time 1-Jul-21	Full Time /Part Time 1-Jul-22
<b>Level 1</b>				
Increment 1	\$42,088.80	\$43,351.46	\$44,652.01	\$45,991.57
Increment 2	\$43,472.00	\$44,776.16	\$46,119.44	\$47,503.03
Increment 3	\$44,855.20	\$46,200.86	\$47,586.88	\$49,014.49
<b>Level 2</b>				
Increment 1	\$54,181.92	\$55,807.38	\$57,481.60	\$59,206.05
Increment 2	\$55,881.28	\$57,557.72	\$59,284.45	\$61,062.98
Increment 3	\$57,580.64	\$59,308.06	\$61,087.30	\$62,919.92
Increment 4	\$59,141.68	\$60,915.93	\$62,743.41	\$64,625.71
<b>Level 3</b>				
Increment 1	\$63,350.56	\$65,251.08	\$67,208.61	\$69,224.87
Increment 2	\$64,654.72	\$66,594.36	\$68,592.19	\$70,649.96
Increment 3	\$64,812.80	\$66,757.18	\$68,759.90	\$70,822.70
Increment 4	\$65,464.88	\$67,428.83	\$69,451.69	\$71,535.24
<b>Level 4</b>				
Increment 1	\$69,594.72	\$71,682.56	\$73,833.04	\$76,048.03
Increment 2	\$71,412.64	\$73,555.02	\$75,761.67	\$78,034.52
Increment 3	\$73,230.56	\$75,427.48	\$77,690.30	\$80,021.01
Increment 4	\$74,712.56	\$76,953.94	\$79,262.55	\$81,640.43

CLASSIFICATIONS	Full Time /Part Time On commencement of Agreement	Full Time / Part time 1-Jul-20	Full Time /Part Time 1-Jul-21	Full Time /Part Time 1-Jul-22
<b>Level 5</b>				
Increment 1	\$79,020.24	\$81,390.85	\$83,832.57	\$86,347.55
Increment 2	\$80,719.60	\$83,141.19	\$85,635.42	\$88,204.49
Increment 3	\$82,675.84	\$85,156.12	\$87,710.80	\$90,342.12
<b>Level 6</b>				
Increment 1	\$86,193.12	\$88,778.91	\$91,442.28	\$94,185.55
Increment 2	\$88,109.84	\$90,753.14	\$93,475.73	\$96,280.00
Increment 3	\$90,006.80	\$92,707.00	\$95,488.21	\$98,352.86
<b>Level 7</b>				
Increment 1	\$93,128.88	\$95,922.75	\$98,800.43	\$101,764.44
Increment 2	\$95,085.12	\$97,937.67	\$100,875.80	\$103,902.08
Increment 3	\$97,041.36	\$99,952.60	\$102,951.18	\$106,039.71
<b>Level 8</b>				
Increment 1	\$100,894.56	\$103,921.40	\$107,039.04	\$110,250.21
Increment 2	\$102,870.56	\$105,956.68	\$109,135.38	\$112,409.44
Increment 3	\$104,866.32	\$108,012.31	\$111,252.68	\$114,590.26

Employer Name - Richard King

Authority to sign – General Manager of Anangu Pitjantjatjara Yankunytjatjara

Signature -



Date 1<sup>st</sup> April 2020

**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.**

Anangu Pitjantjatjara Yankunytjatjara  
Enterprise Agreement  
2019

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## Enterprise Agreement

### **PART 1 — APPLICATION AND OPERATION**

#### 1. Title

This Agreement shall be known as the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2016-2020.

#### 2. Persons covered by this agreement

##### 2.1 This Agreement is between:

- a) ANANGU PITJANTJATJARA INC, (ABN 77 261 612 162 ), of 250km south west **Stuart Highway Umuwa South Australia 0872, 'APY'** (the employer); and
- b) The employees of the employer who are described at clause 2.2 of this Agreement (the employees).

2.2 This Agreement covers the employees of the employer employed within the classifications set out in this Agreement and who carry out their employment at the 250km south west Stuart Highway Umuwa South Australia 0872 of the employer as described within this Agreement.

2.3 The employer may require the employees to work at different locations to suit the needs of its business from time to time.

#### 3. Relationship to award

3.1 Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

#### 4. Commencement and nominal expiry

4.1 This Agreement comes into operation on the seventh day after the date of approval by The Fair Work Commission.

4.2 The nominal expiry date of this Agreement is 4 years from the date of approval by the Fair Work Commission.

#### 5. Definitions

##### 5.1 In this Agreement:

- a) **'Act'** means the *Fair Work Act 2009* (Cth).
- b) **'APY'** means Anangu Pitjantjatjara Inc.
- c) **'Anangu'** means a person of Pitjantjatjara, Yankunytjatjara or Ngaanyatjarra descent.
- d) **'Designated employee'** designated employees are employees who meet all of the following.
  - (i) Employee is recruited from outside the Lands and
  - (ii) the employee works on the Lands.

- e) **'Employees'** mean the employees of the employer who fall within the coverage of clause 2.2.
- f) **'Immediate Family'** means:
- (i) A spouse, defacto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) A child, parent, grandparent, grandchild or sibling of the of a spouse or defacto partner of the employee.
- g) **'Lands'** means all lands being the subject of any of the following legislation, as amended from time to time:
- (i) Anangu Pitjantjatjara Yankunytjatjara Land Rights Act 1981 (SA)
  - (ii) Aboriginal Lands Rights (NT) Act 1976 [Cth]
  - (iii) National Parks and Wildlife Conservation Act [Cth]
  - (iv) Aboriginal Affairs Planning Authority Act (WA)
  - (v) Aboriginal Heritage Act 1988 (SA)
  - (vi) Aboriginal Lands Trust Act 2013 (SA)
  - (vii) Maralinga Tjarutja Land Rights Act 1984 (SA)
- h) **'NES'** means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).
- i) **'Permit'** means an entry permit pursuant to any of the following legislation, as amended from time to time.
- (i) Anangu Pitjantjatjara Yankunytjatjara Land Rights Act 1981 (SA)
  - (ii) Aboriginal Lands Rights (NT) Act 1976 [Cth]
  - (iii) National Parks and Wildlife Conservation Act [Cth]
  - (iv) Aboriginal Affairs Planning Authority Act (WA)
  - (v) Aboriginal Heritage Act 1988 (SA)
  - (vi) Aboriginal Lands Trust Act 2013 (SA)
  - (vii) Maralinga Tjarutja Land Rights Act 1984 (SA)

## **PART 2 — INDIVIDUAL FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION**

### 6. Flexibility term

- 6.1 The employer and an individual employee may agree to make an individual flexibility agreement (Individual Flexibility Agreement) to vary the effect of the terms of the Agreement if:
- a) the Agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed
    - (ii) overtime rates/overtime leave
    - (iii) penalty rates
    - (iv) allowances
    - (v) leave loading
  - b) the arrangement is genuinely agreed to by the employer and the individual employee.
- 6.2 The Individual Flexibility Agreement between the employer and the individual employee must:
- a) be about permitted matters within the meaning of section 172 of the Act;
  - b) not include unlawful terms within the meaning of section 194 of the Act; and
  - c) result in the individual employee being better off overall than the individual employee would be if no Individual Flexibility Agreement was made.
- 6.3 The Individual Flexibility Agreement between the employer and the individual employee must:
- a) be in writing; and
  - b) include the name of the employer and the individual employee; and
  - c) be signed by the employer and the individual employee and if the individual employee is under 18 years of age, signed by a parent or guardian of the individual employee; and
  - d) include details of:
    - (i) the terms of the Agreement that will be varied by the Individual Flexibility Agreement; and
    - (ii) how the Individual Flexibility Agreement will vary the effect of the terms; and
    - (iii) how the individual employee will be better off overall in relation to the terms and conditions of their employment as a result of the Individual Flexibility Agreement; and
  - e) state the day on which the Individual Flexibility Agreement commences.
- 6.4 The employer must give the individual employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to.

6.5 the employer or the individual employee may terminate the Individual Flexibility Agreement:

- a) by giving no more than 28 days written notice to the other party to the Individual Flexibility Agreement; or
- b) if the employer and the individual employee agree in writing – at any time.

## 7. Consultation

7.1 This clause applies if:

- a) The employer has made a definite decision to introduce a major change to the production, program, orientation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees of the enterprise.

### Major Change

7.2 For a major change referred to in clause 7.1a)

- a) The employer must notify the relevant employees of the decision to introduce the major change; and
- b) Clause 7.3 to 7.7 apply.

7.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.4 If:

- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) The employee(s) advise the employer of the identity of the representative;

The employer must recognise the representative.

7.5 As soon as practicable after making its decision, the employer must:

- a) Discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) For the purposes of the discussion – provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

- 7.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer the requirements set out in clauses 7.2, Error! Reference source not found. and REF \_Ref346524625 \w \h \\* MERGEFORMAT Error! Reference source not found. are taken not to apply.
- 7.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- a) The termination of the employment of employees; or
  - b) Major change to the **composition, operation or size of the employer's** workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) The alteration of hours of work; or
  - e) The need to retain employees; or
  - f) The need to relocate employees to another workplace; or
  - g) The restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 7.10 For a change referred to in clause 7.1b)
- a) The employer must notify the relevant employees of the proposed change; and
  - b) Clause 7.11 to 7.15 apply.
- 7.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause
- 7.12 If:
- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) The employee(s) advise the employer of the identity of the representative;
- The employer must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the employer must:
- a) Discuss with the relevant employees the introduction of the change; and
  - b) For the purpose of the discussion – provide to the relevant employees:-
    - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters the employer reasonably believes are likely to affect the employees; and
- (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.16 In this clause:

**'relevant employees'** means the employees who may be affected by the change referred to in clause 7.1 .

## 8. Dispute resolution process

8.1 If a dispute relates to a matter arising under the Agreement or the NES, this clause sets out the procedures to settle the dispute.

8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 The employees and the employer must genuinely attempt to resolve any disputes at the workplace level.

8.4 If a matter in dispute cannot be resolved at the workplace level, an employee or the employer may elect to have the matter referred to The Fair Work Commission for conciliation.

8.5 While the dispute is being resolved employees must:

a) continue to work in accordance with this Agreement and their contract of employment, unless an employee has a reasonable concern about an imminent risk to their health or safety; and

b) where reasonable concerns about imminent risks to health and safety do exist, comply with any reasonable direction given by the employer to perform other available work, either at the same workplace or another workplace.

8.6 In directing an employee to work at another workplace the employer will have regard to:

a) the provision (if any), of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that applies to the affected employee or that other work; and

b) whether that work is appropriate for the employee to perform.

## 9. Positive Employee Relations and Union Delegate Recognition

9.1 The employer shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

- 9.2 The employer recognises the role that workplace union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.
- 9.3 On being notified in writing by the union that an employee has been appointed as a union delegate the employer will recognise the employee as a union delegate of the union and allow them:
- a) Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent union members in the workplace;
  - b) Delegates will be provided with reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with employees and the union.
  - c) Reasonable private access to union members to discuss union business and to non-union members for recruitment purposes.
  - d) Reasonable access to representatives of the employer for the purpose of resolving issues of concern to union members.
  - e) The Employer will ensure that all new employees have access to information **of who the 'workplace union delegates are**
  - f) Accessible space for union delegates to display notices.

## **PART 3 — EMPLOYMENT RELATED MATTERS**

### 10. Permits

- 10.1 The employment of all non- Anangu employees is dependent on them holding a permit for entry into the lands in which they are required to work.

### 11. Hours of work

#### 11.1 Full-time employees

- a) Full-time employees will be required to work:
- (i) an average of 38 hours per week (Ordinary Hours); and
  - (ii) reasonable additional hours.

#### 11.2 Part-time employees

- a) Part-time employees will be required to work:
- (i) an average of ordinary hours less than 38 hours per week (Ordinary Hours); and
  - (ii) reasonable additional hours.
- b) A part-time employee will be engaged for a minimum of 3 hours per shift.
- c) Before commencing employment, the employer and employee will agree in writing on:
- (i) on a regular pattern of work including the number of hours to be worked each week, and
- d) the days of the week the employee will work and the starting and finishing times each day.
- e) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week
- f) The agreement made pursuant to clause 11.2c) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

#### 11.3 Casual employees

- a) A casual employee is an employee engaged and paid as a casual employee. From time to time a casual employee may be rostered on a regular basis but such roster does not provide an entitlement to regular or continuous work.
- b)
- c) A casual employee will be paid for a minimum of 3 hours per engagement.
- d) New employees will be advised of the status of their employment prior to commencing work with the employer.

#### 11.4 Right to request casual conversion



- a) A person engaged by a particular employer 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 the employer.
- f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer 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 that:
- (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 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 the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons** for refusal in writing within 21 days of the request being made. If the

**employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission 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 or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.211.2c).
- 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 the employer.
- 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 an employer to require a regular casual employee to so convert.
- o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- p) An employer 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.**
- q) **A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph p).**

12. Span of hours

12.1 The ordinary hours of work for all employees will be;

- a) Up to 10 hours per day
- b) worked between 6.00am -7.00pm Monday to Sunday.
- c) .

13. Probationary period

13.1 A three (3) month probation period will apply to all new full time and part time employees on appointment. At any time during the probationary period, either **the employer or the employee may terminate the employee's employment**

without providing reasons. Notice requirements will be in accordance with clause 51.

An employees minimum employment period as defined by the Fair Work Act is not affected by the clause.

#### 14. Classifications and wages/salaries

14.1 The classification levels are set out in schedule A of this agreement.

14.2 Full time salary rates are set out in schedule B of this agreement.

14.3 Part time employees will be paid prorata the appropriate salary rate for the classification in which the part time employee is engaged.

14.4 For each hour of work performed, a casual employee will be paid the hourly rate for the classification in which the casual employee is engaged, plus a loading of 25%. The casual loading is **paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment..** The formula for the hourly rate will be as follows;

annual salary / 52 / 38 X 1.25 = casual hourly rate

14.5 **APY reserve the right to pay employees higher Salary rates than the rates published in Schedule B of this agreement, however, no employee will suffer a reduction in pay as a result of this agreement coming into operation.**

14.6 **An employee who is in receipt of a salary that is in excess of 25% of the prescribed rates in this agreement at the time of commencement of the Agreement, will not receive the following;**

**a) Overtime penalties**

**b) Weekend penalties**

**c) Shift penalties**

**d) Public holiday penalties**

**Until such time that the agreement rates of pay are equal to the salary being paid to the employee.**

14.7 **APY will ensure that an employee is better off overall by assessing and comparing what an employee would have received under this agreement and what they actually received each time an employee performs overtime, weekend work, shiftwork or public holiday work. Any shortfalls will be paid to an employee in the same pay period.**

14.8 The National Trainee Wage will be in accordance with Schedule E of the Miscellaneous Award 2010. The provisions in Schedule E of the Miscellaneous Award 2010 will apply to this agreement in respect to Trainees.

#### 15. Incremental Progression

15.1 **At the end of each 12 months' continuous employment, an employee 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 paypointl within the level.**

- 15.2 Movement to a higher classification will only occur by way of promotion or re-classification.
16. Payment of wages
- 16.1 The employer will pay wages and salaries on a weekly basis.
- 16.2 **The employer will pay by electronic funds transfer into the employee's bank account.**
- 16.3 The employer must pay an employee no later than 7 days after the day on which the **employee's employment terminates.**
17. Superannuation
- 17.1 For each eligible employee, the employer will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and other related legislation.
- 17.2 Superannuation will be paid to either of the following funds:
- a) Australian Super Fund or
  - b) **any other complying fund of the employee's choice in accordance with the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004.***
- 17.3 Where an employee does not elect an alternative superannuation fund in accordance **with this clause, the employer's superannuation** fund will be the default fund.
- 17.4 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions in the following circumstances;
- a) Paid leave—**while the employee is on any paid leave;**
  - b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
    - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
    - (ii) the employee remains employed by the employer.
18. Salary packaging
- 18.1 APY is a Public Benevolent Institution (PBI). Employees of APY may access the Fridge Benefits Tax (FBT) exemptions, through the APY nominated provider.
- 18.2 APY does not accept any liability for the advice the FBT providers provide. Employees should seek independent financial advice prior to entering into any agreements.
- 18.3 **Salary Sacrifice and Packaging is permitted in accordance with the Employer's Salary Sacrificing Policy(s).**
19. Overtime
- 19.1 Overtime is when an employee is required to perform work;

- a) In excess of their rostered hours or
  - b) In excess of 38 hours per week or
  - c) Outside the span of hours as defined in Span of hours clause or
  - d) Is recalled outside their usual rostered hours to perform work (recall)
- 19.2 All overtime must be pre approved by the employee's manager prior to being worked except in exceptional circumstances which will be considered on a case by case basis.
- 19.3 An employee who is required and authorised to perform overtime from Monday to Saturday will be paid time and a half for the first two hours and double time for all time thereafter.
- 19.4 An employee who is required and authorised to perform overtime on a Sunday will be paid double time for all hours worked.
- 19.5 An employee who is required and authorised to perform overtime on a Public Holiday will be paid double time and a half for all hours worked.
- 19.6 In calculating overtime, each day stands alone.
- 20. Time off instead of payment for overtime
  - 20.1 An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
    - a) Any time off instead of payment for overtime must be subject to a separate agreement and recorded.
    - b) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked, that is, if 3 hours are worked, 3 hours will accrue to time off.
    - c) The accrued time off must be taken:
      - (i) within the period of 3 months after the overtime is worked; and
      - (ii) at a time or times within that period of 3 months agreed by the employee and employer.
    - d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.1 but has not yet taken the time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
    - e) If time off for overtime that has been worked is not taken within the period of 3 months, the employer must pay the employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
    - f) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to take time off instead of payment for overtime.
    - g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the

employer agrees to the request then clause 20.1 will apply, including the requirement for separate written agreements for overtime that has been worked.

**Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).**

- h) All time off accrued at the time of an employees termination must be paid to the employee on termination at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

## 21. Weekend Penalties

- 21.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in in the shiftwork clause and the casual loading prescribed in the casual clause, and are not applicable to overtime hours worked on a Saturday or a Sunday.

## 22. Breaks

- 22.1 Employees are entitled to an unpaid meal break of a minimum of 30 minutes and up to 60 minutes, if required to work at least 5 continuous hours in any one day.
- 22.2 Employees are entitled to a paid tea break of 15 minutes in each four (4) hours worked.
- 22.3 In addition to the break prescribed above, after working 9 hours in any one day, employees are entitled to a further 20 minutes paid break.
- 22.4 The employer shall decide the time at which employees take the break(s).

## 23. Shiftwork

- 23.1 Engagement in shiftwork
- 23.2 Where the employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked.
- 23.3 Definitions
  - a) Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
  - b) Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
  - c) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
  - d) 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 and is entitled to an additional week's annual leave on the same terms and conditions
- 23.4 Shift allowances and penalty rates

- a) An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- 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 who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.

23.5 Shifts are to be worked in one continuous block of hours that may include meal breaks.

24. Airfare Entitlement

24.1 A designated employee (as defined in this agreement) will be entitled to 1 return airfare each 12 months of service and will become available on their anniversary of engagement. The airfare cannot be banked and must be used within 3 months of airfare entitlement becoming available. Upon the 12 month anniversary of a designated employee, the employee must provide the details of the booking to be made. The flight must be scheduled no later than 3 months from the date of the anniversary.

24.2 The designated employee may request to have the airfare cashed out. Any request to cash out an airfare must be in writing and subject to agreement by the employer. If the designated employee requests the airfare to be cashed out, the amounts listed in the below table will be paid to the employee in the following pay period, after the request is made.

2020	\$500.00
2021	\$512.00
2022	\$525.00

24.3 An employee who has already received their airfare entitlement by way of cash out in 2019, and it was below the amount set in the table above, the employee will received the difference between what they received and the amount provided in the table within four (4) weeks of this agreement being approved by the Fair Work Commission. No deduction will be made if an employee received more than the amount provided for in the table above.

PART 4 — ALLOWANCES

25. Uniform

25.1 If the employer requires an employee to wear a uniform, then the employer will supply and pay for the uniform, and the uniform will remain the property of the employer.

- 25.2 An employee who is required to wear a uniform will be paid a laundry allowance of \$7.00 per week or part thereof based on an employees engagement. This allowance is not payable during periods of leave.
26. Motor vehicle expenses
- 26.1 Employees will be reimbursed \$0.78 per kilometre for all work related travel in their own vehicle, provided that an employee obtains prior written approval from the employer for this expense.
27. Work related expenses
- 27.1 Employees will be reimbursed for all reasonable expenses approved in writing by **the employer and incurred in the proper performance of the employees' duties** and responsibilities. If an employee claims reimbursement of any expenses, the **employee must produce evidence to the employer's satisfaction of payment for** such expenses.
28. Other allowances
29. Remote living allowance
- 29.1 Employees are entitled to an annual remote living allowance, at the following rates:
- a) Level 1  
Employees primarily residing and working in Alice Springs
- |      |                              |                      |
|------|------------------------------|----------------------|
| (i)  | Employees without dependents | \$1,250.00 per annum |
| (ii) | Employees with dependents    | \$2,222.00 per annum |
- b) Level 2  
Employees residing outside of the Lands but spending the majority of their working time on the Lands.
- |      |                              |                      |
|------|------------------------------|----------------------|
| (i)  | Employees without dependents | \$1,710.00 per annum |
| (ii) | Employees with dependents    | \$3,010.00 per annum |
- c) Level 3  
Employees residing and working on the Lands.
- |      |                              |                      |
|------|------------------------------|----------------------|
| (i)  | Employees without dependents | \$2,820.00 per annum |
| (ii) | Employees with dependents    | \$4,560.00 per annum |
- 29.2 The remote living allowance for the dependent rate is payable only where the employee has **recognised dependents, being an employee's spouse , or children** under the age of 18 who:
- a) Reside permanently with the employee and
- b) Who are not in receipt of
- |     |  |
|-----|--|
| (i) | income from any source greater than the value of the weekly national minimum wage or |
|-----|--|



(ii) in receipt of the remote living allowance.

29.3 An employee couple will only be entitled to one of the following remote living allowance payments :

- a) Without dependents rate for each employee of the employee couple or
- b) The dependent rate for one employee and the without dependents rate for the other employee of the employee couple.

29.4 The remote living allowance will be paid to employees on a weekly basis by using the following formula;

- a) Annual amount / 52.

29.5 Casual employees and part-time employees are entitled to remote living allowance on a pro rata basis according to the number of hours that they work. This will be calculated as follows;

- a) annual amount / 52 / 38 X hrs worked

29.6 Employees are entitled to remote living allowance while they are on any form of paid leave. However, remote living allowance is not an all-purpose rate.

### 30. Residential Accommodation Assistance

30.1 **For the purposes of this clause an 'APY dwelling' means a dwelling owned or leased by the APY for the purpose of housing Employees and their dependents.**

30.2 This clause only applies to designated Employees (as defined by this agreement)

30.3 An Employee who is required to move to the lands for a period of more than 12 weeks may apply for, or be provided with, an APY dwelling at a subsidised amount.

30.4 If the General Manager approves the application made pursuant to clause 1.3;

- a) The employee will enter into a tenancy agreement;
- b) APY will meet the cost of water rates related to the dwelling
- c) APY will ensure that electricity is connected prior to moving in and disconnected on the day of or the day following departure from the residence. Electricity usage costs are the responsibility of the employee and APY will provide a final electricity reading prior to cessation of employment / departure from the residence and will deduct outstanding electricity amounts from termination pay or the following pay, whichever is applicable. **Anything over 300 a quarter is the employees responsibility per dwelling**
- d) APY will ensure that telephone is connected prior to moving in and disconnected on the day of or the day following departure from the residence. Telephone usage costs are the responsibility of the employee and APY will provide a final telephone reading prior to cessation of employment / departure from the residence and will deduct outstanding electricity amounts from termination pay or the following pay, whichever is applicable.
- e) APY will provide a fully furnished dwelling, including furniture and whitegoods in reasonable condition.

- f) APY will provide internet connection and usage for program managers at no cost.
- g) The Employee will pay each week an amount specified in the table below or an amount determined by the General Manager, which will be deducted from the Employees weekly pay:

(i)

<b>Year</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>Shared - less than 3 months</b>	<b>Shared - more than 3 months</b>
2019	\$35.00	\$45.00	\$60.00	Free	\$25.00
2020	\$37.00	\$47.00	\$62.00	Free	\$27.00
2021	\$39.00	\$49.00	\$64.00	Free	\$29.00

- 30.5 APY will record the amount of rental paid by an Employee under paragraph (c) on the **Employee's pay slip** as a deduction.
- 30.6 Where an Employee who rents accommodation from APY applies for any type of leave without pay and wants to remain in their accommodation for all or part of their leave, the Employee must seek approval from the General Manager to remain in the APY accommodation.
- 30.7 If approval to remain in APY accommodation during a period of leave without pay is not sought and/or given, the Employee may be required to vacate the premises.
- 30.8 Where accommodation is rented from the APY at a subsidised rate and the Employee is on any type of leave without pay, the APY is entitled to remove the subsidy and charge an additional amount for rent.
- 30.9 Upon termination an employee will required to vacate the property in accordance with the Residential Tenancies Act.

### 31. Relocation Reimbursement

- 31.1 This clause only applies to full time, designated employees as defined in clause 5.1d).
- 31.2 Employees are entitled to a relocation allowance on recruitment of employment. This allowance is to reimburse employees for travel to and from the lands, and is payable upon production of receipts
- 31.3 The relocation allowance will be paid at the following rate:
  - a) Employee without dependants - up to \$1,500.00
  - b) Employee with dependants - up to \$3,000.00
- 31.4 Employees are not entitled to the relocation allowance in the following circumstances:
  - a) Where an employee receives payment for relocation expenses from another source.

32. Removal Reimbursement

32.1 This clause only applies to full time, designated employees as defined in clause 5.1d).

32.2 Employees are entitled to removal allowance on on termination of employment.

32.3 This allowance is payable on employee providing receipts or quote to the employer for relocation costs of personal belongings at the following rates:

a) Employee without dependants up to \$1,750.00

b) Employee with dependants up to \$3,500.00

32.4 Employees are not entitled to the removal allowance in the following circumstances:

a) **Where an employee provides less than two (2) weeks' notice of resignation.**

b) Where an employee has served less than 12 months continuous service

c) Where an employee receives payment for removal expenses from another source.

d) Where an employee is terminated for serious misconduct.

e)

33. First Aid allowance

33.1 **Employees are entitled to a first aid officer's allowance of \$16.50 per week provided that the following conditions are met:**

a) The employer must appoint the employee as a first aid officer; and

b) The employee must have an appropriate current first aid certificate.

33.2 Casual employees and part-time employees are entitled to first aid allowance on a pro rata basis according to the number of hours that they work.

34. Bilingual allowance

34.1 Bilingual means a recognised proficiency in English as well as any one of the Pitjantjatjara, Yunkunyatjara or Ngaanyatjarra languages.

34.2 In recognition of the increased effectiveness and productivity of bilingual employees, an employee who is competently bilingual and who is regularly required in the course of their duties to use one or more of the languages is entitled to a bilingual allowance where they satisfy all provisions of the clause at the following rates.

a) Level 1- \$2,201.24 per year

This level is appropriate for employees who are capable of using minimal knowledge of the purpose of simple communication.

b) Level 2- \$3,672.76 per year

This level represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

- 34.3 Employees must provide proof of their bilingual proficiency and accreditation before they are entitled to a bilingual qualification allowance. Proof can be obtained through the Institute for Aboriginal Development (Interpreter / Translator Service).
- 34.4 Employees who qualify for the bilingual allowance will be eligible for the payment of the allowance, which will be paid on a fortnightly basis over the course of 12 months.
35. Higher Duties allowance
- 35.1 If an employee temporarily performs the duties of an employee holding a higher job classification for a period of 5 consecutive working days or more, the employee is entitled to payment at the rate applicable to the higher classification for that period of time.
- 35.2 This clause does not limit or affect the right of the employer to reasonably require an employee of any classification at any time, or from time to time, to perform duties appropriate to any other classification. This applies whether or not those duties are normally attached to a higher or lower classification, or any other duties associated with the ordinary conduct of work.
36. Travel Allowance
- 36.1 Where an Employee is required to travel overnight for business, APY will pay a travel allowance to compensate for meals and incidentals in accordance with Australian Taxation Office Taxation Determinations. Employees will not be entitled to this allowance where meals are provided. This allowance is not payable if an employee is supplied with meals.
- 36.2 Where an employee is required to travel for work and spend a night away from their usual residence, the employer will provide reasonable accommodation.
- 36.3 An employee who is required to work remotely and camp – will be provided with adequate food for breakfast, lunch and dinner, drinking water, equipment, sleeping and bedding and will receive a camping allowance of \$38.20 per night.
37. Vehicle allowance
- 37.1 Where an employee is required and authorised by the employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre. The vehicle allowance will be updated in accordance with ATO Taxation Determinations.
38. Licence
- 38.1 **If it is a requirement of an employee's employment that they hold a current licence or permit of any of the following: firearms, motor vehicle, forklift, backhoe, truck, plant equipment and bus, employees must notify the employer immediately if their licence is suspended or cancelled.**
39. Training
- 39.1 Employees shall, if directed by the employer, attend training sessions. The training sessions may be in the workplace or such other locations as necessary for the purposes of the training.

## **PART 5 — LEAVE**

### 40. Annual leave

40.1 This clause applies only to full-time and part-time employees.

40.2 Each employee is entitled to annual leave in accordance with the Act.

40.3 **In addition to an employee's entitlement to annual leave under the Act, the following will apply in respect to the amount of leave;**

a) Designated employees (as defined in the definitions) will be entitled to 8 weeks Annual Leave per year

b) Shiftworkers (as defined) will be entitled to 7 weeks leave per year (unless they are designated workers – then they will be entitled to 8 weeks)

c) All other employees will be entitled to 6 weeks Annual Leave per year

40.4 **Except for the amount of annual leave, employees' annual leave entitlements** are in all other respects in accordance with the relevant provisions of the Act.

40.5 Employees will be paid an additional 17.5% loading on top of their base rate of pay for the period that the employee is on annual leave.

40.6 Employees are entitled to remote living allowance during annual leave.

40.7 The employer may direct employees to take any annual leave credited to the employees, in circumstances where there is a close down of that part of the **employer's business in which the employees work. If an employee does not have enough accrued annual leave to cover all or part of the close down period, the relevant employees agree that he/she will take leave without pay. Such leave without pay will still count as service and he/she will continue to accrue relevant leave entitlements during those periods.**

### 40.8 Excessive Leave

a) An employee has an excessive leave accrual if the employee has accrued **more than 12 weeks' paid annual leave (or 14 weeks' paid annual leave for a shiftworker,**

b) If an employee has an excessive leave accrual, the employer 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 40.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

d) Clause 40.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### 40.9 Excessive leave accruals: direction by employer that leave be taken

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

- (b) However, a direction by the employer 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 6 weeks when any other paid annual leave arrangements are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of 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 the employer and employee.
- (c) The employee must take paid annual leave in accordance with a 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.

#### 40.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer 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 by the employer to take annual leave.
- (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 6 weeks when any other paid annual leave arrangements 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 the employer and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than **6 weeks' paid annual leave** (or **7 weeks' paid annual leave** for a shiftworker, in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

40.11 **An employee is entitled to personal/carer's leave while they are on annual leave** as long as the employee satisfactory provides evidence to support the application for such leave.

a)

40.12 Cashing out of annual leave is as follows:

a) Paid annual leave must not be cashed out except in accordance with a written agreement between the employee and employer. Any cash out agreement must evolve from an employee request.

b) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

c) The annual leave cash out agreement 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.

d) The agreement must be signed by the employer and employee and, if the employee is **under 18 years of age, by the employee's parent or guardian.**

e) 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.

f) **An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.**

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

h) The employer must keep a copy of any agreement as an employee record.

i)

#### 41. **Personal/carer's leave**

41.1 This clause applies only to full-time and part-time employees except where expressly provided by the Act.

41.2 Each employee is entitled to paid and unpaid **personal/carer's leave** in accordance with the Act.

41.3 Employees will be entitled to an additional 2 days personal leave per year.

- 41.4 For clarity purposes paid **Personal/carer's leave** is 12 days per year for a full time employee and pro rata for a part time employee.
- 41.5 The employer may require an employee to provide reasonable proof, such as a **doctor's certificate or statutory declaration, of the employee's need to take personal/carer's leave.**
42. Compassionate leave
- 42.1 Employees will be entitled to compassionate leave in accordance with the Act
- 42.2 Employees may access compassionate leave in accordance to the Act in the following circumstances:
- a) A member of the Employees household or immediate family, contracts or develops a personal illness or injury that poses a serious threat to their life, or dies.
- 42.3 **In addition to employee's entitlement to compassionate leave under the Act** (two (2) days per occasion), employees are entitled to an additional three (3) days compassionate leave per calendar year. The additional days will be paid for full time and part time employees. Except for the amount of compassionate leave, **employee's compassionate leave entitlements in all other respects are in accordance with relevant provisions of the Act.**
43. Leave to deal with Family and Domestic Violence
- 43.1 This clause applies to all employees, including casuals.
- 43.2 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.
- b) A reference to a spouse or de facto partner in the definition of family member in clause 43.2a) includes a former spouse or de facto partner.
- 43.3 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.

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

2. The employer and employee may agree that the employee may take **more than 5 days' unpaid leave to deal with family and domestic violence.**

#### 43.4 Taking 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 thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

#### 43.5 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.**

#### 43.6 Notice and evidence requirements

a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 43. The notice:

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

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

b) Evidence

An employee who has given their employer notice of the taking of leave under clause 43 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 43.4.

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.

#### 43.7 Confidentiality

a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 43.6 is treated confidentially, as far as it is reasonably practicable to do so.

- b) Nothing in clause 43 prevents an employer 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. Employers should consult with such employees regarding the handling of this information.

#### 43.8 Compliance

An employee is not entitled to take leave under clause 43 unless the employee complies with clause 43.

#### 44. Parental leave

44.1 Employees are entitled to unpaid parental leave in accordance with the Act.

#### 45. Long service leave

45.1 Employees are entitled to long service leave in accordance with relevant legislation.

#### 46. Public holidays

46.1 Employees are entitled to a day off on a Public Holiday (as defined in this clause).

46.2 For the purpose of this clause, the following days, unless substituted by or under a law of the State or Territory in which the relevant employee is principally engaged to perform work, shall be Public Holidays:

- a) **New Year's Day;**
- b) Australia Day;
- c) Good Friday;
- d) Easter Monday;
- e) ANZAC Day;
- f) Christmas Day;
- g) Boxing Day; and
- h) **the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory in which the relevant employee is principally engaged to perform work); and**
- i) any other day declared to be a public holiday by or under a law of the State or Territory in which the relevant employee is principally engaged to perform work.

46.3 If an employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.

47. Study leave

47.1 Full time and Part time employees are entitled to up to two (2) hours per week paid study leave, and up to a maximum of two (2) weeks (in accordance with the employees engagement) paid leave per year to study or attend training.

47.2 Study leave is approved at the **employer's** discretion, and will not be granted if it would unreasonably affect the productive of the operations of the employer.

47.3 Study leave will be granted subject to the following conditions:

a) The study is directly relevant to the work the employee is performing and /or the skills and/ or knowledge required by the employee to progress through the classifications structure.

b) Evidence of such training is provided to the employer.

48. Community Service leave

48.1 Employees are entitled to community Service Leave (Jury and emergency leave) in accordance with the Act.

49. Ceremonial leave

49.1 Ceremonial Leave is defined as a benefit when the employee is required to attend and participate in a ceremony because of their traditional and cultural position in the community, and their traditional ties to the ceremony.

49.2 Employees will be entitled to 10 days unpaid Ceremonial leave.

49.3 Employees other than casuals with twelve (12) months continuous service who are required to be absent from work for ceremonial purposes shall be entitled to up to five (5) days paid ceremonial leave for each twelve months period of employment. The 5 paid days do not extend the 10 days unpaid ceremonial leave.

49.4 For clarity purposes, after 12 months of continuous service an employee will be entitled to their 10 days ceremonial leave and 5 of those days the employee will receive payment when they are absent on ceremonial leave. The employee may elect which days they wish to be paid for up to a maximum of 5 days.

49.5 Ceremonial leave entitlements do not accrue during a year of service and do not accumulate from year to year.

49.6 Applications for ceremonial leave must be made in writing at least two weeks prior to the commencement of the leave requested. A letter from a relevant ceremonial Elder will be required as evidence for approval.

49.7 All applications for ceremonial leave are to be referred to the General Manager for approval.

49.8 By agreement with the General Manager ceremonial leave may be extended as unpaid leave.

50. Other leave

50.1 Employees are entitled to other leave in accordance with the Act.

**PART 6 — TERMINATION OF EMPLOYMENT AND RELATED MATTERS**

51. Notice of termination

51.1 This clause applies only to full-time and part-time employees.

51.2 Either **the employer or the employee may terminate the employee’s** employment by giving the amount of notice determined by the following table:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

51.3 If an employee is over 45 years of age at the time of the giving of the notice, and has not less than two years continuous service with the employer, the employee **is entitled to an additional week’s notice. Employees providing the employer** with notice of termination do not need to comply with this sub-clause.

51.4 An employee will not be entitled to relocation or removal allowance where they **do not provide at least two (2) weeks’ notice.**

51.5 With respect to any period of notice, the employer may do any of the following:

- a) pay the employee in lieu of any part or all of the notice period;
- b) require the employee not to report to work during the whole or any part of the notice period;
- c) provide the employee with duties different from those which the employee would ordinarily perform.

51.6 The required amount of payment in lieu of notice is the amount that the affected employee would have earned, and the employer would have been liable to pay, **if the employee’s employment had continued until the end of the required** period of notice. That total must be calculated taking into account:

- a) **the employee’s Ordinary Hours of work (as it relates to the employee’s** employment status); and
- b) the amounts ordinarily payable to the employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including overtime)).

51.7 **The period of notice in this clause does not apply in the case of an employee’s** dismissal for serious misconduct.

51.8 It is agreed that where an employee provides the employer with less than the **required amount of notice of termination of the employee’s employment, the** employer may deduct from any remaining payment due to the employee from the employer a monetary amount equal to the amount of notice which the employee failed to provide the employer.

- 51.9 If an employee and the employer agree, an employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.
- 51.10 Job search entitlement
- 51.11 Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- 51.12 The time off provided in this clause is to be taken at times that are convenient to the employee after consultation with the employer.
52. Suspension
- 52.1 The employer may direct an employee to not attend work and not to undertake **any of the employee's work duties at any time, provided that the employer provides the employee with payment at the employee's ordinary rate of pay** during the period of suspension.
- 52.2 The circumstances in which the employer may give the employee such a direction include, but are not limited to, circumstances in which the employer is carrying out an investigation into allegations of misconduct.
53. Return of property
- 53.1 **Immediately upon the termination of an employee's employment for any reason, or otherwise at the employer's request, the employee must return to the employer all property belonging to the employer and any information which relates to the business of the employer or its clients or potential clients, which is in the employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).**
54. Redundancy
- 54.1 This clause applies only to full-time and part-time employees.
- 54.2 Subject to the exceptions outlined below, if the employer terminates an **employee's employment because of redundancy**, then in addition to the required period of notice provided in this Agreement the affected employee will be entitled to a severance payment determined by the following table:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
At least 1 year but less than 2 years	<b>4 weeks' pay</b>
At least 2 years but less than 3 years	<b>6 weeks' pay</b>
At least 3 years but less than 4 years	<b>7 weeks' pay</b>
At least 4 years but less than 5 years	<b>8 weeks' pay</b>
At least 5 years but less than 6 years	<b>10 weeks' pay</b>
At least 6 years but less than 7 years	<b>11 weeks' pay</b>
At least 7 years but less than 8 years	<b>13 weeks' pay</b>

At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

54.3 A severance payment will not be payable in any of the following circumstances:

- a) **If an employee's period of continuous service with the employer is less than 12 months.**
- b) The employer does not employ 15 or more employees at the earlier of the following times:
  - (i) the time the employee is given notice of the redundancy;
  - (ii) **immediately prior to the employee's employment being terminated.**
- c) **The employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty**
- d) **The employee's employment is terminated due to the ordinary and customary turnover of labour, such as, but not limited to, circumstances in which the employer loses a contract, upon which the continuing employment of certain employees with the employer, is reliant.**
- e) If the employer offers the employee alternative employment or obtains an offer of alternative employment from another employer and in the opinion of the employer, the employee unreasonably declines to accept such an offer.
- f) Where the transfer of business rules under relevant legislation does not require the employer to provide severance pay.
- g) The employee is a casual employee, trainee or apprentice.
- h) The employee is an employee engaged for a specified period of time or for a specified task or tasks.
- i) The employee is serving a period of probation or minimum employment period as defined by the Act.
- j) The employee is a seasonal employee.
- k) The employee is a daily or weekly hire employee, whose employment is subject to seasonal factors and production workloads.

54.4 In this Agreement:

- a) **'weeks' pay' means the employee's ordinary hourly rate of pay multiplied by the employee's Ordinary Hours (as it relates to the employee's employment status) for a week and shall exclude: overtime; penalty rates; disability allowances; shift allowances; special rates; fares and travelling time allowances; bonuses; superannuation; car allowances and any other ancillary payments; as well as the value of any the employer vehicle provided to the employee.**
- b) **'redundancy' means circumstances where, an employee's employment is terminated at the employer's initiative, because the employer 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.

**PART 7 — SIGNATORIES**

55. Signatures of appointed bargaining representatives

55.1 I confirm that this is a true copy of the Agreement which was made between the employer and the employees:

Signed for and on behalf of ANANGU PITJANTJATJARA INC (ABN 77 261 612 162 ) by:

Signature: [Handwritten Signature]

Name: Richard King

Date: 17/12/19.

Address: PMB 227

Via Alice Springs

Umuwa Community  
SA.

The signature of ANANGU PITJANTJATJARA INC was witnessed by:

Signature: [Handwritten Signature]

Name: Michael Clinch

Date: 17/12/19

Address: PMB 227

Via Alice Springs

Umuwa Community  
SA.

Explanation of authority to sign: General Manager

Signed for and on behalf of the employees who is a bargaining representative by:

Signature: [Handwritten Signature]

Name: ABBIE SPENCER

Date: 18/12/19

Address: 41 King William Rd  
UNLEY SA 5061

The signature of the bargaining representative was witnessed by:

Signature: [Handwritten Signature]

Name: ROBERT ANDREACCHIO

Date: 18/12/19

Address: 41 KING WILLIAM RD  
UNLEY SA 5061



## **SCHEDULE A –CLASSIFICATIONS**

### **Level 1**

Employees at Level 1 work under close supervision using established routines, methods and procedures, which require the practical application of basic skills and techniques. Employees will have work outcomes closely monitored.

Problem solving at this level are generally of a routine nature.

Work at this level is performed under close direction using established routines, methods and procedures, and there is little scope for deviating from these. Tasks should be mixed to provide a range of work experience and some may be of a routine or operational nature. Problems can usually be solved by reference to straight-forward methods, procedures and instructions. Assistance is available if required when problems arise.

Work may involve a combination of activities including:

- basic manual work
- recognise basic faults, errors, mistake or low quality work standards
- maintain basic records
- basic operations of keyboard equipment
- carry out routine checks
- providing reception services, shop and store work
- working with the local community/ community members

Employees will understand and may undertake basic quality control procedures, and understand basic quality and faults and will understand the principles of safe working.

Employees at this level do not have supervisory responsibilities. However, more experienced staff may assist new staff and provide guidance and advice to less experienced employees.

### **Qualifications/ Experience prerequisites**

- No experience or qualifications required at this level

### **Indicative job titles which are usually within the definition of Level 1**

- Receptionist
- Labourer
- Administration Officer
- Ranger
- Maintenance Officer
- Station Worker / Hand
- Trainee
- School Leaver

## Level 2

Employees at Level 2 work under routine direction which encompass a range of work which requires routine experience or the application of skills derived from work of a similar nature and a general knowledge of the work to be performed.

Employees may be required to follow and interpret rules, guidelines, instructions and procedures. At this level employees may be required to undertake a range of duties requiring judgement, liaison and communication within the organisation and with other interested parties.

Employees at this level usually work under general direction and their work is subject to regular checks. Detailed instructions are not necessary and there is scope for employees to exercise initiative in applying established work practices and procedures.

The solution of problems may require the exercise of limited judgement, although guidance would be available in precedents, guidelines, procedures and instructions.

Employees at his level may provide guidance to lower classified or less experience employees.

### Qualifications/ Experience prerequisites

- Certificate 11 or 111 Level qualifications and or/ relevant experience in a relevant field

### Indicative job titles which are usually within the definition of Level 2 are:

- Permit officer
- Invoice Clerk
- Land Care Officer
- Senior Labourer
- Senior Station worker/hand
- Anthropologist Assistant
- Mining Assistant

### **Level 3**

Employees at Level 3 work under general direction, require relevant experience combine with broad knowledge of organisation function and activities and a sound knowledge of the major activity performed with work area.

Employees with supervisory responsibilities may undertake some complex operation work and may assist with review work undertaken by team members. Including providing on the job training as required to other employees.

Problems faced by employees at this level may be complex yet broadly similar to past problems. Generally solutions can be found in documented precedents or rules, guidelines, procedures or instructions. There is scope for employees to exercise discretion within the work performed, initiative in the application of established work practices and procedures.

Employees at this level will be responsible for managing their own time and priorities of their own work.

#### **Qualifications/ Experience prerequisites**

- Certificate 111-IV or and or/ relevant experience in a relevant field
- Relevant trade qualifications with industry experience

#### **Indicative job titles which are usually within the definition of Level 3 are:**

- Project Officer
- Maintenance Coordinator
- Tradesperson
- Senior administration officer
- IPA Coordinators
- Senior rangers

## **Level 4**

Employees at Level 4 usually work under general direction within clear guidelines and established work practices and priorities. Their work will require the application of knowledge, skills and techniques which are appropriate to the work area.

Work at this level requires a sound knowledge of program, activity, policy or service aspects of the work performed within a functional element or a number of work areas. Employees will contribute critical knowledge and skills when procedures are not clearly defined.

Employees undertake activities which may require them to exercise considerable initiative in the application of established work procedures. Employee at this level will be responsible for managing and planning of their own time and work priorities and may plan and supervise work of lower classified employees.

### **Qualifications/ Experience prerequisites**

- Diploma/ Associated Diploma level qualification with relevant work related experience
- Completion of post trades certificates or advance certificates and extensive relevant experience
- 4 year degree with one year's experience
- 3 year degree with 2 years' experience
- Attained experience in a relevant field through previous appointments with equivalent level of expertise and experience to undertake roles at this level

### **Indicative job titles which are usually within the definition of Level 4 are:**

- Program Coordinators
- Senior Tradesperson

## Level 5

An employee at level 5 will undertake various functions under a wide range of conditions to achieve a result in line with the corporate goals of the organisation.

Employees are required to set priorities, plan and organise their own work and that of lower classified staff 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.

Positions may involve a range of work functions, which may include a component of supervision, may also be required to provide specialist expertise advice in their relevant discipline.

Employees at this level will be required to adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined. Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation.

### Qualifications/ Experience prerequisites

- A relevant degree with relevant experience
- Associated diploma with substantial experience
- Qualifications in more than one relevant discipline
- Attained extensive experience in a relevant field through previous appointments with equivalent level of expertise and experience to undertake roles at this level

### Indicative job titles which are usually within the definition of Level 5 are:

- Tenement Mining Coordinator
- Anthropologist

## **Level 6**

An employee at level 6 is subject to limited direction from Management and will exercise managerial responsibility for an organisation program or element.

Employees may exercise managerial responsibility, use their knowledge and skills to co-ordinate programs or an element, work independently as senior 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 have a level of responsibility for decision-making; may exercise judgement, delegate authority and the provision of expert advice.

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.

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 or a section thereof, 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 represent the organization at meetings, conferences and seminars.

### **Qualifications/ Experience prerequisites**

- A relevant degree with substantial experience
- Associated diploma with substantial experience
- Qualifications in more than one relevant discipline
- Attained extensive experience, in a relevant field through previous appointments with equivalent level of expertise and experience to undertake roles higher than a level 5 position

### **Indicative job titles which are usually within the definition of Level 6 are:**

- Senior Anthropologist
- Pastoral Manager
- Feral Animal Manager
- IPA Manager
- Office Manager

## Level 7

An employee at level 7 works under broad direction from of Senior Executives (or similar) Employees will 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. Functions within this level may involve complex professional problem solving.

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.

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.

### Qualifications/ Experience prerequisites

- A relevant degree with substantial experience of at least 4 years
- Extensive experience in management and expertise in an technical or administrative field or
- An equivalent combination of relevant experience, qualifications and training.
- Positions at this level may be appointed by a government department or the board of management.

### Indicative job titles which are usually within the definition of Level 7 are:

- Manager Stakeholder Engagement
- Director of Administration

## **Level 8 – Executive**

An Executive has duties and responsibilities above the Level 7 classification description contained in this agreement.

An employee at level 8 is subject to board direction from senior officers, Committee or Board of Management and will exercise managerial responsibility for the organisation.

Employees will be required to undertake duties of innovative, novel and/or critical nature with little or no professional direction.

Indicative job titles which are usually within the definition of APY Level 8 are:

- APY General Manager



**SCHEDULE B –WAGES/SALARIES**

CLASSIFICATIONS	Full Time /Part Time On commencement of Agreement	Casual on commencement of Agreement	Full Time / Part time 1-Jul-20	Casual 1-Jul-20	Full Time /Part Time 1-Jul-21	Casual 1-Jul-21	Full Time /Part Time 1-Jul-22	Casual 1-Jul-22
Level 1								
Increment 1	\$21.30	\$26.63	\$21.94	\$23.04	\$22.60	\$28.25	\$23.28	\$29.09
Increment 2	\$22.00	\$27.50	\$22.66	\$23.79	\$23.34	\$29.17	\$24.04	\$30.05
Increment 3	\$22.70	\$28.38	\$23.38	\$24.55	\$24.08	\$30.10	\$24.80	\$31.01
Level 2								
Increment 1	\$27.42	\$34.28	\$28.25	\$42.85	\$29.09	\$36.37	\$29.97	\$37.46
Increment 2	\$28.28	\$35.36	\$29.13	\$44.19	\$30.01	\$37.51	\$30.91	\$38.63
Increment 3	\$29.14	\$36.42	\$30.01	\$45.53	\$30.91	\$38.64	\$31.84	\$39.80
Increment 4	\$29.93	\$37.41	\$30.83	\$46.76	\$31.75	\$39.69	\$32.70	\$40.88
Level 3								
Increment 1	\$32.06	\$40.07	\$33.02	\$50.09	\$34.01	\$42.52	\$35.03	\$43.79
Increment 2	\$32.72	\$40.90	\$33.70	\$51.13	\$34.71	\$43.39	\$35.75	\$44.69
Increment 3	\$32.80	\$41.00	\$33.79	\$51.26	\$34.80	\$43.50	\$35.85	\$44.81
Increment 4	\$33.13	\$41.41	\$34.12	\$51.77	\$35.15	\$43.93	\$36.20	\$45.25
Level 4								
Increment 1	\$35.22	\$44.02	\$36.27	\$55.02	\$37.36	\$46.70	\$38.48	\$48.10
Increment 2	\$36.14	\$45.17	\$37.22	\$56.46	\$38.34	\$47.92	\$39.49	\$49.36
Increment 3	\$37.06	\$46.33	\$38.17	\$57.91	\$39.32	\$49.15	\$40.50	\$50.62
Increment 4	\$37.81	\$47.27	\$38.95	\$59.08	\$40.12	\$50.15	\$41.32	\$51.65

CLASSIFICATIONS	Full Time /Part Time On commencement of Agreement	Casual on commencement of Agreement	Full Time / Part time 1-Jul-20	Casual 1-Jul-20	Full Time /Part Time 1-Jul-21	Casual 1-Jul-21	Full Time /Part Time 1-Jul-22	Casual 1-Jul-22
Level 5								
Increment 1	\$39.99	\$49.99	\$41.19	\$62.48	\$42.43	\$53.03	\$43.70	\$54.62
Increment 2	\$40.85	\$51.06	\$42.08	\$63.83	\$43.34	\$54.17	\$44.64	\$55.80
Increment 3	\$40.79	\$50.99	\$42.02	\$63.74	\$43.28	\$54.10	\$44.57	\$55.72
Level 6								
Increment 1	\$43.62	\$54.52	\$44.93	\$68.15	\$46.27	\$57.84	\$47.66	\$59.58
Increment 2	\$44.59	\$55.73	\$45.92	\$69.66	\$47.30	\$59.13	\$48.72	\$60.90
Increment 3	\$45.55	\$56.94	\$46.92	\$71.18	\$48.33	\$60.41	\$49.78	\$62.22
Level 7								
Increment 1	\$47.13	\$58.91	\$48.54	\$73.64	\$50.00	\$62.50	\$51.50	\$64.38
Increment 2	\$48.12	\$60.15	\$49.57	\$75.19	\$51.05	\$63.82	\$52.58	\$65.73
Increment 3	\$49.11	\$61.38	\$50.58	\$76.73	\$52.10	\$65.12	\$53.66	\$67.08
Level 8								
Increment 1	\$51.06	\$63.82	\$52.59	\$79.78	\$54.17	\$67.71	\$55.79	\$69.74
Increment 2	\$52.06	\$65.07	\$53.62	\$81.34	\$55.23	\$69.04	\$56.89	\$71.11
Increment 3	\$53.07	\$66.34	\$54.66	\$82.92	\$56.30	\$70.38	\$57.99	\$72.49

### **SCHEDULE C - SUPPORT WAGE SYSTEM**

The support wage system will be in accordance with Schedule F of the Social Community Home Care and Disability Award 2010.

## **IN THE FAIR WORK COMMISSION**

### **FWC Matter No.:**

AG2019/4956 - Application for approval of the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019

### **Applicant:**

Anangu Pitjantjatjara Yankunytjatjara

### **Undertaking-section 190**

I, Richard King, General Manager of Anangu Pitjantjatjara Yankunytjatjara, give the following undertakings with respect to the Anangu Pitjantjatjara Yankunytjatjara Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Anangu Pitjantjatjara Yankunytjatjara to provide this undertaking in relation to this application before the Fair Work Commission.
2. That the following undertakings will apply in respect to the Agreement;

#### **Undertaking 1**

##### **Rosters**

The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

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

It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

##### **Change in roster**

Seven days' notice will be given of a change in a roster.

However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.

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, as the case may be.

#### **Undertaking 2**

A new clause 19.7 will read as follows;

19.7 An employee will be paid a meal allowance of \$13.29 in addition to any overtime payment as follows:

- a) when required 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
- b) provided that where such overtime work exceeds four hours a further meal allowance of \$13.29 will be paid.

19.8 Clause 19.7 will not apply when an employee could reasonably return home for a meal within the meal break.

**Undertaking 3**

Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.

**Undertaking 4**

That Schedule B is to be replaced with the below table;

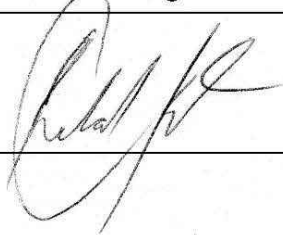
CLASSIFICATIONS	Full Time Equivalent On commencement of Agreement	Full Time / Part time 1-Jul-20	Full Time /Part Time 1-Jul-21	Full Time /Part Time 1-Jul-22
<b>Level 1</b>				
Increment 1	\$42,088.80	\$43,351.46	\$44,652.01	\$45,991.57
Increment 2	\$43,472.00	\$44,776.16	\$46,119.44	\$47,503.03
Increment 3	\$44,855.20	\$46,200.86	\$47,586.88	\$49,014.49
<b>Level 2</b>				
Increment 1	\$54,181.92	\$55,807.38	\$57,481.60	\$59,206.05
Increment 2	\$55,881.28	\$57,557.72	\$59,284.45	\$61,062.98
Increment 3	\$57,580.64	\$59,308.06	\$61,087.30	\$62,919.92
Increment 4	\$59,141.68	\$60,915.93	\$62,743.41	\$64,625.71
<b>Level 3</b>				
Increment 1	\$63,350.56	\$65,251.08	\$67,208.61	\$69,224.87
Increment 2	\$64,654.72	\$66,594.36	\$68,592.19	\$70,649.96
Increment 3	\$64,812.80	\$66,757.18	\$68,759.90	\$70,822.70
Increment 4	\$65,464.88	\$67,428.83	\$69,451.69	\$71,535.24
<b>Level 4</b>				
Increment 1	\$69,594.72	\$71,682.56	\$73,833.04	\$76,048.03
Increment 2	\$71,412.64	\$73,555.02	\$75,761.67	\$78,034.52
Increment 3	\$73,230.56	\$75,427.48	\$77,690.30	\$80,021.01
Increment 4	\$74,712.56	\$76,953.94	\$79,262.55	\$81,640.43

CLASSIFICATIONS	Full Time /Part Time On commencement of Agreement	Full Time / Part time 1-Jul-20	Full Time /Part Time 1-Jul-21	Full Time /Part Time 1-Jul-22
<b>Level 5</b>				
Increment 1	\$79,020.24	\$81,390.85	\$83,832.57	\$86,347.55
Increment 2	\$80,719.60	\$83,141.19	\$85,635.42	\$88,204.49
Increment 3	\$82,675.84	\$85,156.12	\$87,710.80	\$90,342.12
<b>Level 6</b>				
Increment 1	\$86,193.12	\$88,778.91	\$91,442.28	\$94,185.55
Increment 2	\$88,109.84	\$90,753.14	\$93,475.73	\$96,280.00
Increment 3	\$90,006.80	\$92,707.00	\$95,488.21	\$98,352.86
<b>Level 7</b>				
Increment 1	\$93,128.88	\$95,922.75	\$98,800.43	\$101,764.44
Increment 2	\$95,085.12	\$97,937.67	\$100,875.80	\$103,902.08
Increment 3	\$97,041.36	\$99,952.60	\$102,951.18	\$106,039.71
<b>Level 8</b>				
Increment 1	\$100,894.56	\$103,921.40	\$107,039.04	\$110,250.21
Increment 2	\$102,870.56	\$105,956.68	\$109,135.38	\$112,409.44
Increment 3	\$104,866.32	\$108,012.31	\$111,252.68	\$114,590.26

**Employer Name** - Richard King

**Authority to sign** – General Manager of Anangu Pitjantjatjara Yankunytjatjara

**Signature** -



**Date** 1<sup>st</sup> April 2020