

**SOUTH AUSTRALIAN GOVERNMENT
WAGES PARITY
(SALARIED)
ENTERPRISE AGREEMENT 2009**



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1. ENTERPRISE AGREEMENT

- 1.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the “South Australian Government Wages Parity (Salaried) Enterprise Agreement 2009”.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.1 The term of this Enterprise Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia until 30 June 2012.
- 1.2 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment (CPE) PSM Act Standards, Directions, Circulars, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer parties undertake to, wherever possible, keep relevant employees informed of these issues.

2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are to:
 - 2.1.1 Enable the SA public sector agencies and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers;
 - 2.1.2 Effect wages parity and increases in accordance with this Enterprise Agreement for salaried employees bound by this Enterprise Agreement and employed in positions classified at the same level;
 - 2.1.3 Support South Australia’s Strategic Plan, the South Australian Health Care Plan and the achievement of government and agency objectives;
 - 2.1.4 Advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
 - 2.1.5 Support workforce flexibility, mobility, development and performance;
 - 2.1.6 Acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement;
 - 2.1.7 Continue to apply to particular agencies terms as detailed in Appendix 2.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
 - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
 - 2.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
 - 2.2.3 Consultation in the development and implementation of public sector and agency based reform and change programs;
 - 2.2.4 Employment security for employees bound by this Enterprise Agreement for the life of this Enterprise Agreement;
 - 2.2.5 Obtaining the approval of the Industrial Relations Commission of South Australia to this Enterprise Agreement; and
 - 2.2.6 Existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Workplace Flexibility Agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the Commission.

3. INTERPRETATION

3.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i> ;
“administrative unit”	Means an administrative unit established under the <i>Public Sector Management Act 1995</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	Means an agency referred to in clause 4.2;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“association”	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“CE, DPC”	Means the Chief Executive of the Department of the Premier and Cabinet, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
“Chief Executive”	Means the person who is the principal administrative officer within the named agency, or delegate thereof;
“Commission”	Means the Industrial Relations Commission of South Australia;
“Commissioner’s Standard”	Means a Standard made, varied or substituted for by the CPE under the <i>Public Sector Management Act 1995</i> , and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPE after the commencement of the <i>Public Sector Act 2009</i> ;
“CPE”	Means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment, and will be read as the Commissioner for Public Sector Employment following the commencement of the <i>Public Sector Act 2009</i> ;
“employer”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Enterprise Agreement;
“employee representative”	Includes an association, as defined above;
“1996 Memorandum Of Understanding” and “MOU”	Means the document entitled “Memorandum Of Understanding” made as between the Government and public sector unions (including the associations) on 20 December 1996;
“particular agency”	Means the agency or entity specifically referred to in the relevant clause;
“party”	Means the persons, entities and associations referred to in clause 4;
“this Enterprise Agreement”	Means the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2009;
“Voluntary Flexible Working Arrangement” and “VFWA”	Means a working arrangement of a type dealt with in Commissioner’s Standard 3.1 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
“weekly paid employee”	Means an employee covered by the <i>South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007</i> or the <i>South Australian Government Wages Parity (Plumbing, Metal and Building Trades) Enterprise Agreement 2008</i> or the <i>South Australian Metropolitan Fire Service Government Services Employees Enterprise Agreement 2009</i> (or applicable successor), and includes an employee whose rate of pay is specified in the applicable award or industrial instrument as a weekly rate.

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 Dental Officers Agreement (unregistered: dated 1980);
 - 3.2.2 Grant Funded Scientists (unregistered agreement: APESMA dated 2001);
 - 3.2.3 Medical Scientists (South Australian Public Sector) Award;
 - 3.2.4 Public Service (Recreation Leave Loading) Award;
 - 3.2.5 S.A. Public Sector Salaried Employees Interim Award;
 - 3.2.6 Visiting Dental Staff Agreement (unregistered: dated 1980).
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 2 Saved Clauses and Appendix 3 Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 2 and Appendix 3 will prevail over any other clause of this Enterprise Agreement to the extent of any inconsistency;
 - 3.6.2 In interpreting or applying a clause in Appendix 2 and Appendix 3, regard may be had, in the event of ambiguity or uncertainty, to the context within which the clause appeared in the relevant superseded Enterprise Agreement or was agreed (respectively); and
 - 3.6.3 Clauses in each part of "Appendix 2 Saved Clauses" will apply only to the particular agency to which the part refers, unless the clause otherwise provides; and clauses in any schedule in Appendix 3 Workplace Flexibility Agreements will apply only to the workplace specified in the schedule.
- 3.7 Where a clause or Appendix refers to a particular agency, unless otherwise specified, the clause or Appendix shall have effect only in respect of the named agency, employees within that agency, and association/s with members within that agency.
- 3.8 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 3.9 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to. For example, a reference to the *Public Sector Management Act 1995* will be read as a reference to the *Public Sector Act 2009* following its commencement.
- 3.10 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

4. PARTIES BOUND

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees (including employee agents):
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of salaried public employees employed in an agency specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Salaries and Wages;
 - 4.1.2 Community and Public Sector Union (CPSU), SPSF Group SA Branch, and Public Service Association of South Australia Inc. (PSA);
 - 4.1.3 Media, Entertainment and Arts Alliance (MEAA);

- 4.1.4 Salaried public sector employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Salaries and Wages; and
- 4.1.5 An employee agent that is a signatory.
- 4.2 Agencies
- 4.2.1 Agencies which are administrative units established pursuant to the *Public Sector Management Act 1995*, including:
- Attorney-General's Department
 - Auditor-General's Department
 - Department for Correctional Services
 - Department of Education and Children's Services
 - Department for Environment and Heritage
 - Department for Families and Communities
 - Department of Further Education, Employment, Science and Technology
 - Department of Health (including health services and incorporated hospitals under the *Health Care Act 2008*)
 - Department of Justice
 - Department of Planning and Local Government
 - Department of the Premier and Cabinet
 - Department of Primary Industries and Resources
 - Department of Trade and Economic Development
 - Department for Transport, Energy and Infrastructure
 - Department of Treasury and Finance
 - Department of Water, Land and Biodiversity Conservation
 - Environment Protection Authority
 - Office of Venue Management
 - Office of Zero Waste SA
 - South Australian Police Department
 - Any other administrative unit as may be established from time to time pursuant to the *Public Sector Management Act 1995* (or the *Public Sector Act 2009* following its commencement).
- 4.2.2 Other Agencies:
- Carclew Youth Arts Centre
 - Courts Administration Authority
 - Dairy Authority of South Australia
 - Electoral Commission of South Australia
 - History Trust of SA
 - Legal Services Commission of SA
 - SACE Board of South Australia
 - South Australian Country Arts Trust
 - South Australian Country Fire Service
 - South Australian Fire and Emergency Services Commission
 - South Australian Metropolitan Fire Service
 - South Australian State Emergency Service
 - South Australian Tourism Commission.
- 4.3 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
- 4.3.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the *Public Sector Management Act 1995* or not (except that this Enterprise Agreement shall be binding on the CE, DPC in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
- 4.3.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1 (unless the employee is employed in a position that has a classification specified in Appendix 1: Parity Salaries and Wages);
- 4.3.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
- 4.3.4 Subject to an Award or agreement pursuant to the *Fair Work Act 2009* (Cth);

- 4.3.5 Pursuant to the *Police Act 1998* (including those persons whose appointment or employment is continued pursuant to that Act but excluding employees engaged pursuant to clause 4.1.6 of the Police Officers Award);
- 4.3.6 Whose remuneration is fixed pursuant to the *Remuneration Act 1990*;
- 4.3.7 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
- 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DECS) Award;
- 4.3.9 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award;
- 4.3.10 As Firefighters employed by the South Australian Metropolitan Fire Service;
- 4.3.11 As Hourly Paid Instructors;
- 4.3.12 As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Education Staff) Interim Award;
- 4.3.13 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14 As Ministerial Contract Employees;
- 4.3.15 As Nurses;
- 4.3.16 As Personal Assistants to Members of Parliament;
- 4.3.17 As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- 4.3.18 As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- 4.3.19 As School Bus Drivers in the Department of Education and Children's Services;
- 4.3.20 As School Services Officers;
- 4.3.21 As Statutory Office Holders;
- 4.3.22 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- 4.3.24 As an employee who is subject to the South Australian Ambulance Service Enterprise Agreement 2007 (or successor);
- 4.3.25 As a weekly paid employee covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007 (or successor);
- 4.3.26 As a weekly paid employee covered by the South Australian Government Wages Parity (Plumbing, Metal and Building Trades) Enterprise Agreement 2008 (or successor);
- 4.3.27 As a weekly paid employee covered by the South Australian Metropolitan Fire Service Government Services Employees Enterprise Agreement 2009 (or successor).

5. OTHER ENTERPRISE AGREEMENTS

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.
- 5.2 The clauses in each Part of Appendix 2 are "saved clauses" from superseded Enterprise Agreements. Each Part of Appendix 2 will only apply to the particular agency, or part of the particular agency; and the salaried employees within the particular agency or part, as is specified in the Part.

6. SALARY AND WAGE ADJUSTMENTS

- 6.1 This clause refers to the salary schedules appearing in Appendix 1: Parity Salaries and Wages.
- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 1: Parity Salaries and Wages which provides for salaries which will operate from the first pay period to commence on or after the dates specified (the “applicable date”), namely:
- 1 October 2009; and
 - 1 October 2010; and
 - 1 October 2011 respectively.
- 6.3 The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Enterprise Agreement.
- 6.4 This sub-clause applies to “pegged employees”. A “pegged employee” is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee’s classification or position.
- 6.4.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee’s classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
 - 6.4.2 Once the rate of pay for a pegged employee’s classification equals or exceeds the employee’s pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.
- 6.5 Where applicable, a reference in Appendix 1: Parity Salaries and Wages to date of approval will be taken to mean the first pay period to commence on or after the date on which the Commission approves this Enterprise Agreement.

7. ONE-OFF PAYMENT

- 7.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Commission.
- 7.2 The one-off payment will:
- 7.2.1 Be adjusted on a pro rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application to the Commission; and
 - 7.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 7.3 A part time employee and/or contract employee who is employed in more than one capacity or agency may receive more than one pro rata payment provided that in no circumstances whatsoever will any part time and/or contract employee be entitled to be paid in aggregate more than a total of \$600.
- 7.4 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

8. SALARY PACKAGING ARRANGEMENTS

- 8.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.

- 8.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Wages Parity (Salaried) Enterprise Agreement (WPEA) will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this WPEA.
- 8.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 8.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this WPEA in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

9. MEMORANDUM OF UNDERSTANDING

- 9.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that are signatories to the 1996 Memorandum of Understanding (MOU) each hereby acknowledge their recommitment to that MOU to the following effect:
 - 9.1.1 The operation of that MOU will be extended for the life of this Enterprise Agreement, but only in relation to the persons, entities and associations referred to in clause 4 hereof;
 - 9.1.2 There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and
 - 9.1.3 The terms of the MOU do not form part of this Enterprise Agreement.
- 9.2 For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

10. WORKLIFE FLEXIBILITY

VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 10.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
 - 10.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
 - 10.1.2 A Chief Executive will consider an employee's request to participate in a VFVA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances.
 - 10.1.3 This clause applies for the period an employee participates in a VFVA.
 - a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFVA, will be adjusted to take account of the VFVA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
 - b) Where an employee is participating in a Purchased Leave type of VFVA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
 - c) Where an employee is participating in a Compressed Weeks type of VFVA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

- d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

- 10.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on [INSERT DATE – no earlier than 22 December 2009].
- 10.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after [INSERT DATE – no earlier than 22 December 2009] (the “applicable maximum period”).
 - 10.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks on or after [INSERT DATE – twelve (12) months after approval of this Enterprise Agreement] (the “applicable maximum period”).
 - 10.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
 - a) The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
 - b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
 - 10.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
 - a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
 - b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - c) A combination of (a) and (b).
 - 10.2.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
 - 10.2.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
 - 10.2.7 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies.

- 10.2.8 The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth's Paid Parental Leave scheme.

RETURN TO WORK ON A PART TIME BASIS

- 10.3 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.
- 10.3.1 The following conditions apply to an employee applying to return on a part time basis:
- a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
 - b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.
 - c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

FAMILY CARER'S LEAVE

- 10.4 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
- 10.4.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 10.4.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.
- 10.4.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

- 10.5 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 10.5.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 10.5.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 10.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 10.5.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the CPE or the employee's agency.
- 10.5.5 The employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting

documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

- 10.5.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

REIMBURSEMENT OF REASONABLE TRAVEL COSTS

- 10.6 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 10.6.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 10.6.2 The employee ordinarily uses public transport.
- 10.6.3 Travel is by the most direct or appropriate route.
- 10.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPE.
- 10.6.5 The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

11. OVERTIME SALARY

- 11.1 Subject to this clause, a reference in clause 6.1.3 of the S.A. Public Sector Salaried Employees Interim Award (SAPSSEI Award) to a maximum salary of a classification shall be taken to be a reference to a maximum salary of a classification as provided in this clause.
- 11.1.1 For the purposes of clause 6.1.3 of the SAPSSEI Award, the maximum salary in relation to the payment for overtime for an employee or position that has a classification in Column 1 is the top increment of the classification level in Column 2.

Column 1	Column 2
ASO; OPS; TGO; CFS; and any other classification not listed in this Column	ASO 6
AHP	AHP 3
DSO	DSO 1
GFSc	GFSc 3
LeC; LSC; LE	LeC 3; LSC 3; LE 3
MeS	MeS 3
PO	PO 3

12. ON-CALL/RECALL

- 12.1 The provisions relating to on-call and recall, which are prescribed in the awards, etc. listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.
- 12.2 On-Call Allowances
- 12.2.1 Employees bound by this Enterprise Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
- \$25.70 from the first pay period to commence on or after 1 October 2009;
 - \$26.30 from the first pay period to commence on or after 1 October 2010; and
 - \$27.00 from the first pay period to commence on or after 1 October 2011.
- 12.2.2 Employees bound by this Enterprise Agreement, who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:
- \$44.95 from the first pay period to commence on or after 1 October 2009;

- b) \$46.10 from the first pay period to commence on or after 1 October 2010; and
- c) \$47.20 from the first pay period to commence on or after 1 October 2011.

12.3 On-Call Conditions

- 12.3.1 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to it.
- 12.3.2 The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to occupational health and safety considerations.
- 12.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 12.3.4 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- 12.3.5 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, Commissioner's Standards and other manuals of conditions of employment, etc. covering the employees bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

12.4 Recall to Work

- 12.4.1 Subject to 12.4.3 below, employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 12.4.2 Subject to 12.4.3 below, employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 12.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 12.4.1 and 12.4.2 is in accordance with Clause 11 Overtime Salary.
- 12.4.4 Despite the provisions of 12.4.3, the CPE may determine special arrangements where the particular circumstances of any case require a different approach. Where such special arrangements are inconsistent with any of the provisions of this clause, they will prevail over the provisions of this clause to the extent of that inconsistency.
- 12.4.5 All employees who travel to work as a result of receiving a recall to work will be:
 - a) Reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
 - b) Permitted to use a taxi at the employer's expense to travel to and from the workplace; or
 - c) Permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

13. NIGHT SHIFT PENALTY

- 13.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clause 6.5.2.1 of the S.A. Public Sector Salaried Employees Interim Award and clause 6.3.1.2 of the Medical Scientists (South Australia) Public Sector Award.

14. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 14.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 14.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- a) Improve workplace health and safety;
 - b) Improve return to work performance; and
 - c) Reduce human and workplace costs of injury or illness.
- 14.3 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
 - Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.
 - Introduction and maintenance of monitoring and reporting systems.
 - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 14.4 In establishing and maintaining a safe and healthy work environment, an agency will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

15. TRAINING AND DEVELOPMENT

- 15.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).
- 15.2 The parties acknowledge that value is created for employees, agencies, and the public by building employee capability and by investing in the development of skills and capabilities that will support a continually changing public sector environment, career opportunities, flexibility and responsiveness to client and agency needs and the reputation of the public sector as an employer of choice.
- 15.3 The parties acknowledge that agencies will continue to implement the principles contained in the Guideline for Planned Human Resource Development and the Guideline for Individual Performance Development issued by the CPE (or other such guidelines as may be issued by an agency).
- 15.4 Mobility and Secondments
- 15.4.1 The parties acknowledge the potential development opportunities for:
- a) Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
 - b) Existing employees of the agency or employees of other agencies within the portfolio grouping of agencies to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

16. PROFESSIONAL DEVELOPMENT

16.1 An employee classified as an AHP; DSO; GFSc; LE; LEC; MeS; or PO, will be entitled to:

- 16.1.1 Reimbursement of the reasonable cost of appropriate professional development expenses incurred during their employment subject to the following:
- a) The professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the employee's professional capacity in order for the employee to maintain or acquire his or her registration or accreditation in the professional occupation or capacity in which he or she is employed; and
 - b) The agency explicitly requires such registration or accreditation to be maintained or acquired for the performance by the employee of the duties for which he or she is employed;
 - c) Provided that reimbursement will not apply:
 - (i) If the employee does not successfully complete the relevant professional development; or
 - (ii) If the employee ceases for any reason to be registered or accredited or is the subject of any disciplinary process being undertaken by the registration or accreditation body that may result in loss of registration or accreditation (but reimbursement will apply if there is no adverse disciplinary finding); or
 - (iii) If the fees or charges were partly or wholly incurred before entering employment with the agency or undertaking with the agency the duties of the applicable professional occupation, provided that the agency may agree to meet any part that arises during employment or the performance of the relevant duties.
- 16.1.2 Up to 5 days paid professional development leave over two years to attend approved professional development for which the employee is entitled to reimbursement under this clause. Any request for leave beyond 5 days will be subject to the applicable (discretionary) processes within the agency in relation to paid or unpaid leave.

16.2 This clause does not detract from the operation of clause 15 Training and Development.

17. WORKPLACE FLEXIBILITY

- 17.1 The parties agree that an agency may negotiate and reach agreement at a workplace level with employees within that workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 17.2 This clause applies to a proposal by an agency or employee/s within a workplace to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").
- 17.2.1 Where an agency or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the agency or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The agency will provide such information to such employee representative/s party to this Enterprise Agreement that it believes may represent employees within the applicable workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.
- 17.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to operational efficiency and productivity work and non-work impacts on individual affected employees and whether the Proposal has policy implications across agencies in the public sector. Where such policy implications arise, the affected employee/s, or relevant employee representative/s party to this Enterprise Agreement, may refer the Proposal to the CPE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
- 17.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including a

relevant Award) provided that this requirement will be deemed to be met where the relevant agency and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.

17.2.4 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "Workplace Flexibility Agreement").

17.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 3 Workplace Flexibility Agreements to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement and will operate only in respect of the agency and workplace specified within the schedule.

18. RECLASSIFICATION DATE

18.1 Where an employee makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three (3) calendar months from the date of lodgement.

19. TOIL AND FLEXI-TIME ACCRUALS

19.1 An employee who accrues:

19.1.1 Time off in lieu (TOIL) in accordance with the applicable Award or this Agreement; or

19.1.2 Flexi-time with the approval of management to meet workload demands,

a) Cannot lose that entitlement; and

b) Must take the entitlement in accordance with the following:

(i) At a time agreed with the employer within 3 months of accrual; or

(ii) With the agreement of the employer, may accrue up to 10 days TOIL or 10 days of such flexi-time in a financial year before being subject to a direction to take the time; or

(iii) At a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 10 days TOIL or 10 days of such flexi-time.

19.2 Where an employee has been permitted to accrue TOIL or such flexi-time in excess of 10 days, the employee may apply to the employer to convert such TOIL or flexi-time (as applicable) into a payment at their ordinary rate of pay.

20. MINIMUM HOURS OF ENGAGEMENT

20.1 During the life of this Enterprise Agreement, a casual employee will be engaged for a minimum period of three (3) hours, unless otherwise expressly agreed between the agency and the employee.

20.2 During the life of this Enterprise Agreement, a part time employee will be engaged for a minimum shift period of three (3) hours, unless otherwise agreed between the agency and the employee.

20.3 Nothing in this clause affects the operation of clause 12 On-call/Recall, nor does this apply to an employee to whom Schedule 1.8 Interpreters and Translators applies.

21. PUBLIC HOLIDAYS

LIMIT ON PUBLIC HOLIDAY WORK

21.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more

than 7 public holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

PUBLIC HOLIDAYS – EMPLOYEES ROSTERED OVER 6 DAYS

- 21.2 Where a full-time employee is required to work on active duty over 6 days of the week including Saturdays and Sundays and a public holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid an additional day's pay.
- 21.3 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.
- 21.4 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

PUBLIC HOLIDAYS – CORRECTIONAL AND CORRECTIONAL INDUSTRY OFFICERS

- 21.5 This clause applies to employees to whom the SA Public Sector Salaried Employees Interim Award "Part 9 – Special Conditions for Employees Employed as Correctional Officers" applies.
 - 21.5.1 In relation to Clause 9.9 of the SAPSSEI Award, Schedule 1.15B prescribes arrangements for designating employees as "stood down" and thus not required to work on a particular public holiday.

22. MEAL BREAKS

- 22.1 Subject to this clause, a minimum meal break of 30 minutes per day is to be taken by all employees, which time will not count as part of an employee's ordinary working hours.
- 22.2 No employee will be required to work more than 5 hours without such a break, except where the employee is subject to the following arrangements:
 - a) the employee is employed for not more than 6 hours;
 - b) there is a need, or the employee elects, to maintain continuity of active duty, care or service provision;
 - c) the employee is subject to a working arrangement that provides for a crib break; or
 - d) the employee has an arrangement approved by the chief executive to accommodate the employee's personal circumstances or a request by the employee for a flexible working arrangement.
- 22.3 Where an employee is required by an authorised person to work without having had, or commenced, a minimum meal break or crib break (as applicable), the employee will be paid an additional 50% of the employee's ordinary hourly rate from the commencement of the sixth hour until the employee is provided with a meal break or crib break (as applicable) or until the completion of the employee's ordinary hours of work for that day or shift. It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours of work.
- 22.4 Unless the employer has already made payment of a penalty, a penalty payment under this clause must be requested by the employee to be paid within 8 weeks of the end of the pay-cycle in which the meal or crib break was not provided, absent which no penalty is payable under this clause.
- 22.5 For the purposes of this clause:
 - 22.5.1 "crib break" means a period of time during which the employee takes sustenance while remaining on duty or available for duty and if necessary will resume the performance of duties, which time either counts as part of the employee's ordinary hours or accrues as TOIL or similar.
 - 22.5.2 "authorised person" means a person who has authority to direct the manner in which, or the times during which, the employee is to work.
 - 22.5.3 "TOIL" means time off in lieu, which time cannot be lost if accrued pursuant to this clause.

- 22.5.4 “flexible working arrangement” includes a crib or paid meal break; TOIL; time credits; shortening of the work day; rostered day off, or similar.
- 22.6 This clause does not replace the provisions of clause 9.5, Part 9 – Special Conditions for Employees Employed as Correctional Officers of the S.A. Public Sector Salaried Employees Interim Award.

23. PERFORMANCE IMPROVEMENT

- 23.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 23.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 23.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the South Australian public sector and its agencies, including:
- 23.3.1 Facilitating ongoing improvements to service delivery and achievement of “best practice”.
 - 23.3.2 Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
 - 23.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
 - 23.3.4 Facilitating the achievement of an agency’s performance goals and performance measures.
 - 23.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
 - 23.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
 - 23.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 23.4 Subject to appropriate amendments being made to the *Public Sector Management Act 1995*, the CE, DPC will, within 3 months thereof, consult with the associations about the development of a policy concerning the appropriate period of time or circumstances in which payment for additional duties may be made where the employee is required to exercise an authority or delegation during the absence on leave of a higher classified employee.
- 23.5 The parties are also committed to achieving and facilitating productivity and efficiency improvements to, and improving career paths and development opportunities in, the SA Public Sector and its agencies through the examination and implementation of shared services and service centres within the public sector. The parties commit to the principles in Appendix 4 in relation to the implementation of any shared services initiatives.

24. NO EXTRA CLAIMS

- 24.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 24.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 24.3 Subject to this clause, the employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

25. CONSULTATIVE PROCESSES

- 25.1 The parties commit to the following consultative principles.
- 25.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
 - 25.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
 - 25.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 25.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
 - 25.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.
- 25.2 In relation to significant issues of public sector wide reform, the CPE will consult with the "SA Unions" (i.e. formerly known as the UTLC) in accordance with the above principles.

26. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 26.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 26.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 26.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 26.4 All parties have a right to seek representation in order to resolve any dispute.
- 26.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 26.11 of this clause will be handled as follows:
- Stage 1 Discussions between the employee/s and supervisor.
 - Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant agency management representative or nominated delegate.
 - Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. At this stage, discussions may include representatives of the CE, DPC.
- 26.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 26.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 26.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 26.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.

- 26.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 26.11 Any grievance or dispute concerning workload will be handled as follows:
- 26.11.1 The employee/s will notify their manager in writing of the workload issue/s.
 - 26.11.2 The manager should initiate discussions with the employee/s within 24 hours.
 - 26.11.3 Should the matter not be resolved discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.
 - 26.11.4 If the matter remains unresolved a record of the discussions at sub-clause 26.11.3 shall be forwarded to the Chief Executive who may issue directions as to the issue/s.

27. VARIATIONS

- 27.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CE, DPC or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 27.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 27.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 27.3.1 Consistent application within a particular agency of clauses identified at Appendix 2: Saved Clauses.
 - 27.3.2 The implementation of a Workplace Flexibility Agreement.
 - 27.3.3 Any other agreed changes within the agency.
- 27.4 For the purposes of facilitating variations in respect of particular agencies which have been agreed by employees (or their representatives) within the particular agency/ies; to give effect to a Workplace Flexibility Agreement; or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
- 27.4.1 Is in respect of a part of, or a clause in a part of, Appendix 2; or will affect a particular agency/ies referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency/ies agree to the variation; or
 - 27.4.2 Is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
 - 27.4.3 Is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the applicable employer and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

28. REVIEWS

- 28.1 The following issues will be reviewed during the life of this Enterprise Agreement or as indicated. Reviews will be undertaken in a consultative manner by the development of a discussion paper/s having regard to available information, including from employees or their representative/s, which will be made available to the relevant employees or their representatives before being finalised (in consultation with Public Sector Workforce Relations (PSWR)) as a review paper. Matters agreed by the employer, or an applicable agency, consequent on a review may become the subject of administrative arrangements, one or more Workplace Flexibility Agreements, or inform future enterprise bargaining.
- 28.1.1 By not later than 31 December 2010, the Chief Executive of the Department for Transport, Energy and Infrastructure (or delegate) will, in consultation with the PSA and APESMA, have completed a genuine consultative review of the remuneration arrangements applying to professional engineers, including the appropriate application of the work level definitions to classification levels. Subject to any alternative process agreed with the PSA and APESMA, the review process will include the distribution of a discussion paper by not later than 31 September 2010.

- 28.1.2 During the life of this Enterprise Agreement, the Chief Executive of the Department of Primary Industries and Resources (or delegate) will, in consultation with the PSA, review the working arrangements of Fisheries Officers.
- 28.1.3 During the life of this Enterprise Agreement, the Chief Executive of the Attorney General's Department (or delegate) will, in consultation with the PSA, review working arrangements for CFS Operation Staff positions within Schedule 1.2 and operational SES positions.
- 28.1.4 During the life of this Enterprise Agreement, the Executive Director Multicultural SA (or delegate) will, in consultation with the PSA, review translators complex language arrangements referred to in Schedule 1.8 Interpreters and Translators.

29. RENEGOTIATION

- 29.1 Negotiations for a new Enterprise Agreement may commence not earlier than 1 January 2012.

30. SIGNATORIES

Chief Executive, Department of the
Premier and Cabinet

Witness

Community and Public Sector Union
(CPSU), SPSF Group SA Branch, Public
Service Association of South Australia Inc

Witness

Media, Entertainment and Arts Alliance

Witness

Association of Professional Engineers,
Scientists & Managers, Australia
(as an employee agent)

Witness

Health Services Union (SA Branch)
(as an employee agent)

Witness

Psychologists Association of South
Australia (as an employee agent)

Witness

Employee Representative/Agent

Witness

APPENDIX 1: PARITY SALARIES AND WAGES

SCHEDULE 1.1: ADMINISTRATIVE SERVICES STREAM

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
ASO-1	17 years & under	\$21,281	\$21,813	\$22,358	\$22,918
	18 years	\$24,713	\$25,331	\$25,965	\$26,614
	19 years	\$28,146	\$28,849	\$29,571	\$30,311
	20 years	\$31,578	\$32,367	\$33,177	\$34,007
	1st year adult	\$34,324	\$35,182	\$36,062	\$36,964
	2nd year adult	\$35,195	\$36,075	\$36,977	\$37,901
	3rd year adult	\$36,149	\$37,053	\$37,979	\$38,928
ASO-2	4th year adult	\$37,022	\$37,948	\$38,897	\$39,869
	5th year adult	\$37,894	\$38,841	\$39,812	\$40,807
	6th year adult	\$38,845	\$39,816	\$40,811	\$41,831
ASO-3	1	\$41,303	\$42,336	\$43,394	\$44,479
	2	\$43,004	\$44,079	\$45,181	\$46,311
	3	\$44,705	\$45,823	\$46,969	\$48,143
ASO-4	1	\$48,102	\$49,305	\$50,538	\$51,801
	2	\$49,802	\$51,047	\$52,323	\$53,631
	3	\$51,504	\$52,792	\$54,112	\$55,465
ASO-5	1	\$54,974	\$56,348	\$57,757	\$59,201
	2	\$56,245	\$57,651	\$59,092	\$60,569
	3	\$57,514	\$58,952	\$60,426	\$61,937
ASO-6	1	\$61,309	\$62,842	\$64,413	\$66,023
	2	\$63,655	\$65,246	\$66,877	\$68,549
	3	\$66,168	\$67,822	\$69,518	\$71,256
	4	\$68,678	\$70,395	\$72,155	\$73,959
ASO-7	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178
ASO-8	1	\$78,402	\$80,362	\$82,371	\$84,430
	2	\$80,687	\$82,704	\$84,772	\$86,891
	3	\$82,855	\$84,926	\$87,049	\$89,225
	4	\$85,105	\$87,233	\$89,414	\$91,649
ASO-9	1	\$88,355	\$90,564	\$92,828	\$95,149
	2	\$90,104	\$92,357	\$94,666	\$97,033
	3	\$91,856	\$94,152	\$96,506	\$98,919
Manager Administrative Services					
MAS 1	1	\$77,058	\$78,984	\$80,959	\$82,983
MAS 2	1	\$86,771	\$88,940	\$91,164	\$93,443
MAS 3	1	\$93,525	\$95,863	\$98,260	\$100,717

SCHEDULE 1.2: ALLIED HEALTH PROFESSIONALS STREAM – AFTER [INSERT DATE OF APPROVAL]

Classification	Increment	First full pay period on or after date of approval	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
AHP-1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
AHP-2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
AHP-3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
AHP-4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
AHP-5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
AHP-6		\$114,800	\$117,670	\$120,612

For the purposes of this Schedule: Allied Health Professionals Stream

a). A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at AHP3, AHP4 and AHP5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after [Insert date of approval]	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
\$1,794 pa	\$1,839 pa	\$1,885 pa

SCHEDULE 1.3: CFS OPERATION STAFF

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Level 1	\$39,797	\$40,792	\$41,812	\$42,857
	\$47,373	\$48,557	\$49,771	\$51,015
	\$42,947	\$44,021	\$45,122	\$46,250
Level 2	\$45,905	\$47,053	\$48,229	\$49,435
	\$48,291	\$49,498	\$50,735	\$52,003
	\$50,678	\$51,945	\$53,244	\$54,575
	\$52,809	\$54,129	\$55,482	\$56,869
Level 3	\$58,016	\$59,466	\$60,953	\$62,477
	\$59,650	\$61,141	\$62,670	\$64,237
	\$61,285	\$62,817	\$64,387	\$65,997
	\$62,920	\$64,493	\$66,105	\$67,758
Level 4	\$65,862	\$67,509	\$69,197	\$70,927
	\$67,495	\$69,182	\$70,912	\$72,685
	\$69,130	\$70,858	\$72,629	\$74,445
	\$70,765	\$72,534	\$74,347	\$76,206
Level 5	\$78,402	\$80,362	\$82,371	\$84,430
	\$80,687	\$82,704	\$84,772	\$86,891
	\$82,855	\$84,926	\$87,049	\$89,225
	\$85,105	\$87,233	\$89,414	\$91,649
Level 6	\$93,525	\$95,863	\$98,260	\$100,717

SCHEDULE 1.4: COMMUNITY PHARMACISTS (SERVICING COUNTRY HOSPITALS)

Classification level	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
For the first hour	\$50.60	\$51.90	\$53.20	\$54.50
For each subsequent hour	\$42.00	\$43.10	\$44.20	\$45.30

SCHEDULE 1.5: COUNTRY ARTS TRUST

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Mechanical				
TEC 01	\$40,751	\$41,770	\$42,814	\$43,884
TEC 02	\$40,751	\$41,770	\$42,814	\$43,884
TEC 03	\$37,540	\$38,479	\$39,441	\$40,427
TEC 04	\$39,569	\$40,558	\$41,572	\$42,611
TEC 05	\$36,930	\$37,853	\$38,799	\$39,769
TEC 06	\$33,043	\$33,869	\$34,716	\$35,584
** A person in classification TEC 05 who is required to supervise one or more persons and is responsible to the Head Mechanist shall be paid at the rate prescribed for classification TEC 04				
Lighting				
TEC 07	\$40,751	\$41,770	\$42,814	\$43,884
TEC 08	\$36,930	\$37,853	\$38,799	\$39,769
TEC 09	\$39,848	\$40,844	\$41,865	\$42,912
Sound				
TEC 10	\$40,751	\$41,770	\$42,814	\$43,884
TEC 11	\$36,930	\$37,853	\$38,799	\$39,769
TEC 12	\$39,848	\$40,844	\$41,865	\$42,912
Scenic Artist				
TEC 13	\$41,955	\$43,004	\$44,079	\$45,181
TEC 14	\$36,930	\$37,853	\$38,799	\$39,769
Wardrobe				
TEC 15	\$41,955	\$43,004	\$44,079	\$45,181
TEC 16	\$37,905	\$38,853	\$39,824	\$40,820
TEC 17	\$32,000	\$32,800	\$33,620	\$34,461
TEC 18	\$32,000	\$32,800	\$33,620	\$34,461
Film Projection				
TEC 19	\$51,563	\$52,852	\$54,173	\$55,527
TEC 20	\$40,645	\$41,661	\$42,703	\$43,771
Stage Management				
STG 01	\$41,691	\$42,733	\$43,801	\$44,896
STG 02	\$35,387	\$36,272	\$37,179	\$38,108
House Management				
HSE 01	\$41,074	\$42,101	\$43,154	\$44,233
HSE 02	\$31,720	\$32,513	\$33,326	\$34,159
HSE 03	\$31,720	\$32,513	\$33,326	\$34,159
HSE 04	\$31,720	\$32,513	\$33,326	\$34,159
HSE 05	\$32,132	\$32,935	\$33,758	\$34,602
HSE 06	\$31,720	\$32,513	\$33,326	\$34,159
HSE 07	\$32,513	\$33,326	\$34,159	\$35,013
HSE 08	\$31,468	\$32,255	\$33,061	\$33,888
HSE 09	\$31,720	\$32,513	\$33,326	\$34,159
HSE 10	\$33,705	\$34,548	\$35,412	\$36,297
HSE 11	\$33,212	\$34,042	\$34,893	\$35,765
HSE 12	\$35,645	\$36,536	\$37,449	\$38,385
HSE 13	\$31,720	\$32,513	\$33,326	\$34,159
HSE 14	\$31,720	\$32,513	\$33,326	\$34,159
HSE 15	\$31,720	\$32,513	\$33,326	\$34,159
HSE 16	\$32,199	\$33,004	\$33,829	\$34,675
HSE 17	\$34,326	\$35,184	\$36,064	\$36,966

SCHEDULE 1.6: DENTAL OFFICERS

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
DSO-1		\$62,173	\$63,727	\$65,320	\$66,953
		\$65,219	\$66,849	\$68,520	\$70,233
		\$68,915	\$70,638	\$72,404	\$74,214
		\$72,789	\$74,609	\$76,474	\$78,386
		\$76,854	\$78,775	\$80,744	\$82,763
		\$80,917	\$82,940	\$85,014	\$87,139
		\$84,572	\$86,686	\$88,853	\$91,074
DSO-2		\$90,086	\$92,338	\$94,646	\$97,012
		\$94,687	\$97,054	\$99,480	\$101,967
		\$99,281	\$101,763	\$104,307	\$106,915
DSO-3		\$107,617	\$110,307	\$113,065	\$115,892
		\$111,208	\$113,988	\$116,838	\$119,759
DSO-3 Level 1 Clinical Leader		\$115,150	\$118,029	\$120,980	\$124,005
DSO-3 Level 2 Clinical Leader		\$118,993	\$121,968	\$125,017	\$128,142
DSO-4		\$123,115	\$126,193	\$129,348	\$132,582
DSO-5		\$131,270	\$134,552	\$137,916	\$141,364

SCHEDULE 1.7: GRANT FUNDED SCIENTISTS

SCHEDULE 1.7A: GRANT FUNDED SCIENTISTS – OCTOBER 2009

Classification	Increment	Current	First full pay period on or after 1/10/2009
GfSc1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
GfSc2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
GfSc3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
GfSc4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
GfSc5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
GfSc6A		\$105,328	\$107,961
GfSc6B		\$113,089	\$115,916

SCHEDULE 1.7B: GRANT FUNDED SCIENTISTS – AFTER [INSERT DATE OF APPROVAL]

Classification	Increment	First full pay period on or after date of approval	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
GFSc1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
GFSc2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
GFSc3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
GFSc4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
GFSc5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
GFSc6A		\$114,800	\$117,670	\$120,612
GFSc6B		\$123,259	\$126,340	\$129,499

For the purposes of this Schedule: Grant Funded Scientists:

a). A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at GFSc3, GFSc4 and GFSc5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after 1 October 2009	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
\$1,794 pa	\$1,839 pa	\$1,885 pa

b). A Grant Funded Scientist and the applicable agency may agree remuneration arrangements having regard to the salary basis of a relevant Grant applicable to that Scientist, provided that the applicable salary is no less than would apply under this Enterprise Agreement.

SCHEDULE 1.8: INTERPRETERS AND TRANSLATORS

1. CASUAL INTERPRETERS

(i) Minimum Hire Period: 2 Hours

The 2 hour fee will be paid for any assignment lasting 2 hours or less. The relevant hourly fee is payable thereafter.

An 'assignment' shall be deemed as employment for a one-off appointment or for a specified period during which the Interpreter may be required to attend a multiple of appointments.

The employment relationship shall commence at the time the Interpreter presents him or herself at the place at which the assignment is to be performed and shall end at the time the Interpreter has completed the interpreting assignment at that place.

The minimum hire period does not include time taken by the Interpreter to travel to and from the assignment location.

(ii) Rates of Pay for Face-to-Face (Community) Interpreting*

Interpreters Accredited At NAATI III

	Minimum Hire				Hourly Rate			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$55.10	\$56.40	\$57.80	\$59.20	\$27.55	\$28.20	\$28.90	\$29.60
Monday - Friday (6:00pm to 8:00am)	\$53.20	\$54.60	\$56.00	\$57.40	\$26.60	\$27.30	\$28.00	\$28.70
Saturday and Sunday	\$67.10	\$68.80	\$70.60	\$72.40	\$33.55	\$34.40	\$35.30	\$36.20
Public Holiday	\$67.10	\$68.80	\$70.60	\$72.40	\$33.55	\$34.40	\$35.30	\$36.20

Other Interpreters

	Minimum Hire				Hourly Rate			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$46.70	\$47.80	\$49.00	\$50.20	\$23.35	\$23.90	\$24.50	\$25.10
Monday - Friday (6:00pm to 8:00am)	\$52.50	\$53.80	\$55.20	\$56.60	\$26.25	\$26.90	\$27.60	\$28.30
Saturday and Sunday	\$66.10	\$67.80	\$69.40	\$71.20	\$33.05	\$33.90	\$34.70	\$35.60
Public Holiday	\$105.00	\$106.80	\$109.40	\$112.20	\$52.05	\$53.40	\$54.70	\$56.10

(iii) Cancellation

A fee based on 75% of the Other Interpreters Minimum Hire rate shall be paid if an appointment is cancelled within 24 hours of the scheduled appointment time.

N.B. This clause shall not apply with respect to Interpreters engaged for court work.

(iv) Court Attendance Booking

A fee based on 75% of the Other Interpreters Minimum Hire rate shall be paid for each daily booking for court attendance, up to a maximum of 2 days.

(v) Excess Travelling Time

Where an employee is required to perform work at a place which is outside a 30km radius of the employee's residence he/she shall be paid for all time reasonably spent (to the nearest one quarter hour) in travelling to and from such work, in excess of the time spent in travelling to and from the 30km radius. The rate of pay for travelling time shall be the ordinary rate.

In the event that an Interpreter/Translator is engaged on distant work, that is required to travel to a work location and remain away from his/her usual residence, he/she shall be reimbursed for all travelling expenses incurred over and above those prescribed above and shall be paid travelling time (to the nearest one quarter hour) at the ordinary rate, for any travel time in excess of one hour and up to a maximum of six hours. In the above circumstances the ITC will determine the mode of transport to be used.

* On site interpreting carried out at hospitals, courts, schools, police, surgeries, WorkCover, agencies etc.

(vi) Rates of Pay for Telephone Interpreting Assignments

Interpreters Accredited at NAATI III

Rate for each 15 minutes or Part Thereof

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$6.89	\$7.06	\$7.24	\$7.42
Monday - Friday (6:00pm to 8:00am)	\$7.75	\$7.94	\$8.14	\$8.34
Saturday and Sunday	\$9.75	\$9.99	\$10.24	\$10.50
Public Holiday	\$15.49	\$15.88	\$16.28	\$16.69

Other Interpreters

Rate for each 15 minutes or part thereof

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$6.89	\$7.06	\$7.24	\$7.42
Monday - Friday (6:00pm to 8:00am)	\$7.75	\$7.94	\$8.14	\$8.34
Saturday and Sunday	\$9.75	\$9.99	\$10.24	\$10.50
Public Holiday	\$15.49	\$15.88	\$16.28	\$16.69

(vii) Business Interpreting**

Interpreters Accredited at NAATI Level III

Day pay rate (over 4 hours and up to 8 hours)					Half day per rate (up to 4 hours)			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$239.85	\$245.80	\$251.90	\$258.20	\$119.90	\$122.90	\$126.00	\$129.20
Minimum pay rate (2 hours)					Every additional 30 minutes or part thereof			
Monday - Friday (6:00pm to 8:00am)	\$89.60	\$91.80	\$94.10	\$96.50	\$22.40	\$23.00	\$23.60	\$24.20
Saturday, Sunday and Public Holiday	\$119.90	\$122.90	\$126.00	\$129.20	\$30.00	\$30.80	\$31.60	\$32.40

Cancellation fee (if applicable) is the same as the Face-to-Face Interpreting.

Other Interpreters

Day pay rate (over 4 hours and up to 8 hours)					Half day per rate (up to 4 hours)			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Monday-Friday (8:00am to 6:00pm)	\$201.45	\$206.50	\$211.70	\$217.00	\$100.75	\$103.30	\$105.90	\$108.50
Minimum pay rate (2 hours)					Every additional 30 minutes or part thereof			
Monday - Friday (6:00pm to 8:00am)	\$75.65	\$77.50	\$79.40	\$81.40	\$18.90	\$19.40	\$19.90	\$20.40
Saturday, Sunday and Public Holiday	\$100.70	\$103.20	\$105.80	\$108.40	\$25.20	\$25.80	\$26.40	\$27.10

Cancellation fee (if applicable) is the same as the Face-to-Face Interpreting.

**On site interpreting carried out for the Premier, Ministers, SA Government Officials and SA private business and overseas business/trade delegations.

2. CASUAL TRANSLATORS

In regard to a translating assignment the employment relationship shall exist between the Crown and the Translator during such period or periods as the Translator is actually working on the translating assignment.

The rates specified in this section may be varied only by agreement between the employer and the employee concerned where the magnitude and/or urgency of the assignment requires such variation.

Translators Accredited at NAATI III

(i) Standard Languages

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Text of up to 100 words	\$23.50	\$24.10	\$24.70	\$25.30
Text of more than 100 words	\$23.50 per 100 words or part thereof	\$24.10 per 100 words or part thereof	\$24.70 per 100 words or part thereof	\$25.30 per 100 words or part thereof
Checking work (all languages)	\$12.40 for the first 100 words or part thereof plus \$12.40 for each subsequent 100 word block or part thereof.	\$12.70 for the first 100 words or part thereof plus \$12.70 for each subsequent 100 word block or part thereof.	\$13.00 for the first 100 words or part thereof plus \$13.00 for each subsequent 100 word block or part thereof.	\$13.35 for the first 100 words or part thereof plus \$13.35 for each subsequent 100 word block or part thereof.

(ii) Other Translators

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Text of up to 100 words	\$23.35	\$23.90	\$24.50	\$25.10
Text of more than 100 words	\$23.35 per 100 words or part thereof	\$23.90 per 100 words or part thereof	\$24.50 per 100 words or part thereof	\$25.10 per 100 words or part thereof
Checking work (all languages)	\$10.50 for the first 100 words or part thereof plus \$10.50 for each subsequent 100 word block or part thereof.	\$10.75 for the first 100 words or part thereof plus \$10.75 for each subsequent 100 word block or part thereof.	\$11.00 for the first 100 words or part thereof plus \$11.00 for each subsequent 100 word block or part thereof.	\$11.30 for the first 100 words or part thereof plus \$11.30 for each subsequent 100 word block or part thereof.

(ii) Complex Languages (Asian)

Translators Accredited at NAATI III

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Text of up to 100 words	\$41.30	\$42.30	\$43.40	\$44.50
Text of more than 100 words	\$41.30 per 100 words or part thereof	\$42.30 per 100 words or part thereof	\$43.40 per 100 words or part thereof	\$44.50 per 100 words or part thereof

Checking work as per Standard Languages.

Other Translators

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
Text of up to 100 words	\$35.00	\$35.90	\$36.80	\$37.70
Text of more than 100 words	\$35.00 per 100 words or part thereof	\$35.90 per 100 words or part thereof	\$36.80 per 100 words or part thereof	\$37.70 per 100 words or part thereof

Checking work as per Standard Languages.

3. TRANSLATION SUMMARIES

Employees engaged to do Translation Summaries i.e. of newspaper articles, books shall be engaged for a minimum hire period of one hour.

Time spent reading will be remunerated at the hourly rate for interpreting services at the appropriate level.

Translators Accredited at NAATI III				Other Translators			
Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
\$27.55	\$28.20	\$28.90	\$29.60	\$23.35	\$23.90	\$24.50	\$25.10

4. TYPESETTING

Time spent to typeset or format a document will be remunerated at the hourly rate for translating services at the appropriate accredited level.

Translators Accredited at NAATI III				Other Translators			
Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
\$27.55	\$28.20	\$28.90	\$29.60	\$23.35	\$23.90	\$24.50	\$25.10

5. EXTRACT TRANSLATIONS

Employees engaged for Extract Translations of educational, professional and certificates (eg birth, marriage, drivers licences) for up to 200 words translating from another language into English.

	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Extract Translations up to 200 words	\$34.75	\$35.60	\$36.50	\$37.40

SCHEDULE 1.9: LEGAL OFFICERS

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LE1	1	\$48,960	\$50,184	\$51,439	\$52,725
	2	\$51,340	\$52,624	\$53,940	\$55,289
	3	\$53,965	\$55,314	\$56,697	\$58,114
	4	\$56,578	\$57,992	\$59,442	\$60,928
LE2	1	\$58,639	\$60,105	\$61,608	\$63,148
	2	\$61,266	\$62,798	\$64,368	\$65,977
	3	\$63,907	\$65,505	\$67,143	\$68,822
	4	\$66,545	\$68,209	\$69,914	\$71,662
LE3	1	\$68,336	\$70,044	\$71,795	\$73,590
	2	\$71,233	\$73,014	\$74,839	\$76,710
	3	\$74,120	\$75,973	\$77,872	\$79,819
LE4	1	\$86,380	\$88,540	\$90,754	\$93,023
	2	\$90,611	\$92,876	\$95,198	\$97,578
	3	\$94,841	\$97,212	\$99,642	\$102,133
LE 5	1	\$104,006	\$106,606	\$109,271	\$112,003
	2	\$108,235	\$110,941	\$113,715	\$116,558

SCHEDULE 1.10: LEGAL OFFICERS – ATTORNEY GENERAL’S

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LEC1	1	\$51,406	\$52,691	\$54,008	\$55,358
	2	\$56,108	\$57,511	\$58,949	\$60,423
LEC2	1	\$62,101	\$63,654	\$65,245	\$66,876
	2	\$67,003	\$68,678	\$70,395	\$72,155
LEC3	1	\$73,544	\$75,383	\$77,268	\$79,200
	2	\$78,068	\$80,020	\$82,021	\$84,072
	3	\$81,319	\$83,352	\$85,436	\$87,572
LEC4	1	\$89,452	\$91,688	\$93,980	\$96,330
	2	\$94,332	\$96,690	\$99,107	\$101,585
	3	\$97,585	\$100,025	\$102,526	\$105,089
LEC5	1	\$105,717	\$108,360	\$111,069	\$113,846
	2	\$108,969	\$111,693	\$114,485	\$117,347
	3	\$112,223	\$115,029	\$117,905	\$120,853
	4	\$115,476	\$118,363	\$121,322	\$124,355

SCHEDULE 1.11: LEGAL SERVICES COMMISSION

Level	Increment	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LSC-1	1st	\$51,406	\$52,691	\$54,008	\$55,358
	2nd	\$56,108	\$57,511	\$58,949	\$60,423
LSC-2	1st	\$62,101	\$63,654	\$65,245	\$66,876
	2nd	\$67,003	\$68,678	\$70,395	\$72,155
LSC-3	1st	\$73,544	\$75,383	\$77,268	\$79,200
	2nd	\$78,068	\$80,020	\$82,021	\$84,072
	3rd	\$81,319	\$83,352	\$85,436	\$87,572
LSC-4	1st	\$89,452	\$91,688	\$93,980	\$96,330
	2nd	\$94,332	\$96,690	\$99,107	\$101,585
	3rd	\$97,585	\$100,025	\$102,526	\$105,089
LSC-5	1st	\$105,717	\$108,360	\$111,069	\$113,846
	2nd	\$108,969	\$111,693	\$114,485	\$117,347
	3rd	\$112,223	\$115,029	\$117,905	\$120,853
	4th	\$115,476	\$118,363	\$121,322	\$124,355
MANAGERS					
LSM-1		\$100,838	\$103,359	\$105,943	\$108,592
LSM-2		\$113,849	\$116,695	\$119,612	\$122,602

SCHEDULE 1.12: MARINE PILOT

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Marine Pilot	\$103,433	\$106,019	\$108,669	\$111,386

SCHEDULE 1.13: MEDICAL SCIENTISTS

SCHEDULE 1.13A: MEDICAL SCIENTISTS – OCTOBER 2009

Classification	Increment	Current	First full pay period on or after 1/10/2009
MeS1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
MeS2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
	scientific excellence	\$75,947	\$77,846
MeS3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
	scientific excellence	\$82,045	\$84,096
MeS4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
	scientific excellence	\$93,132	\$95,460
MeS5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
	scientific excellence	\$100,339	\$102,847
MeS6A		\$105,328	\$107,961
MeS6B		\$113,089	\$115,916

SCHEDULE 1.13B: MEDICAL SCIENTISTS – AFTER [INSERT DATE OF APPROVAL]

Classification	Increment	First full pay period on or after date of approval	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
MeS1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
MeS2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
	scientific excellence	\$80,910	\$82,933	\$85,006
MeS3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
	scientific excellence	\$87,098	\$89,276	\$91,508
MeS4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
	scientific excellence	\$98,772	\$101,241	\$103,772
MeS5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
	scientific excellence	\$110,024	\$112,774	\$115,593
MeS6A		\$114,800	\$117,670	\$120,612
MeS6B		\$123,259	\$126,340	\$129,499

For the purposes of this Schedule: Medical Scientists:

- a). A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at MeS3, MeS4 and MeS5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after 1 October 2009	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
\$1,794 pa	\$1839 pa	\$1885 pa

SCHEDULE 1.14: MODELS

	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Draped	\$21.55	\$22.09	\$22.64	\$23.21
Undraped	\$24.93	\$25.55	\$26.19	\$26.84

SCHEDULE 1.15: OPERATIONAL SERVICES STREAM

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
OPS-1	17 years & under	\$20,838	\$21,358	\$21,892	\$22,440
	18 years	\$24,198	\$24,803	\$25,423	\$26,059
	19 years	\$27,559	\$28,248	\$28,954	\$29,678
	20 years	\$30,920	\$31,693	\$32,485	\$33,298
	1st year adult	\$33,609	\$34,449	\$35,310	\$36,193
	2nd year adult	\$35,195	\$36,075	\$36,977	\$37,901
	3rd year adult	\$36,149	\$37,053	\$37,979	\$38,928
	4th year adult	\$37,022	\$37,948	\$38,897	\$39,869
	5th year adult	\$37,894	\$38,841	\$39,812	\$40,807
	6th year adult	\$38,845	\$39,816	\$40,811	\$41,831
OPS-2	1	\$41,303	\$42,336	\$43,394	\$44,479
	2	\$43,004	\$44,079	\$45,181	\$46,311
	3	\$44,705	\$45,823	\$46,969	\$48,143
OPS-3	1	\$48,102	\$49,305	\$50,538	\$51,801
	2	\$49,802	\$51,047	\$52,323	\$53,631
	3	\$51,504	\$52,792	\$54,112	\$55,465
OPS-4	1	\$54,974	\$56,348	\$57,757	\$59,201
	2	\$56,245	\$57,651	\$59,092	\$60,569
	3	\$57,514	\$58,952	\$60,426	\$61,937
OPS-5	1	\$58,964	\$60,438	\$61,949	\$63,498
	2	\$60,890	\$62,412	\$63,972	\$65,571
	3	\$62,817	\$64,387	\$65,997	\$67,647
OPS-6	1	\$64,996	\$66,621	\$68,287	\$69,994
	2	\$66,839	\$68,510	\$70,223	\$71,979
	3	\$68,678	\$70,395	\$72,155	\$73,959
OPS-7	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178

SCHEDULE 1.15A: CORRECTIONAL OFFICER ALLOWANCE

- 1.1 An allowance of \$1,750 per annum (payable fortnightly and for all purposes) is payable to an OPS-2; OPS-3 or OPS-4 Correctional Officer, or Correctional Industry Officer, who occupies a position of Correctional Officer, or Correctional Industry Officer, (OPS-2; OPS-3, OPS-4) in an institution (i.e. a prison) and meets the following criteria;
- a) OPS-2: has had not less than 3 years at the applicable top increment;
 - b) OPS-3 and OPS-4: has had not less than 6 years service (excluding any periods of leave without pay) as a Correctional Officer or Correctional Industry Officer;
- And has been assessed as meeting the following Assessment Criteria:
- c) Correctional Officer: has a Certificate III in Correctional Practice (Custodial) or has been assessed as having equivalent knowledge having regard to experience; and
 - d) Correctional Industry Officer: has a trade or post trade qualification relevant to their position or has assessed as having equivalent knowledge having regard to their experience; and
 - e) All: Demonstrates and promotes: the core values of integrity, respect and accountability; support for the achievement of organisational goals; and effective working relationships that contribute to the development of teams and less experienced Correctional Officers.
- 1.2 The allowance will only be payable while the relevant officer occupies a position of Correctional Officer, or Correctional Industry Officer, (OPS-2; OPS-3 or OPS-4) in an institution (i.e. a prison), or such officer is directed or requested to undertake a secondment at their substantive level, or temporarily act in another position at their substantive level, for not more than 6 months (or for such longer period as may be approved by the Chief Executive or delegate).
- 1.3 This allowance is not payable for more than one position (i.e. no officer can receive more than one "OPS2, OPS3 and OPS4 Correctional Officer Allowance" under this Schedule).

SCHEDULE 1.15B: CORRECTIONAL OFFICERS – PUBLIC HOLIDAYS – NOT REQUIRED

- 1.1 Despite clause 9.9 Public Holidays of "Part 9 – Special Conditions for Employees Employed as Correctional Officers" of the SAPSSEI Award, an employee who is advised that he or she is not required for a public holiday will be deemed not to come within clause 9.9.
- 1.2 Where the Chief Executive of DCS (or delegate) wants to stand down one or more employees in relation to a public holiday, the arrangements for DCS designating an employee as not required for a public holiday are as follows.
- 1.2.1 In this Schedule, a reference to "DCS" means the Department for Correctional Services (and includes an institution (i.e. prison), division or unit); "stand down" and "stood down" means not required to work (i.e. attend for duty) on a public holiday.
- 1.2.2 DCS will first call for volunteers to stand down for a public holiday. DCS will provide a means by which employees may record or notify that they wish to be considered and that should preferably be provided not less than one month prior to the relevant public holiday (except for public holidays occurring within a month of the commencement of this Schedule).
- 1.2.3 If the number of volunteers exceeds the number of employees that DCS wishes to stand down, a 'draw of names' (eg. from a hat, box or appropriate container) will be conducted by the prison manager (or delegate thereof). The names drawn will be those that will stand down.
- 1.2.4 If by not less than two weeks prior to the public holiday the number of volunteers is less than the number of employees that DCS wishes to stand down, then DCS will select the employees to be stood down by selecting employees based on an alphabetical register of surnames (and where applicable, first and then second names) of employees that is maintained from one public holiday to another.
- 1.2.5 The relevant DCS manager and PSA worksite representatives at an institution may agree that this process for designating an employee will be applied at the division or unit level,

provided that where no agreement can be reached, the process will occur at the institution level.

- 1.2.6 DCS will maintain appropriate records by which to ascertain employees who have and have not been required to stand down.
- 1.2.7 An employee who is notified that he or she has been designated as not required, is then not required to be contactable or available for duty on the applicable public holiday.
- 1.2.8 If a dispute arises in relation to the application of these arrangements to a particular public holiday, the applicable manager and PSA worksite representative will immediately try to resolve it at the local level. This process does not displace the dispute resolution process in this Enterprise Agreement provided that that process will be conducted quickly having regard to the limited time available.
- 1.2.9 A failure to strictly act in accordance with these timeframes and processes does not make void the designation of an employee as not required for a public holiday.
- 1.2.10 The number of spares to be retained on any public holiday will be solely at the discretion of DCS (or delegate thereof, eg. the General Manager of an institution).
- 1.3 DCS, in consultation with the PSA and the DCS Central Consultative Committee will undertake a review of the arrangements prescribed in this Schedule having regard to the manner in which they operate in practice during the 2 years after the commencement of this Schedule. The outcome of the review will be distributed as a discussion paper for comment.
- 1.4 The employer and the PSA may, following that review, by written agreement vary these arrangements. Where such agreement is reached, this Schedule may be varied in accordance with the Variations clause of this Enterprise Agreement.

SCHEDULE 1.15C: CORRECTIONAL OFFICERS – REVIEW AND WFA

- 1.1 During the first twelve months after approval of this Enterprise Agreement, the Chief Executive, Department for Correctional Services (CE, DCS) (or delegate) will review options identified by the agency, PSA or correctional officers for improving efficiency and effectiveness. It is expected that within the first 3 months after approval, that options will have been identified, provided that this does not preclude further options being considered during the review.
- 1.2 The review will be conducted on a good faith collaborative basis. This can include the development of a discussion paper/s having regard to available information, including from employees or their representative/s, which will be made available to the relevant employees or their representatives before being finalised (in consultation with PSWR) as a review paper.
- 1.3 An objective of the review is to achieve the implementation (or trial) of agreed matters administratively or by making one or more Workplace Flexibility Agreements (WFA) within the first twelve months, provided that this does not preclude later implementation as may be applicable.
- 1.4 If at the conclusion of 12 months the review has not resulted in agreement or implementation (whether on an ongoing or trial basis) of options that will enable substantive improvement to efficiency and effectiveness, the employer or PSA may seek the assistance of the Commission, or an agreed third party, for the purposes of mediation of outcomes, provided that this does not preclude one or other seeking earlier such assistance.
- 1.5 In conducting the review, it is intended that correctional officers will not be worse-off (general pay and conditions considered as a whole) and the review may extend beyond 12 months.

SCHEDULE 1.15D: SECURE TRAINING CENTRE ALLOWANCE

- 1.1 An allowance of \$1,750 per annum (payable fortnightly and for all purposes) is payable to Secure Training Centre Youth Workers (Operational Services Stream classifications (OPS)) employed by the Department for Families and Communities, Families SA and who work in the Secure Training Centres located at Magill (and its replacement) and Cavan and meets the following criteria:
- a) Has had not less than 6 years service (excluding any periods of leave without pay) as a Secure Training Centre Youth Worker; and
 - b) Demonstrates and promotes the core values of providing a safe and secure environment for young people held in custody.
- 1.2 The allowance will only be payable while the relevant Secure Training Centre Youth Worker occupies a position of Secure Training Centre Youth Worker classified in the Operational Services Stream in the Magill (or replacement) and/or Cavan Secure Training Centres or such an employee is directed or requested to undertake a secondment at their substantive level, or temporarily act in another position at their substantive level, for not more than 6 months (or for such longer period as may be approved by the Chief Executive, DFC or delegate).
- 1.3 This allowance is not payable for more than one position (i.e. no Secure Training Centre Youth Worker can receive more than one "Secure Training Centre Allowance" under this Schedule).

SCHEDULE 1.15E: ALLOWANCES, OPERATION OF

- 1.1 For the purposes of this Schedule, an employee can only be in receipt of one or other Allowance of the foregoing allowances at any time.

SCHEDULE 1.16: PROFESSIONAL OFFICERS STREAM

SCHEDULE 1.16A: PROFESSIONAL OFFICERS – OCTOBER 2009

Classification	Increment	Current	First full pay period on or after 1/10/2009
PO-1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
PO-2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
PO-3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
PO-4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
PO-5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
	4th	\$102,002	\$104,552

SCHEDULE 1.16B: PROFESSIONAL OFFICERS – AFTER [INSERT DATE OF APPROVAL]

Classification	Increment	First full pay period on or after date of approval	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
PO-1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$60,231	\$61,737	\$63,280
	6th	\$61,368	\$62,902	\$64,475
PO-2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
PO-3	1st	\$75,005	\$76,880	\$78,802
	2nd	\$77,278	\$79,210	\$81,190
	3rd	\$79,551	\$81,540	\$83,579
PO-4	1st	\$82,392	\$84,452	\$86,563
	2nd	\$85,233	\$87,364	\$89,548
	3rd	\$87,505	\$89,693	\$91,935
	4th	\$90,063	\$92,315	\$94,623
PO-5	1st	\$93,187	\$95,517	\$97,905
	2nd	\$95,460	\$97,847	\$100,293
	3rd	\$97,733	\$100,176	\$102,680
PO-6		\$104,552	\$107,166	\$109,845

For the purposes of this Schedule: Professional Officers Stream

a). A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at PO3, PO4 and PO5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after [Insert date of approval]	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
\$1,794 pa	\$1,839 pa	\$1,885 pa

SCHEDULE 1.17: TECHNICAL SERVICES STREAM

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
TGO-0	16 years & under	\$18,054	\$18,505	\$18,968	\$19,442
	17 years	\$21,526	\$22,064	\$22,616	\$23,181
	18 years	\$24,998	\$25,623	\$26,263	\$26,920
	19 years	\$28,470	\$29,181	\$29,911	\$30,659
	20 years	\$31,941	\$32,740	\$33,559	\$34,398
	1st year adult	\$34,719	\$35,587	\$36,477	\$37,389
	2nd year adult	\$35,768	\$36,662	\$37,579	\$38,518
	3rd year adult	\$36,958	\$37,882	\$38,829	\$39,800
	4th year adult	\$38,133	\$39,086	\$40,063	\$41,065
	5th year adult	\$39,287	\$40,269	\$41,276	\$42,308
	6th year adult	\$40,366	\$41,375	\$42,409	\$43,469
	7th year adult	\$41,693	\$42,735	\$43,803	\$44,898
	8th year adult	\$43,035	\$44,111	\$45,214	\$46,344
9th year adult	\$44,381	\$45,491	\$46,628	\$47,794	
TGO-1	18 years	\$34,180	\$35,034	\$35,910	\$36,808
	19 years	\$35,751	\$36,645	\$37,561	\$38,500
	20 years	\$37,323	\$38,256	\$39,212	\$40,193
	1st year adult	\$39,287	\$40,269	\$41,276	\$42,308
	2nd year adult	\$40,366	\$41,375	\$42,409	\$43,469
	3rd year adult	\$41,693	\$42,735	\$43,803	\$44,898
	4th year adult	\$43,035	\$44,111	\$45,214	\$46,344
	5th year adult	\$44,381	\$45,491	\$46,628	\$47,794
	6th year adult	\$45,722	\$46,865	\$48,037	\$49,238
	7th year adult	\$47,083	\$48,260	\$49,467	\$50,704
8th year adult	\$48,613	\$49,828	\$51,074	\$52,351	
9th year adult	\$49,973	\$51,222	\$52,503	\$53,816	
TGO-2	1	\$53,962	\$55,311	\$56,694	\$58,111
	2	\$55,736	\$57,129	\$58,557	\$60,021
	3	\$57,514	\$58,952	\$60,426	\$61,937
TGO-3	1	\$60,304	\$61,812	\$63,357	\$64,941
	2	\$61,979	\$63,528	\$65,116	\$66,744
	3	\$63,655	\$65,246	\$66,877	\$68,549
TGO-4	1	\$65,499	\$67,136	\$68,814	\$70,534
	2	\$67,089	\$68,766	\$70,485	\$72,247
	3	\$68,678	\$70,395	\$72,155	\$73,959
TGO-5	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178

SCHEDULE 1.18: VISITING DENTAL STAFF AGREEMENT

Classification	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
DOV-1	\$101.30	\$103.80	\$106.40	\$109.10
DOV-2	\$112.30	\$115.10	\$118.00	\$121.00
DOV-3	\$126.30	\$129.50	\$132.70	\$136.00

SCHEDULE 1.19: VISITING PODIATRISTS

The rates in this Visiting Podiatrists Schedule are per 3.5 hour session.

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Up to 3 years relevant experience since qual.	\$122.60	\$125.70	\$128.80	\$132.00
More than 3 years relevant experience since qual.	\$161.70	\$165.70	\$169.80	\$174.00

SCHEDULE 1.20: YOGA INSTRUCTOR - SESSIONAL

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Hourly rate	\$21.40	\$21.90	\$22.40	\$23.00

SCHEDULE 1.21: TRANSLATION ARRANGEMENTS

SCHEDULE 1.21A TRANSLATION ARRANGEMENTS – ALLIED HEALTH PROFESSIONALS

[See separate document.]

SCHEDULE 1.21B: TRANSLATION ARRANGEMENTS – MEDICAL SCIENTISTS

[See separate document.]

SCHEDULE 1.21C: TRANSLATION ARRANGEMENTS – GRANT FUNDED SCIENTISTS

[See separate document.]

SCHEDULE 1.21D: TRANSLATION ARRANGEMENTS – PROFESSIONAL OFFICERS

[See separate document.]

APPENDIX 2: SAVED CLAUSES

Appendix 2.1 Department of the Premier and Cabinet

For employees in SafeWork SA

Hours of Work

(as prescribed in the Department for Industrial Affairs Enterprise Bargaining Agreement 1997)

- Implementation of the following arrangement in respect of ordinary hours within the life of this agreement.
- The ordinary hours of work shall be an average of 37.5 hours per week with all work to be worked on a continuous basis (except for meal breaks).
- All work performed between 8.00am and 7.00pm, Monday to Friday will be paid at ordinary time rate.
- Where an employee works their ordinary hours between 8.00am and 7.00pm on Saturday they will be paid at ordinary rates up to a maximum of six (6) Saturdays per annum, then the employee will, in addition to their ordinary rate of pay, be paid an allowance of 50 per centum for the time worked on each additional Saturday.
- Where an employee voluntarily works their ordinary hours on a Saturday there will be no limit on the number of Saturdays which can be worked at ordinary rates of pay.
- Except by mutual agreement between the employee concerned and the employer, employees will have two consecutive days off work in any one week.
- If an employee is required to work on a public holiday which falls on Saturday, the appropriate penalty will apply.
- Services to customers will be provided between the hours of 8.00am and 6.00pm, Monday to Friday.
- It shall be a feature of working under this Agreement that the development of flexible working arrangements and hours of work shall be made with appropriate consideration to business needs and the needs of employees, having particular regard to those employees with family responsibilities. Where there is a demonstrable operational need or organisational requirement, staff may be required to work outside ordinary hours of work as currently directed.

State Aboriginal Affairs Division Agreement (now known as the Aboriginal Affairs and Reconciliation Division).

8.4.12 Cultural Leave

For the purpose of this paragraph:-

An Aboriginal is a person who identifies as such and is regarded as an Aboriginal person by the Aboriginal Community.

NAIDOC Week shall mean the week in which the National Aboriginal days fall as determined by the national Aboriginal and Islander Day Observance Committee (NAIDOC).

(a) Ceremonial Leave

Ceremonial Leave without pay may be granted with approval of the Chief Executive, to an employee of Aboriginal descent for ceremonial purposes:

- Connected with the death of a member of the family; or
- For other ceremonial obligations under Aboriginal law.

The maximum period of ceremonial leave shall be 10 working days in a calendar year.

Ceremonial leave granted is in addition to other leave to which an employee is entitled and does not count for days of service for any purpose.

(b) NAIDOC Week

Upon application by an Aboriginal or Torres Strait Islander employee, the Chief Executive may approve time off without loss of pay for attendance at official celebrations and activities that occur during that week. The maximum time available to attend such functions shall be 10 hours in a calendar year.

Appendix 2.2 Attorney-General's Department

7.5 Payment of Fees by Employer

The employer will pay any fees and charges necessary to enable an employee to practise the profession or occupation in which the employee is employed in the Department.

Without limiting the above, the employer will pay, for example -

- Fees for practising certificates and other levies or charges required to be paid for practising law.
- Charges imposed for continuing legal education forming a compulsory requirement for practising law.
- Fees for registration required to be paid for practising as a conveyancer.
- Fees for membership of an organisation that the employer requires the employee to join.

However, the employer is not liable to pay fees or charges incurred by the employee before entering employment with the employer.

8.2 Negotiation and Consultation on Measures

Negotiation and/or consultation on measures to improve productivity, efficiency and flexibility of the Department (including measures identified in Schedule 1) will commence and continue through the Single Bargaining Centre, the Single Bargaining Unit and the consultative committees as required.

- 8.3 The Chief Executive undertakes to keep employees informed of government policy issues (including service levels and resource allocation) falling outside the parameters of this Agreement that may affect the Attorney-General's Department.
- 8.4 The parties recognise the role of management in managing the budget and identifying, and providing the means to implement, measures to improve productivity, efficiency and flexibility of the Department.
- 8.5 The parties recognise the role that employees play in achieving improved productivity, efficiency and flexibility and employees are encouraged to identify measures to improve productivity, efficiency and flexibility (including by identifying inefficiencies in expenditure of the Department).
- 8.6 Negotiation on measures to improve productivity, efficiency and flexibility of the Department will proceed with a view to achieving real and sustainable savings and benefits, while recognising appropriate industry benchmarks and achieving best practice.
- 8.7 Consultation about a proposal for a review or assessment of an area, practice or other matter will proceed (as early as possible) with the employees who may be affected by the proposal and relevant employee associations (within the meaning of the I&ER Act).
- 8.8 If proposed measures to improve productivity, efficiency and flexibility of the Department involve significant changes to work practices, structures or conditions (including changes involving reducing staff numbers), all affected employees and relevant employee associations (within the meaning of the I&ER Act) will be fully consulted before the measures are implemented.
- 8.9 Consultation involves the sharing of information and the exchange of views between employers and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision-making process.
- Consultation is to be done in good faith and not simply involve advising employees what will be done.
 - It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the industrial parties occurs on a regular basis.

- Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employees and/or their representatives.
- Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

8.10 These procedures are designed to achieve a joint commitment to, and consensus about, organisational change following full consultation before implementation of significant change.

8.11 If consensus cannot be reached about proposed changes to work practices, structures or conditions (including changes involving reducing staff numbers), the procedures for preventing and settling industrial disputes set out in this Agreement apply.

Carer's Leave

Use of sick leave accruals

9.1 Carer's Leave as provided for in the Agreement may be accessed as carer's leave by an employee in respect of an absence from work due to the employee accompanying a family member to a medical, dental or other health related consultation.

9.2 A person will be regarded as a family member if, for example, the person is:

- A child of, or in the care of, the employee or of the employee's spouse or putative spouse; or
 - A spouse or putative spouse of the employee; or
 - A parent or grandparent of the employee or the employee's spouse or putative spouse; or
 - A brother or sister of the employee; or
 - A person who is a member of the employee's household; or
 - A person with whom the employee has a close personal relationship.
- Step relationships should be treated in the same way as blood relationships.

9.3 Procedures for the taking of carer's leave (including the provision of evidentiary certificates) will be similar to the procedures for the taking of ordinary sick leave.

Appendix 2.3 Department for Families and Communities

1. Housing employees

1.1 The current flexi-time arrangements in discrete Housing areas will remain in place.

1.2 The conditions of employment for employees previously covered by the Housing, Urban Development and Local Government Relations Portfolio Agreement 1996 who are now party to this Agreement will be in accordance with the conditions of employment for Public Sector Management Act employees, except for income maintenance arrangements for those employees who:

- Were covered by the South Australian Housing Trust/Public Service Association Industrial Agreement; and
- Were identified specifically in the Housing, Urban Development and Local Government Relations Portfolio Enterprise Agreement (1996) at clause 15(24)(1); and
- Are declared to be excess employees and are redeployed.
- Such employees will retain their translated classification level under this Agreement for salary purposes.

1.3 The provisions of 1.2 will not apply where an employee is promoted or transfers to another ongoing position at the employee's request outside the Housing Trust.

2. FACS Enterprise Agreement

For employees previously covered by the Department for Family and Community Services Enterprise Agreement No. 2, the following provisions will be implemented during the life of the Agreement:

- A country service incentives scheme;
- On-call arrangements for country after hours call outs.

Appendix 2.4 Department of Primary Industries and Resources

10 EMPLOYMENT CONDITIONS

FIXED TERM CONTRACTS

A number of staff at SARDI are employed under contracts which specify that they are employed for a fixed term. The employment of such staff members terminates at the end of the fixed term of their contracts unless they are offered and accept a further contract of employment with SARDI. Where the contract of such staff members expires, and where such staff members have been employed for a continuous period of 5 years or more, they will be offered a further period of employment subject to the following conditions:

- SARDI is not able to make available a further fixed term contract either because a project has been completed or because a lack of further industry funds has precluded further work on the project; and
- The staff member has not succeeded in winning a new position on the basis of merit;
- The staff member in question has demonstrated a satisfactory work performance;
- The offer of a further contract of employment will be for a minimum period of 3 months and for a maximum period of 12 months.
- Although SARDI is unable to predict the terms on which any such offer will be made prior to the offering of any such further contract of employment, SARDI anticipates that any such offer is likely to include terms and conditions such as location at which the work will be offered.
- An offer of a further contract of employment in accordance with this clause will be made to the staff member concerned approximately 6 weeks prior to the expiry of the staff member's fixed term of employment.

TIME IN LIEU OF OVERTIME

The parties agree that approved additional hours worked involved with meeting seasonal work demands or work required for completion of projects or experiments may be managed by the use of time off in lieu (TIL) of payment for overtime hours worked.

In respect to the operation of TIL in SARDI the parties agree that where an employee has elected to access TIL and not overtime payment:

- Each employee eligible for overtime payments for approved additional hours worked as defined in Commissioner's Determination No. 1, may accumulate a balance of up to 100 hours TIL.
- Balances of TIL are to be taken as soon as practicable following the accumulation of overtime hours, and not more than seven months after the time was accumulated.
- Local managers must approve all hours recorded as TIL and be responsible for management of records of TIL balances and ensure that all employees are treated equitably and fairly in regard to accumulation of hours and take out of accumulated time.
- Where an employee cannot access TIL balances because of operational demands a local manager may present a case to the relevant delegate that the outstanding balance be paid at normal rates of pay.

Employees in receipt of a specific allowance or loading for out of hours work are not eligible for the accumulation of TOIL under the conditions described above.

Appendix 2.5 Department for Transport, Energy and Infrastructure

Transport SA

Department for Transport, Urban Planning and the Arts (Transport SA) (State) Enterprise Bargaining Agreement, 1997

Clause 19 - Local Work Flexibility Changes

Voting on any issue or change which affects a limited number of employees shall be restricted to the affected employees. The criteria that will be used in assessing the desirability of proposed changes will include:

- The impact on quality of life;
- Family responsibilities;
- Efficiency, productivity and quality;
- Financial impact on employees.

The Office of the Passenger Transport Board

The Office of the Passenger Transport Board Enterprise Bargaining Agreement, 1996

Clause 13.1 Implement changes to the flexitime system to allow staff:

13.1.1 To work up to 10 hours between 7.00am and 7.00p.m., Monday to Friday within guidelines to be developed;

13.1.2 Amend limits regarding the number of flexi days that can be taken at once; and

Appendix 2.6 Department of Treasury and Finance

7 Employment Conditions

(1) Flexible Working Hours and Overtime

Except as detailed below, the current guidelines relating to the recording and management of flexitime, as provided in Commissioner's Circular No. 34 will continue to apply.

The bandwidth within Treasury and Finance will be 7.00am to 7.00pm.

Working arrangements within these hours will be negotiated between staff and branch managers, recognising that current Government policy is to ensure provision of a quality client service between the hours of 8.00am and 6.00pm.

Core Time The term 'core time' refers to the timeframe within which all staff rostered for work on a particular day will normally be present.

The core time will remain as 10.00am to 4.00pm.

Hours Worked

Management and recording of flexitime will continue to be over existing '4 week accounting periods', with the number of hours normally expected of any officer over that period remaining at 150.

Credit Hours

The number of credit hours able to be carried forward to the next accounting period will increase to 20 hours.

Debit Hours

The number of debit hours able to be carried forward to the next accounting period will remain at 10 hours.

Time Off

Within each 4 week period, the amount of time able to be taken off by any officer will increase to 2 days (i.e. 2 full days, or 4 half days, or a combination thereof).

Officers wishing to utilise the time off provisions must make relevant arrangements in advance with their manager, and final approval remains the discretion of management.

(2) Overtime

Except as detailed below, the provisions of Commissioner's Determination No. 1 will continue to apply.

Overtime Reduction

Branch Managers are to adopt staffing practices aimed at achieving a 50% reduction target in relation to paid overtime, and it is anticipated that the more flexible working hours outlined above will assist in that process.

Time Off in Lieu

Whilst retaining the right of Branch Managers to approve paid overtime in special circumstances, it has been agreed that all staff will work towards time off in lieu as the future norm within Treasury and Finance.

Special Arrangements

In addition to the above arrangement, EMG has agreed that the Under Treasurer may authorise any additional flexible working arrangements on a one off basis to meet special circumstances.

(2) Leave Loading

As a result of the Enterprise Bargaining consultation process employees eligible for the payment of Leave Loading in accordance with the South Australian Public Service (Leave Loading) Award will have the option of either:

- (a) Retaining their entitlement to payment of leave loading; or
- (b) Electing an entitlement to an additional 2 days recreation leave (pro rata for part time employees) in lieu of the payment of leave loading.

Appendix 2.7 South Australian Tourism Commission

Flexitime

For employees who are required to maintain working contact outside normal hours 7.00am is the earliest permissible starting time and 7.00pm the latest permissible finishing time.

TOIL

If accumulated TOIL (maximum 5 days) cannot be taken at organisational convenience, then it can be paid out at the end of each quarter.

Appendix 2.8 Senior Secondary Assessment Board of South Australia

SSABSA's Staff Manual (Employment Conditions Manual)

The working conditions of SSABSA employees are agreed as those which are listed in the SSABSA Staff Manual (Employment Conditions Manual) and which are amended from time to time. Further work on the SSABSA Staff Manual (Employment Conditions Manual) which will consolidate personnel policies for the organisation will be undertaken in the life of the agreement.

Appendix 2.9 State Emergency Service

Schedule 3 Penalty Loadings

Training and Development Officers and Divisional Officers

On Call Allowance, as per Commissioner's Determination No. 8.

13.1% PENALTY FOR IRREGULAR HOURS AND WEEKEND WORK

The Hours of Duty and Overtime conditions for these Officers shall be:

1. The ordinary hours of duty of an officer shall be an average of 150 per four week period worked irregularly over 7 days including public holidays, as determined by the employer, provided that:
 - (a) Unless otherwise agreed between the employer and the officer, an officer shall not work more than 20 days in a four week period;
 - (b) No officer shall work more than 10 consecutive days without a break;
 - (c) An officer shall be entitled to at least 8 consecutive hours break between the finish of one duty period and the commencement of the next duty period unless agreed between the employer and the officer;
 - (d) Where an officer is required to work an average more than 37.5 hours per week, (other than overtime as provided for in point (c)) such excess hours should, where possible, be taken off within the four week period in which they accrue, or during the following four-week period;
 - (e) Where an officer rostered off duty is recalled to duty to attend an emergency, such officer shall be paid overtime as prescribed in Commissioner's Determination No. 1;
 - (f) The Time Off in Lieu of Overtime provisions contained in Commissioner's Determination No. 1 shall apply.
2. An officer shall be rostered to work on approximately half the public holidays and weekends occurring in a year.
3. An allowance of 13.1% of annual salary shall be paid to officers as compensation for working irregular hours and for working on weekends and public holidays as part of their ordinary hours. This allowance is not payable whilst an officer is on recreation leave, long service leave, full time study leave and block release for study purposes.

Deputy Director

On Call Allowance, as per Commissioner's Determination No. 8.

10.1% PENALTY FOR ADDITIONAL HOURS AND WEEKEND WORK.

An allowance of 10.1% of annual salary shall be paid to the Deputy Director in recognition for working irregular additional hours and for working on weekends. This allowance is not payable whilst the officer is on recreation leave, long service leave, full time study leave and block release for study purposes.

Appendix 2.10 South Australian Country Fire Service

Clause 7.5.2 OCO Allowance

Investigate the payment of an allowance to Operations Centre Officers in lieu of shift penalties

Schedule 2

South Australian Country Fire Service - Staff Terms And Conditions

Please refer to conditions as outlined in the South Australian Country Fire Service Staff Terms and Conditions Clause 3 - Arrangement. All affected employees will receive a copy of this document. Any other employees wishing to view a copy of this agreement should contact 8463 4084 to request a copy.

Appendix 2.11 Carclew Youth Arts Centre

Clause 19. Conditions of Employment

19.1 The parties to this Enterprise Agreement hereby acknowledge their terms and conditions of employment to the extent to which they are appropriate are the same as those specified in the CPE PSM Act Determinations, Directions, Circulars, Guidelines, as amended from time to time, except for the following:

19.1.1 Hours of Duty

All conditions associated with hours of duty will be described in PSM Act Determination 11 with the exception of:

Ordinary hours of duty will be 37.5 hours per week, or 75 hours over a two week period, to be worked between the hours of 8.00am and 11.00pm Monday to Friday.

Appendix 2.12 Country Arts Trust

Clause 20. Conditions of Employment

20.1 The parties to this Enterprise Agreement hereby acknowledge their terms and conditions of employment to the extent to which they are appropriate are the same as those specified in the CPE PSM Act Determinations, Directions, Circulars, Guidelines, as amended from time to time, except for the following:

20.1.1 Hours of Duty

All conditions associated with hours of duty will be described in PSM Act Determination No. 11 with the exception of:

Ordinary hours of duty will be 38 hours per week, or 76 hours over a two week period, between the hours of 8.00am and 11.00pm Monday to Saturday.

Appendix 2.13 Legal Services Commission

4 RELATIONSHIP OF AGREEMENT TO CONDITIONS OF EMPLOYMENT AND MEMORANDUM OF UNDERSTANDING

Conditions of Employment

- 4.1 This Agreement shall be read and interpreted wholly in conjunction with:
- (a) The terms and conditions of employment existing as at the date preceding the date this Agreement came into effect; and
 - (b) The terms and conditions contained in the SA Public Sector Salaried Employees Interim Award; and
 - (c) Those terms and conditions which are set out in the Circulars and Determinations and PSM Act Directions and Guidelines as issued from time to time by the Commissioner which shall during the term of this Agreement be reviewed by the parties so as to determine their applicability to the Commission and its employees.
- 4.2 Where the Commission's terms and conditions of employment exceed those provisions which operate by virtue of 4.1 (b) or (c) the Commission's terms and conditions shall apply.

Payment of fees by employer

- 7.4 The Commission will pay any fees or charges necessary to enable an employee to practise the profession or occupation in which the employee is employed in the Commission.

Without limiting the above, the Commission will pay, for example:

- Fees for practising certificates and other levies or charges required to be paid for practising law within the Commission;
- Charges imposed for continuing legal education forming a compulsory requirement for practising law within the Commission;
- Fees for registration required to be paid for practising as a conveyancer;
- Fees for membership of an organisation that the Commission requires the employee to join.

However, the Commission is not liable to pay fees or charges incurred by the employee before entering employment with the employer.

Appendix 2.14 South Australian Metropolitan Fire Service

18. MEAL BREAKS – ORDINARY HOURS OF DUTY

- 18.1 An employee will not be required to work for more than five hours without a meal break of a minimum of 30 minutes. All time worked in excess of five hours will be paid the appropriate penalty rate, saving when the employer and the employee agree the employee may elect to work up to an extra 60 minutes at the ordinary hourly rate before commencing a meal break.
- 18.2 If an employee agrees to work beyond six hours without a meal break the employee will be paid at the appropriate penalty rate for all time worked in excess of five hours and until the employee commences a meal break.
- 18.3 Nothing in this clause will prohibit an employee to cease duty and commence a meal break at any time after working five hours without a meal break.

APPENDIX 3: WORKPLACE FLEXIBILITY AGREEMENTS

Appendix 3.1 Quarantine Station Inspectors - Primary Industries and Resources SA

This appendix provides for paid Crib Break and Paid Day Off entitlements for Quarantine Station Inspectors (OPS) employed by Primary Industries and Resources SA (PIRSA), not including casual employees.

This schedule applies only to PIRSA employees bound by the terms and conditions of the SA Public Sector Salaried Employees Interim Award and this Agreement and who are employed as Quarantine Station Inspectors, not including casual employees.

This appendix will come into effect from 28 September 2006.

Crib Break

The Crib Break is a 30 minute period during which the employee is able to consume a meal, sustenance and/or refreshments. During a Crib Break the employee will be available for duty as and when required and if necessary will interrupt the Crib Break and re-engage in active duty.

Quarantine Station Inspectors who are working an 8 hour shift (or 7 hour shift at Pinnaroo) shall be provided with a 30-minute Crib Break at or before the completion of 5 hours of work.

Paid Day Off

The 30 minute Crib Break period is to be recorded in a Paid Day Off (PDO) time bank for the sole purpose of the employee taking a PDO at a time to be agreed between the employer and employee.

Employees are required to take one PDO per 4 week period except as otherwise agreed between the employee and employer.

Appendix 3.2 Special Conditions for Employees Employed as Traffic Management Centre Operators, Department for Transport, Energy and Infrastructure (DTEI)

This Schedule provides for a nine-day fortnight arrangement for Traffic Management Centre Operators within the Department.

This Schedule applies only to those employees bound by this Enterprise Agreement who are described as "Traffic Management Centre Operators" and classified pursuant to the Administrative Services Stream of the SA Public Sector Salaried Employees Interim Award and are employed at the Traffic Management Centre of the Department.

This Flexibility Agreement is independent from and supersedes the previous Special Determinations by the Department of the Premier and Cabinet dated 24 December 1997 and 7 December 2001 by the Department of the Premier and Cabinet for Traffic Control Centre Operators in Transport SA.

For employees employed as "Traffic Management Centre Operators" the following conditions will apply and should be read in conjunction with the SA Public Sector Salaried Employees Interim Award (the Award).

DEFINITIONS

"Special Determinations" - means a determination made by the CPE in accordance with Section 30 (1) of the *Public Sector Management Act, 1995* in relation to general employment.

"Programmed Day Off" - means either of the two accrued paid days an employee has off work by working additional hours each day shift above the ordinary hours of a 28 day (7.5) period over a 28 day period.

"Rostered Day Off" - means any of the eight days that an employee is rostered off work over a 28 day period.

"Penalty Payment" – means the additional percentage component as prescribed in the relevant Award clause, paid on top of the hourly rate.

1. Hours of Work

- 1.1 The regular working hours will be 8 hours and 50 minutes (8.83 hours) per shift inclusive of a 30 minute unpaid meal break. Excluding the unpaid meal break, the total hours worked per shift are 8 hours and 20 minutes (8.33 hours).
- 1.2 The additional 50 minutes worked per shift above 7.5 hours (ordinary hours) accrues towards two programmed days off per 28 day period.
- 1.3 A 30 minute unpaid meal break will apply for each shift. In any event, no operator will be required to work more than 5 hours without a minimum 30 minute unpaid meal break.
- 1.4 The ordinary hours of work will not exceed 150 hours in 28 consecutive days. If directed, all time worked in excess of 150 hours will be overtime.
- 1.5 The average of 37.5 hours per week will be worked by rostering employees on various days of the week during a particular work cycle so that each employee will have two programmed days off and eight rostered days off during that 28 day cycle.
- 1.6 When a shift falls partly on a Saturday, Sunday or public holiday, that shift, the major part of which falls on the Saturday, Sunday or public holiday, will be regarded as a Saturday, Sunday or public holiday shift respectively for penalty payment.
- 1.7 The following provisions will apply in lieu of clause 6.5.5 of the Award.
 - 1.7.1 Excluding Saturdays, Sundays and Public Holidays, where an employee completes a rostered period of work, which commences before 6.30am and finishes after 7.30am (and there is no entitlement to overtime) the employee will only be paid an allowance of 15% of (and in addition to) his/her ordinary rate of pay for the time worked before 6.30am.

2. Overtime

- 2.1 An employee may be required by the employer to work reasonable overtime.
- 2.2 All time worked in excess of or outside the regular working hours as defined within clause 1.1, will be remunerated in accordance with the provisions of clause 6.1.6.2 of the Award.

3. Recreation Leave

- 3.1 An employee who is regularly rostered to work their ordinary hours of duty over 7 days of the week, and works more than half of the Sundays and Public Holidays in a year, will qualify for an additional one weeks recreation leave in lieu of the standard four weeks annual leave.

4. Rosters

- 4.1 Shift rosters will specify the commencing and finishing hours of ordinary working hours of the respective shifts.
- 4.2 The method of working shifts and the time of commencing and finishing shifts, once having been determined, may be varied by agreement between employer and the majority of the employees concerned to suit the circumstances of the employer, or, in the absence of agreement, by 7 days notice of alteration given by the employer to the employees.

APPENDIX 4: SHARED SERVICES PRINCIPLES

The following principles apply where an Employer or agency party to this Enterprise Agreement proposes to implement a shared services arrangement:

1. Employment security protection for employees transferred from an agency to a shared service will be in accordance with clause 8 “Memorandum of Understanding”, of this Enterprise Agreement.
2. Where the employee’s rate of pay exceeds the applicable rate of pay at the expiry of the industrial instrument which contains the more favourable rate of pay, that rate of pay will be pegged until the rate that is generally paid equals or exceeds that pegged rate of pay.
3. The terms and conditions of employment applicable to staff who are required to transfer to a shared service agency (or division of an agency) will be those generally applicable to employees covered under this Enterprise Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
4. The following Human Resource Principles will be applied:
 - All positions will have an agency endorsed job and person specification.
 - It is the intention that as many ongoing employees affected by the shared service initiative as possible from the existing structures be placed into the new structure at their substantive classification level to meet the requirements of the shared services structure.
 - Approval can be sought from the CPE to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 ‘Quality Staffing’. This may include:
 - i. Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only.
 - ii. Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures.
 - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner’s Standard 2 ‘Quality Staffing’.
 - Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by the relevant agency prior to any transition process.
 - Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

The implementation of any shared service initiative and the restructuring processes arising from that initiative shall not be used as a mechanism for addressing any perceived individual performance issues.

APPENDIX 5: WORK LEVEL DEFINITIONS

APPENDIX 5A: ALLIED HEALTH PROFESSIONALS WORK LEVEL DEFINITIONS

[See separate document.]

APPENDIX 5B: PROFESSIONAL OFFICER WORK LEVEL DEFINITIONS

[See separate document.]

APPENDIX 5C: MEDICAL SCIENTISTS WORK LEVEL DEFINITIONS

[See separate document.]

APPENDIX 5D: GRANT FUNDED SCIENTISTS WORK LEVEL DEFINITIONS

[See separate document.]

ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C - Changes to Redeployment Practice of the MOU is varied as follows with effect from [INSERT DATE OF APPROVAL].

The following changes to redeployment practice presently prescribed in Commissioner’s Standard 2 ‘Quality Staffing’ have been agreed between the parties to take effect from [INSERT DATE OF APPROVAL]. The changes will apply to employees who are excess on or after [INSERT DATE OF APPROVAL].

Delete from Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 41, item 4):

Where an excess employee has been offered at least one suitable position and has declined the offer, redeployment to a suitable position thereafter will not necessarily require agreement by the employee.

Replace with:

Redeployment to a suitable position or duties will not necessarily require agreement by the employee.

Clarification of the current reference to a pegged rate of pay in Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 45, final paragraph):

Until that time, an employee whose rate of pay is pegged shall not receive any increase, whether incremental or otherwise (eg. general salary increase) applicable under the applicable Enterprise Agreement.

The following changes were agreed in the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006* in relation to redeployment practice which at that time were prescribed in Commissioner’s Standard 2 ‘Quality Staffing’:

Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with Commissioner’s Standard 2 ‘Quality Staffing’.

Where a redeployee is not placed in an alternative ongoing or long term position at the employee’s substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency’s requirements (or, in the case of existing unplaced redeployees from 21 December 2006. (The period of income maintenance, remains the same as that prescribed in Commissioner’s Standard 2 ‘Quality Staffing’). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

Where, at the cessation of the income maintenance period, the employee has not been placed in an ongoing or long term position at the appropriate substantive level, the employee’s salary and rate of pay will be pegged until that employee is placed in an ongoing position.

The period of income maintenance will continue (up to the maximum entitlement) if an employee accepts an offer of an ongoing position classified below the redeployee’s substantive classification. The redeployee’s rate of pay applying at the nominal end of the income maintenance period will then be pegged at that amount until such time as the rate of pay for the new position equals or exceeds the pegged rate of pay.

Redeployees shall be required to take part in training and retraining to facilitate placement in funded public sector work at their substantive level, which may be to a different career stream. The following changes were agreed in the *South Australian Government Wages Parity Enterprise Agreement 2001* in relation to redeployment practice which at that time were prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) and were agreed to take effect from 2

October 2001, and to apply to employees who are excess on or after 2 October 2001. Those changes were included in the then Public Sector Management Act Determination No. 3 (made on 19/03/03), now superseded by Commissioner's Standard 2 'Quality Staffing'. Subject to the changes to Commissioner's Standard identified above, to have effect from the date of approval of this Enterprise Agreement, those changes will continue to have effect.

The following has been added to Commissioner's Standard 2 'Quality Staffing'.

- # Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.
- # If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Standard 2). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the CPE (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.
- # An excess employee will:
 - (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
 - (ii) attend interviews as requested and participate in them in a positive and constructive manner;
 - (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
 - (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
 - (v) comply with all attendance requirements.

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