



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

SOUTH AUSTRALIAN MODERN PUBLIC SECTOR ENTERPRISE AGREEMENT: SALARIED 2017

File No. 372 of 2018

**This Agreement shall come into force on and
from 31 January 2018 and have a life extending
for a period of twenty-four months therefrom.**

SAET HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.

DATED 31 JANUARY 2018.



COMMISSIONER LINDSAY

**SOUTH AUSTRALIAN MODERN PUBLIC SECTOR
ENTERPRISE AGREEMENT: SALARIED 2017**



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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 Modern Public Sector Enterprise Agreement: Salaried 2017”.
- 1.3 This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal (“SAET”).
- 1.4 The term of this Enterprise Agreement shall be two years from the date of approval by the SAET.

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 and Strategic Priorities, “A Modern Public Service – Building a Stronger South Australia”, 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*; Support workforce flexibility, mobility, development and performance;
 - 2.1.5 Continue to apply to particular agencies terms as detailed in Appendix 3.
- 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 Implementing an improved Redeployment, Retraining and Redundancy scheme from the date of approval of this Enterprise Agreement.
 - 2.2.5 Obtaining the approval of the SAET 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 SAET.
 - 2.2.7 Applying the public sector principles and practices referred to in the *Public Sector Act 2009* in a manner that encourages consistency of interpretation and application of an employment condition or entitlement so as to support the fair employment and management of employees. Having regard both to the similarity and variety of agencies and employees subject to this Enterprise Agreement, and the discretionary decision-making amongst agencies and employees, there is no obligation to apply to another agency nor employees in another agency, a process entitlement or practice that has been provided or adopted at the discretion of an agency or adopted by employees in another agency.

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 Act 2009</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
"agency"	Means an agency referred to in clause 4.2;
"all purposes"	Means that if an allowance is described as being payable for all purposes that it is included in the calculation of penalties and entitlements prescribed in this enterprise agreement or relevant award, including overtime and penalty rates and periods of paid leave such as annual leave, paid maternity and adoption leave, long service leave, retention leave, sick leave and public holidays.
"approval"	Means approval by the South Australian Employment Tribunal;
"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 or a person authorised to act in the name 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 (including a person acting there as), or the delegate or person authorised to act in the name thereof; and any reference to a chief executive will be taken as including a delegate thereof or an authorised person unless otherwise expressly stated;
"Commissioner's Standard"	Means a Standard made, varied or substituted for by the CPSE 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 CPSE under the <i>Public Sector Act 2009</i> ;
"CPSE"	Means the Commissioner for Public Sector Employment, delegate or person authorised to act in the name thereof, or person holding or acting in the position of Commissioner for Public Sector Employment;
"employer"	Means the applicable employer bound by this Enterprise Agreement, or the delegate or person authorised to act in the name thereof;
"employee"	Means an employee bound by this Enterprise Agreement;
"employee representative"	Includes an association, as defined above;
"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;
"salaried" and "salary"	Means an employee who is paid, and the monetary amount prescribed as, a salary or rate of pay specified in Appendix 2: Salaries and Wages;
"this Enterprise Agreement"	Means the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017;
"SAET"	Means the South Australian Employment Tribunal;
"Voluntary Flexible Working"	Means a working arrangement of a type dealt with in Commissioner's Standard 3.1 (as amended from time to time)

Arrangement” and “VFWA”	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 2013</i> or the <i>South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011</i> (or applicable successor/s thereof), 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. To remove any ambiguity or uncertainty, should the Award(s) be varied in respect to Clause 41 Injury and Income Protection in this Agreement, the Award provisions will prevail where such provisions are superior to this Agreement.
- 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 3 Saved Clauses and Appendix 4 Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 3 and Appendix 4 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 3 and Appendix 4, 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 3 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 4 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 and other instruments made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 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, and unless otherwise indicated (expressly or implied), the use of the singular will include the use of the plural and vice versa.

4. PARTIES BOUND

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers (and successors); associations (and successors) and employees:
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of salaried public sector employees bound by this Enterprise Agreement;
- 4.1.2 Public Service Association of South Australia Inc. (PSA) and Community and Public Sector Union (CPSU), SPSF Group SA Branch;
- 4.1.3 Media, Entertainment and Arts Alliance (MEAA);
- 4.1.4 Electrical Trades Union of Australia, South Australian Branch
- 4.1.5 The Plumbers & Gas Fitters Employees Union of Australia – Adelaide Branch
- 4.1.6 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 2: Salaries and Wages (but excluding persons described in clause 4.3); and
- 4.2 Agencies
- 4.2.1 Agencies that are administrative units pursuant to the *Public Sector Act 2009*, including:
- Attorney-General's Department
 - Auditor-General's Department
 - Child Protection, Department for
 - Communities and Social Inclusion, Department for
 - Correctional Services, Department for
 - Defence SA
 - Education and Child Development, Department for
 - Electoral Commission of South Australia
 - Environment, Water and Natural Resources, Department of
 - Environment Protection Authority
 - Health and Ageing, Department for (including incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*)
 - Office of Green Industries SA
 - Planning, Transport and Infrastructure, Department of
 - Premier and Cabinet, Department of the
 - Primary Industries and Regions, Department of
 - State Development, Department of (includes Investment Attraction South Australia)
 - South Australian Mental Health Commission
 - South Australian Police Department
 - Treasury and Finance, Department of (includes Parliamentary Budget Advisory Service)
 - Office of Venue Management
 - Any other administrative unit as may be established from time to time pursuant to the *Public Sector Act 2009*.
- 4.2.2 Other Agencies:
- Carclew Incorporated
 - Courts Administration Authority
 - Dairy Authority of South Australia
 - Education and Early Childhood Registration and Standards Board of South Australia
 - History Trust of SA
 - Legal Services Commission of SA
 - Lifetime Support Authority
 - Lotteries Commission of South Australia
 - Office of the Legal Profession Conduct Commissioner
 - 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

- TAFE SA
 - Teachers Registration Board
 - Urban Renewal Authority trading as Renewal SA
 - And such additional “Other Agency/ies” as may from time to time during the life of the Enterprise Agreement be included herein with the approval of the SAET.
- 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 Act 2009* (or predecessor Act) 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 South Australian Executive Service level 1 (unless the employee is employed to perform duties, or in a position, that has a classification specified in Appendix 2: Salaries and Wages);
 - 4.3.3 Subject to an Award or agreement pursuant to the *Fair Work Act 2009* (Cth);
 - 4.3.4 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 4.16 of the Police Officers Award);
 - 4.3.5 Whose remuneration is fixed pursuant to the *Remuneration Act 1990*;
 - 4.3.6 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
 - 4.3.7 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DECS) Award;
 - 4.3.8 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award;
 - 4.3.9 As Firefighters employed by the South Australian Metropolitan Fire Service;
 - 4.3.10 As Hourly Paid Instructors;
 - 4.3.11 As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Education Staff) Interim Award;
 - 4.3.12 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
 - 4.3.13 As Ministerial Contract Employees;
 - 4.3.14 As Nurses or as Midwives;
 - 4.3.15 As Personal Assistants to Members of Parliament;
 - 4.3.16 As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
 - 4.3.17 As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
 - 4.3.18 As School Bus Drivers in the Department for Education and Child Development;
 - 4.3.19 As School Services Officers;
 - 4.3.20 As Statutory Office Holders;
 - 4.3.21 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
 - 4.3.22 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
 - 4.3.23 As an employee who is subject to the SA Ambulance Service Enterprise Agreement 2011 (or successor), including an “administrative non-operational employee” for the period of having elected to opt-in to that Agreement pursuant to clause 35 thereof;
 - 4.3.24 As a weekly paid employee covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2013 (or successor);

- 4.3.25 As a weekly paid employee covered by the South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011 (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 3 are “saved clauses” from superseded Enterprise Agreements. Each Part of Appendix 3 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. MODERNISATION OF AGREEMENT

- 6.1 The parties commit to modernise this Agreement over the life of the Agreement, in preparation for the negotiations for a successor Agreement.
- 6.2 During the term of this Agreement, the Office for the Public Sector (or its successor) will prepare a revised version of the Agreement, with the following objectives:
- 6.2.1 Developing an Agreement that is easier for all persons who use the Agreement to use and understand;
- 6.2.2 in so far as practicable, having terms and conditions of employment recorded in a single instrument;
- 6.2.3 maintaining current terms and conditions of employment;
- 6.3 The Office for the Public Sector will commence work on preparing a revised Agreement within the first 3 months of the approval of this Agreement.
- 6.4 Preparation of a revised, consolidated Agreement will be undertaken in a collaborative manner.

7. HOURS

- 7.1 Clauses will be developed that deal more comprehensively with terms and conditions in relation to hours of work (such as terms and conditions dealing with standard working hours, ordinary time, overtime and shift work) as an immediate priority and with the objective of agreeing new clauses dealing with these issues within 3 months of the approval of this Agreement. If the parties agree about the wording of new clauses, they will be at liberty to apply to vary this Agreement in order to introduce these clauses into the Agreement.
- 7.2 To remove any uncertainty or ambiguity in the operation of this clause, the parties to this Agreement may make, with the agreement of other parties, an application to the SAET to amend this Agreement to include any agreed clauses.

8. SALARY AND WAGE ADJUSTMENTS

- 8.1 This clause refers to the salary schedules appearing in Appendix 2: Salaries and Wages.

SALARY INCREASES

- 8.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 2: Salaries and Wages which provides for salaries which will operate from the first full pay period (ffpp) to commence on or after the dates specified (the “applicable date”), namely:
- 1 October 2017;
1 October 2018 and
1 October 2019 respectively.

- 8.3 The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Enterprise Agreement.
- 8.4 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.
- 8.4.1 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.
- 8.4.2 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.
- 8.5 Where applicable, a reference in Appendix 2: 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 SAET approves this Enterprise Agreement.

INCREMENTAL PROGRESSION

- 8.6 An employee will progress to the next increment as currently occurs (‘their expected increment date’) unless, in the course of implementing an agency’s performance management and/or development system (however described), the employee is assessed either as not performing at a satisfactory level (i.e. the work being performed or produced is not commensurate with the level, quality and timeliness required from the duties (or position)); or as not meeting performance standards. For the purposes of this clause, this assessment is referred to as ‘the initial assessment’.
- 8.6.1 An employee will be entitled to at least three calendar months prior notice (written or email) of the initial assessment as per clause 8.6 and may, within one month, request either a reassessment or a review of the assessment, which is to be concluded by not later than one month prior to their expected increment date.
- 8.6.1.1 If upon a reassessment or review the employee is assessed either as performing at a satisfactory level or as meeting performance standards, the employee will not be impeded from progressing to the next increment level.
- 8.6.2 If pursuant to this clause an employee does not progress to the next increment level, the employee will work with the agency with the object of improving their performance to at least a satisfactory level during the ensuing six months after the initial assessment (and thereafter as may be applicable).
- 8.6.3 During the six months after the initial assessment, an employee may, at not less than three monthly intervals, request to be reassessed.
- 8.6.4 If, during six months after the initial assessment, an employee is assessed as:
- 8.6.4.1 Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the six calendar month anniversary after what would otherwise have been their expected incremental date; or
- 8.6.4.2 Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 8.6.5 If, more than six months after the initial assessment, an employee is assessed as:
- 8.6.5.1 Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the twelve month anniversary after what would otherwise have been their expected incremental date; or
- 8.6.5.2 Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 8.6.6 An employee who does not progress to the next increment level consequent on an assessment during the first twelve months after what would otherwise have been their expected incremental date, may request a reassessment at not less than six monthly intervals. If assessed as performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the subsequent

applicable anniversary of what would otherwise have been their incremental date in that year, otherwise the employee will not progress.

- 8.6.7 In this clause “performance standards” means achieving performance targets or work output applicable to the employee; behaviour in accordance with the public sector code of conduct; actively participating in an agency’s performance management and/or development system (however described); and applying learning and development.
- 8.6.8 This clause does not apply to an age or qualification based increment and is not intended to preclude a process that may occur pursuant to the *Public Sector Act 2009*.

9. SALARY PACKAGING ARRANGEMENTS

- 9.1 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.
- 9.1.1 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 Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
- 9.1.2 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.
- 9.1.3 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 Enterprise Agreement 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.

10. COMMITMENT TO ONGOING EMPLOYMENT

- 10.1 Ongoing employment is the primary form of public sector employment.
- 10.2 When an employee has been engaged as a trainee in accordance with the *Training and Skills Development Act 2008* and has successfully completed their Contract of Training, has satisfactory performance appraisals throughout their employment and upholds the public sector values, the employee will become an ongoing employee pursuant to section 45(2)(a) of the *Public Sector Act 2009* from the date of completion of the Contract of Training at the ASO2 classification level or equivalent.
- 10.3 When an employee has been engaged as a graduate and has successfully completed their study component, has satisfactory performance appraisals throughout their employment and upholds the public sector values, the employee will become an ongoing employee pursuant to section 45(2)(a) of the *Public Sector Act 2009* from the date of completion of the study component at the ASO2 classification level or equivalent.
- 10.4 The Chief Executive or delegate must provide formal confirmation of this change of engagement to the employee.

11. REDEPLOYMENT, RETRAINING AND REDUNDANCY

- 11.1 Terms and conditions in relation to Redeployment, Retraining and Redundancy are contained in Appendix 1 of this Enterprise Agreement.
- 11.2 The parties acknowledge that this Agreement is made and entered into on the basis that the Redeployment, Retraining and Redundancy scheme as detailed in Appendix 1 applies to agencies and employees covered by this Enterprise Agreement.
- 11.3 The parties to this Enterprise Agreement agree that the Redeployment, Retraining and Redundancy scheme as detailed in Appendix 1 may be supported by a CPSE Determination in relation to Appendix 1. Where an agency is not usually bound by a CPSE Determination it will adopt that Determination as policy to apply to employees covered by this Enterprise Agreement.

12. LEAVE PROVISIONS

- 12.1 This Enterprise Agreement is made and entered into on the express basis that the remuneration and conditions of employment contained in CPSE's Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave will apply to the parties bound as defined in Clause 4 of this Enterprise Agreement, except where dealt with elsewhere in this Enterprise Agreement.
- 12.2 To the extent of any inconsistency, the terms of the Enterprise Agreement will take precedence over the terms of CPSE's Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave.

13. WORKLIFE FLEXIBILITY

VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 13.1 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.
 - 13.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
 - 13.1.2 A Chief Executive will consider an employee's request to participate in a VFWA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances.
 - 13.1.3 This clause applies for the period an employee participates in a VFWA.
 - 13.1.3.1 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 VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
 - 13.1.3.2 Where an employee is participating in a Purchased Leave type of VFWA, 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.
 - 13.1.3.3 Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. 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.
 - 13.1.3.4 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

- 13.2 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 13.3 This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the SAET of this Enterprise Agreement.
 - 13.3.1 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) (the "applicable maximum period"). "Adopted child" means a child under 16 years of age.

- 13.3.2 An employee who, at the time of commencing 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 twenty (20) weeks (the “applicable maximum period”).
- 13.3.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- 13.3.3.1 The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee’s child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
- 13.3.3.2 An employee will be entitled to the applicable maximum period, paid at the employee’s ordinary rate of pay (including allowances that are expressed as being payable ‘for all purposes’ but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 13.3.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- 13.3.4.1 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
- 13.3.4.2 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 (including allowances that are expressed as being payable ‘for all purposes’ but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
- 13.3.4.3 A combination of 13.3.4.1 and 13.3.4.2.
- 13.3.5 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).
- 13.3.6 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.
- 13.3.7 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is an employee of the same agency as the employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by the same agency), the period of paid maternity, adoption leave (as applicable) may be shared by employees, provided that the total period of paid maternity, 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. Parents who are employees of the same agency but are covered by different enterprise agreements may only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity or adoption leave in respect of a child/ren).
- 13.3.8 The parties acknowledge that the conditions outlined in this clause will operate in addition to the federal parental leave scheme currently in operation.

TRANSFER TO A SAFE JOB

- 13.4 If in the opinion of a legally qualified medical practitioner:
- a) illness or risks arising out of the pregnancy; or
- b) hazards connected with the work assigned to the employee
- make it inadvisable for the employee to continue her present work, the employee must, if the Chief Executive considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 13.4.1 If the transfer to a safe job is not considered practicable, the employee is entitled, or the Chief Executive may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 13.4.2 Leave under this sub clause 13.4 will be treated as (no safe job) leave in addition to any other entitlement to paid parental leave under the terms of sub clause 13.2.
- 13.4.3 An employee who has completed 12 months' effective service is entitled to paid no safe job leave under this clause.
- 13.4.4 An employee who has not completed 12 months' effective service is entitled to unpaid no safe job leave.
- [note: the meaning of 'effective service' is dealt with in CPSE Determination 3.1 which is referred to in clause 12 *Leave Provisions* of this Enterprise Agreement],

RETURN TO WORK FROM MATERNITY AND ADOPTION LEAVE ON A PART TIME BASIS

- 13.5 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part time arrangement will be as agreed between the relevant Chief Executive and the employee.
- 13.5.1 The following conditions apply to an employee applying to return on a part time basis:
- 13.5.1.1 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.
- 13.5.1.2 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 the employee's pre-maternity or pre-adoption leave basis (whether that was full time or otherwise) or seeks to continue to be employed on the same part time basis as agreed in accordance with clause 13.5 or another agreed part time basis.
- 13.5.1.3 An employee who has returned from maternity or adoption leave on a part-time basis as agreed in accordance with clause 13.5 has the right to request to revert to employment on the employee's pre-maternity or pre-adoption leave basis (whether that was full-time or otherwise) prior to the expiry of the agreed period of the part-time work arrangement.
- 13.5.1.4 The Chief Executive shall consider the request having regard to the employee's circumstances and may only refuse the request on reasonable operational grounds.
- 13.5.1.5 If having returned from maternity or adoption leave to part time work as agreed in accordance with clause 13.5, an employee seeks a further period of paid maternity or adoption leave prior to the relevant child's second birthday, the paid maternity or adoption leave entitlements for this further period of leave will be calculated on the employee's pre-maternity or pre-adoption leave basis (whether that was full time or otherwise) and substantive level.
- 13.5.1.6 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.
- 13.5.1.7 If an agency (as prescribed in clause 4.2) has less than 100 (FTE) employees, a minimum of 12 weeks will apply instead of the 6 weeks prescribed in this sub-clause.
- 13.5.2 An employee who has returned to work from parental leave has the right at any time to request the Chief Executive to allow the employee to work on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- 13.5.3 The Chief Executive shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

EMPLOYEES WHO ARE BREASTFEEDING

- 13.6 Employees who are breastfeeding shall be provided with the facilities and support necessary to enable them to combine the continuation of breastfeeding with their employment, unless it can be established it is not practicable to do so.
- 13.6.1 Agencies will provide employees a flexible paid time working schedule in order to breastfeed or use alternative arrangements including expressing breast milk or bottle feeding their child.
- 13.6.2 Agencies will provide access to an appropriate clean, hygienic and private space to undertake these activities.
- 13.6.3 The parties recognise that the needs of each parent and child will vary and the provision of the facilities and supports arising from the clauses above will vary according to those needs, as will the duration for the provision of these facilities and supports.

PAID PARTNER LEAVE

- 13.7 Subject to this clause, an employee (other than a casual employee) is entitled to take up to two calendar weeks (i.e. ten working days) (*pro rata* for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within three months of the birth or adoption of the child/ren.
- 13.7.1 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 13.7.2 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

FAMILY CARER'S LEAVE

- 13.8 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a de facto 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.
- 13.8.1 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.
- 13.8.2 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.
- 13.8.3 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

- 13.9 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.
- 13.9.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 13.9.2 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.
- 13.9.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

- 13.9.4 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 CPSE or the employee's agency.
- 13.9.5 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.
- 13.9.6 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

- 13.10 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.
- 13.10.1 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.
- 13.10.2 The employee ordinarily uses public transport.
- 13.10.3 Travel is by the most direct or appropriate route.
- 13.10.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.
- 13.10.5 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.

14. DOMESTIC AND FAMILY VIOLENCE

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

FLEXIBLE SAFE WORKING ARRANGEMENTS AND LEAVE

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

ACCESS TO SPECIAL LEAVE WITH PAY ENTITLEMENT FOR DOMESTIC AND FAMILY VIOLENCE

- 14.3 It is entirely the choice and the right of the employee to access up to 15 days' Special Leave With Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.
- 14.4 The parties acknowledge the CPSE has issued a Guideline in relation to this matter.

WORKPLACE PERFORMANCE AND CONDUCT

- 14.5 Experiencing domestic/family violence may have an adverse effect on an employee's workplace performance or conduct.
- 14.6 At any time, the employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their

workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.

- 14.7 Where the employer becomes aware of an employee's personal circumstances, they are to take this information into account in any assessment of that employee's workplace performance or conduct.

15. WORKLOAD MANAGEMENT

PROTECTION FROM UNREASONABLE WORKLOADS

- 15.1 The parties acknowledge that the workload for individual employees or a group of employees in a workplace (work group) must not be excessive, unreasonable or unsustainable.
- 15.2 Any proposed review or proposed workplace change must include as part of consultation, an assessment of the potential impact on workloads for individual employees or a work group in a workplace and measures proposed to manage such impacts. The intent of managing impacts must be to minimise the risk of unreasonable workloads.
- 15.3 The parties recognise that effective management of workloads must be undertaken in an ongoing manner, irrespective of any proposed review or proposed workplace change.
- 15.4 If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work or an employee is unable to access accrued recreation leave as a result of workload (as distinct from operational requirements), the individual, group of individuals, or association concerned may first raise the work allocation with local management.

LOCAL WORKLOAD CONSULTATIVE FORUMS

- 15.5 The purpose of Local Workload Consultative Forums (LWCF) is to facilitate consultation on issues about existing workloads or possible workload change and the monitoring of impacts resulting from such change.
- 15.6 A Local Workload Consultative Forum may be established as a subcommittee reporting to an Agency consultation forum.
- 15.7 Where it is not practicable for consultation on local workload matters to be conducted through existing Agency consultation forums (e.g. ILF, IRC) a specific LWCF may be established.
- 15.8 A LWCF is to comprise members of a work group, local management and association representation where requested.
- 15.9 An individual employee or a work group may request the establishment of a LWCF, and if agreed, the LWCF will be established within 4 weeks of the request.
- 15.10 The activities of the LWCF in the area of workload management may include, but not be limited to, the following:
- i. To identify issues affecting local workload management;
 - ii. To make recommendations about specific workload issues referred by employees or an association;
 - iii. To develop strategies to improve immediate and longer term workload issues;
 - iv. To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the relevant workplace health and safety committee;
 - v. To monitor the impacts on workloads when workplace change occurs, and make recommendations on the management of potential workload issues affecting an individual employee or a work group.

WORKLOAD GRIEVANCE AND DISPUTE RESOLUTION

- 15.11 Workload issues which may give rise to a grievance or dispute may in the first instance be reviewed by a LWCF. However, reference to a LWCF is not a requirement of the dispute resolution process.

- 15.12 A grievance or dispute concerning workload will be handled as follows:
- 15.12.1 The employee/s or their association representatives will notify the manager in writing of the workload issue/s giving rise to the grievance or dispute.
- i. The manager will initiate discussion with the employee/s within 24 hours of the notification.
 - ii. If the grievance or dispute is not resolved, discussion will occur between the employee/s, employee/s association representative, the employee/s manager and the relevant Director within 48 hours.
- 15.12.2 If the grievance or dispute remains unresolved a record of the foregoing discussions shall be forwarded to the Chief Executive, within 48 hours, who may issue directions which identify how workloads can be managed without creating unreasonable workloads. If the grievance or dispute remains unresolved, the dispute or grievance may be referred to the South Australian Employment Tribunal (SAET).
- 15.12.3 The SAET may deal with the dispute or grievance in two stages:
- i. The SAET will first attempt to resolve the dispute or grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation about the dispute or grievance, its resolution and/or the status quo; and
 - ii. If the SAET is unable to resolve the dispute or grievance at the first stage, the SAET may then:
 - arbitrate the dispute or grievance; and
 - make a determination that is binding on the parties to the dispute or grievance.
- Note: If the SAET arbitrates the dispute or grievance, it may also use the powers that are available to it under the *Fair Work Act 1994*.
- 15.12.4 A decision that the SAET makes when arbitrating a dispute or grievance is agreed by the parties as being a determination for the purpose of Div 4 of Part 3 of Chapter 5 of the *Fair Work Act 1994*. Therefore, an appeal may be made against the decision.

16. OVERTIME SALARY

- 16.1 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.
- 16.1.1 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
Correctional Officer	CO-7
Dental Officer	DO-1
Medical Physicist	MPH-2

17. ON-CALL/RECALL

- 17.1 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 including in relation to overtime.

[note: clause 6.1.8 of the SAPSSEI Award applies in relation to these matters]

17.2 On-Call Allowances

17.2.1 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:

On-call Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday - Friday	\$31.45	\$32.15	\$32.90	\$33.65

17.2.2 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:

On-call Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Weekends/Public Holidays/Rostered Days Off	\$55.00	\$56.25	\$57.55	\$58.85

17.2.3 If an employee is rostered on-call:

- a) For a continuous period that spans and includes both 'a night time' during Monday – Friday and an immediately following (full day) public holiday; or
- b) Of 'a night time' during Monday – Friday that is a 'part-day public holiday',
 - (i) the on-call allowance in sub- clause 17.2.2 will apply to the 'night time' (i.e. instead of the rate in sub- clause 17.2.1),
 - (ii) For example: (a) If a public holiday falls on a Wednesday and the employee is rostered on-call for both the Tuesday night time and the full public holiday, the employee will be entitled to the public holiday on-call rate for the Tuesday 'night time' period. (b) If a 'part-day public holiday' (refer: amended Holidays Act 1910) falls on a Monday and an employee is rostered on-call for that night time, the employee will be entitled to the public holiday rate.

17.3 On-Call Conditions

17.3.1 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.

17.3.2 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.

17.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.

17.3.4 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).

17.3.5 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.

17.4 Recall to Work

- 17.4.1 Subject to 17.4.3 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.
- 17.4.2 Subject to 17.4.3 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.
- 17.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 17.4.1 and 17.4.2 is in accordance with Clause 16 Overtime Salary.
- 17.4.4 Despite the provisions of 17.4.3, the CPSE 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.
- 17.4.5 All employees who travel to work as a result of receiving a recall to work will be:
- 17.4.5.1 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
- 17.4.5.2 Permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- 17.4.5.3 Permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

18. NIGHT SHIFT PENALTY

- 18.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clauses 6.5.2.1 and 13.6.3 of the S.A. Public Sector Salaried Employees Interim Award and clause 6.3.1.2 of the Medical Scientists (South Australian Public Sector) Award.

19. WORK HEALTH AND SAFETY

- 19.1 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.
- 19.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- 19.2.1 Improve workplace health and safety;
- 19.2.2 Improve return to work performance; and
- 19.2.3 Reduce human and workplace costs of injury or illness.
- 19.3 The parties will work towards achieving and maintaining applicable work 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.
 - Implementation and continuous improvement of monitoring and reporting systems.
 - Development 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.
- 19.4 The employer acknowledges the benefits both to the organization and individual employees gained through employees having a balance between their work and personal life.
- 19.4.1 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.
- 19.4.2 The employer and agencies recognise that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work, health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.
- 19.4.3 A Chief Executive may require an employee to work overtime:
- 19.4.3.1 If work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Chief Executive; or
- 19.4.3.2 If, due to an emergency or immediate service delivery need, it has not been possible to provide reasonable notice.
- 19.4.4 If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work or an employee is unable to access accrued recreation leave as a result of work load (as distinct from operational requirements), the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Chief Executive. The review will address the employees' concerns and identify how workloads can be managed without creating unreasonable workloads.
- 19.5 Agencies will provide associations and relevant unions with a report identifying current Health and Safety Representatives in workplaces. The report will be updated annually and as requested throughout the life of the Agreement. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.

MENTAL HEALTH FIRST AID TRAINING

- 19.6 The parties agree that a program to provide mental health first aid training to employees covered by this Enterprise Agreement will be established within five months of approval of this Enterprise Agreement.
- 19.6.1 The employer will facilitate the participation of employees (up to the total number of Health and Safety Representatives (HSR) and First Aid Officers at the workplace) in two-day accredited Mental Health First Aid (MHFA) training programs at the employer's expense.
- 19.6.2 HSRs and First Aid Officers will be given priority to participate in the MHFA training, where appropriate.
- 19.6.3 Public sector agencies will facilitate the release of participating employees to attend the MHFA training, subject to operational and business requirements, including employees from regional and remote locations.
- 19.6.4 The training of participating employees under this provision is to be completed within the life of this Enterprise Agreement.
- 19.6.5 Participating employees must be released to participate in the training as soon as practicable following their selection to undertake the training, subject to operational and business requirements.

20. TRAINING AND DEVELOPMENT

- 20.1 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).

- 20.2 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.
- 20.3 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 CPSE (or other such guidelines as may be issued by an agency).
- 20.4 Mobility and Secondments
 - 20.4.1 The parties acknowledge the potential development opportunities for:
 - 20.4.1.1 Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
 - 20.4.1.2 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.

21. PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF PROFESSIONAL REGISTRATION/ACCREDITATION

- 21.1 An employee classified as an AHP; DSO; GFSc; LE; LEC; LSC; MeS; MPH; PO, or other employee for whom an appropriate professional qualification is specified by the employing public sector agency as a minimum essential qualification for the performance by the employee of the duties for which he or she is employed, will be entitled to reimbursement of the reasonable cost of professional development expenses incurred during their employment, provided that:
 - 21.1.1 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
 - 21.1.2 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.
- 21.2 Reimbursement will not apply:
 - 21.2.1 if the employee does not successfully complete the relevant professional development; or
 - 21.2.2 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
 - 21.2.3 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.
- 21.3 An employee is also entitled to:
 - 21.3.1 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; and
 - 21.3.2 if the employee's headquarters are more than 100km by road (including ferry) from the Adelaide GPO ("regional employee"):
 - (a) one day of travelling time each year, if the regional employee's headquarters is more than 100 km by road (including ferry) from the Adelaide GPO and it is necessary for the employee travelling more than 100 km by the safest direct road (including ferry) route from the employee's headquarters;

(b) two days of travelling time each year if the regional employee's headquarters is more than 200 km by road (including ferry) from the Adelaide GPO and it is necessary for the employee to travel more than 200 km by the safest road (including ferry) route from the employee's headquarters.

22. PROFESSIONAL DEVELOPMENT - APPLYING FOR REIMBURSEMENT OF COSTS

22.1 This clause applies to applications for reimbursement of costs and leave as described in clause 21 and also to applications for reimbursement and leave for professional development where the nature of the employees' duties and responsibilities is such that the employee needs to remain familiar with developments in their professional field in order to carry out those duties and responsibilities.

22.2 An employee who wishes to apply for:

(a) reimbursement of the costs of, or associated with, professional development (whether in full or part) such as attendance at a course, conference or seminar (a "Professional Development Event");

(b) reimbursement of the costs of membership of a professional association (whether in full or part); or

(c) leave to attend a Professional Development Event;

should submit a request as early as practicable with any information that the employer reasonably requires, such as details of the nature, dates and costs of the professional development event, relevance of the program to the employee's work, and what if any contribution the employee proposes to make to those costs.

22.3 The employer must respond in writing to any request under clause 22.2 as soon as practicable and in any event within 3 months, with brief reasons.

22.4 If:

(a) the employer has approved an employee's participation in a Professional Development Event in circumstances where the employee has agreed to contribute to the costs of participating in it; and

(b) the employee is instructed by the Employer not to attend the Professional Development Event;

the Employer must reimburse any costs that the employee has incurred (but limited to travel, accommodation and conference fees) and which formed part of the relevant request.

22.5 This clause does not detract from the operation of clause 20 Training and Development.

23. WORKPLACE FLEXIBILITY

23.1 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).

WORKPLACE FLEXIBILITY PROPOSAL

23.2 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").

23.2.1 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.

- 23.2.2 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 CPSE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
- 23.2.3 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.
- 23.2.4 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").
- 23.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 4 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.

PERSONAL FLEXIBILITY AGREEMENTS

- 23.3 An individual employee and Chief Executive of an agency may mutually and voluntarily agree to make a written "Personal Flexibility Agreement" that will apply in accordance with this clause.
- 23.3.1 The employee and Chief Executive of an agency must agree that there is mutual advantage in making such agreement (i.e. they each consider themselves better off overall having regard to this enterprise agreement and applicable award (considered as a whole)).
- 23.3.2 The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this Enterprise Agreement (other than this clause) and/or applicable award and will not operate for a period/s that extend/s beyond the life of this Enterprise Agreement.
- 23.3.3 A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the Chief Executive and employee.
- 23.3.4 A Personal Flexibility Agreement may, for example, provide for a personal arrangement as to the hours within which work is to be performed (whether at ordinary or penalty rates); configuration of working hours; and/or an all-inclusive or 'loaded' salary (that may have regard to eg. out of ordinary hours; split working day arrangement; personal configuration for hours work; on-call and/or recall; availability and/or work performed out of hours whether at a workplace or by telephone and/or electronic means; annualised salary having regard to working arrangement and/or anticipated out of hours work; the particular nature of the work being performed; or otherwise). Other than in relation to personal details, the content of a Personal Flexibility Agreement will not be confidential.
- 23.3.5 A request by an individual employee to an agency for a Personal Flexibility Agreement is not a breach of the no extra claims clause and an agency is not required to accede to such request (i.e. it is wholly voluntary on the part of each of the employee and agency). Despite any other clause of this Enterprise Agreement, a decision by an employee or an agency to not consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review.
- 23.3.6 In this clause, "individual employee" means an employee:
- 23.3.6.1 whose salary is not less than the equivalent of step 1 of ASO6 (irrespective of classification stream); or

- 23.3.6.2 who has not less than 10 years experience in the occupation or duties for which the employee is employed (whether gained within or outside the public sector); or
- 23.3.6.3 who is employed in a discrete function or occupation/profession for which personalised flexibility is considered both by the employee and the chief executive as being mutually beneficial.

24. RECLASSIFICATION DATE

- 24.1 Where an employee applies for reclassification and is successful, the operative date for reclassification will be the date of lodgement of the application.

25. FLEXTIME

- 25.1 Application of Flexitime
 - 25.1.1 Flexitime is a flexible arrangement of working time, which allows employees to negotiate how, and when hours will be worked within agreed limits and conditions. Flexitime arrangements apply where agreed between an employee and their employer at the workplace.
 - 25.1.2 Flexitime arrangements do not increase or reduce the total number of ordinary hours that must be worked by an employee.
- 25.2 Accrual and Taking Flexitime
 - 25.2.1 An employee cannot lose, or forfeit, accrued flexitime.
 - 25.2.2 An employee must take the entitlement of accrued flexitime at a time agreed with the employer.
 - 25.2.3 Where an employee has accrued more than the allowable flexitime credit in an accounting period, the employer will provide an opportunity for the employee to reduce their flexitime credit to within the allowable amount during the following accounting period.
 - 25.2.4 Employers and employees may agree to defer the opportunity to take accrued flexitime above the allowable amount to suit an identified specific workplace need.
 - 25.2.5 In any event the accrued time must be taken within three accounting periods. After this time, the employer may direct the employee to take the accrued flexitime.
 - 25.2.6 Where an employee has not been given the opportunity to reduce their flexitime credit in accordance with clause 25.2.3 above, the excess flexitime credit will be converted into payment. Such payment will be made at the ordinary rate of pay.

26. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- 26.1 An employee may request and, if agreed by the employer, take Time Off in Lieu of payment for overtime (except for travel outside normal working hours).
- 26.2 An agreement to take Time Off in Lieu of payment for overtime can be made before or after the overtime is worked.
- 26.3 Time taken as Time Off in Lieu of payment for overtime will be the same amount of time as the employee worked as Overtime.
- 26.4 This time will be recorded as it is accumulated, and taken off at a mutually agreed upon time.
- 26.5 An employee who is required to work outside their usual daily working hours on a public holiday will be paid at the rate of double time and a half or where the employee requests and the employer agrees, be granted Time Off in Lieu of payment for overtime equal to the hours worked and in addition receive payment at the rate of time and a half.
- 26.6 An employee may accrue Time Off in lieu of payment for overtime by:
 - i. Requesting Time Off in lieu of payment for overtime, whether before or after the overtime is worked, and with the agreement of the employer; or

- ii. Travel outside of normal working hours being taken as Time Off in lieu of payment for overtime under the terms of clause 8.1 of the SAPSSEI award.
- 26.7 An employee cannot lose accrued Time Off in Lieu of payment for overtime.
- 26.8 An employee must take the entitlement of accrued Time Off in Lieu of payment for overtime 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, an employee may accrue up to 10 days' Time Off in Lieu of payment for overtime into payment 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' Time Off in Lieu of payment for overtime.
- 26.9 Where an employee has been permitted to accrue Time Off in Lieu of payment for overtime in excess of 10 days and where the employee has applied to convert such Time Off in Lieu of overtime into payment, such payment will be made:
 - a) at the original overtime penalty rate for Time Off in Lieu of payment for overtime accrued under the terms of sub clause 26.6 (i); or
 - b) at the ordinary rate of pay for Time Off in Lieu of payment for overtime accrued under the terms of sub clause 26.6 (ii).
- 26.10 Nothing in this clause reduces an employee's entitlement under the terms of sub clause 6.1.7.2 of the SAPSSEI Award.
- 26.11 Where an employee ceases employment, the employee will be paid for any accrued Time Off in Lieu of payment for overtime in accordance with sub clause 26.9 (b).

27. MINIMUM HOURS OF ENGAGEMENT

- 27.1 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.
- 27.2 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.
- 27.3 Nothing in this clause affects the operation of clause 17 On-call/Recall, nor does this apply to an employee to whom Schedule 1.7 Interpreters and Translators applies.

28. EMPLOYEES ROSTERED OVER SEVEN DAYS PER WEEK

- 28.1 An employee who is regularly rostered to work on active duties in ordinary hours on Saturdays, Sundays and public holidays, accrues and is credited with recreation leave at the rate of the equivalent of 15.625 hours of recreation leave for each completed month of their service (equivalent to 25 working days per service year), provided that the employee works at least 20 Sundays and Public Holidays in a year.

29. PUBLIC HOLIDAYS

- 29.1 All time worked on Public Holidays, whether all or part of the employee's usual daily working hours, will be paid at the relevant Public Holiday rate of pay for that time worked on the public holiday.
- 29.2 Any time worked on a public holiday will count as a public holiday worked for the purposes of SAPSSEIA 6.2.1.1

LIMIT ON PUBLIC HOLIDAY WORK

- 29.3 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 (not counting a 'part-day public holiday') in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

PUBLIC HOLIDAYS – EMPLOYEES ROSTERED OVER 6 DAYS

- 29.4 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 (other than a 'part-day 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.
- 29.5 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.
- 29.6 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

- 29.7 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.
- 29.7.1 In relation to Clause 9.9 of the SAPSSEI Award, Appendix 7 prescribes arrangements for designating employees as "stood down" and thus not required to work on a particular public holiday (other than a 'part-day public holiday').

30. PERFORMANCE IMPROVEMENT

- 30.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 30.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 30.3 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:
 - 30.3.1 Facilitating ongoing improvements to service delivery and achievement of "best practice".
 - 30.3.2 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.
 - 30.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
 - 30.3.4 Facilitating the achievement of an agency's performance goals and performance measures.
 - 30.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
 - 30.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
 - 30.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 30.4 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 5 in relation to the implementation of any shared services initiatives.

31. MEDICAL SCIENTISTS – LEAVE

- 31.1 Clause 7.1.3 of the Medical Scientists (South Australian Public Sector) Award is to be read subject to the following:

- 31.1.1 An employee who:
- 31.1.1.1 Is a Toxicologist and is classified at MeS3 and above; or
- 31.1.1.2 After the commencement of this clause, becomes classified or is employed within the MeS classification stream at MeS3 and above,
- and is not required to perform out of hours work (other than in exceptional or emergency circumstances), is entitled to a grant of recreation leave as applies to Medical Scientists classified MeS2 and, if required to work out of hours in exceptional or emergency circumstances, is entitled to overtime applicable to Medical Scientists classified MeS2.

32. PAYMENT OF ADDITIONAL DUTIES

- 32.1 There is no minimum statutory requirement relating to the number of days that additional duties are to be performed in order for an employee to be paid an allowance for performing such duties, (i.e. a minimum of 5 days is not required to enable a payment to be made).
- 32.2. The following considerations are to be taken into account in determining whether an additional duties allowance is payable to an employee, and if so, what quantum of allowance is to be paid,
- (a) an employee is entitled to be paid for the work value of the duties they are required to perform;
 - (b) chief executives and delegates should consider each situation on a case-by-case basis having regard to the nature and responsibilities of the requisite duties, including whether or not the employee is required to exercise delegated authority;
 - (c) a reasonable estimated work value of the additional (higher) duties required to be performed by the employee;
 - (d) the extent to which some or all of the duties of an absent employee are being performed; are likely to be performed; or are shared or distributed amongst other employees;
 - (e) if some or all of the relevant duties are performed in the absence of another employee, the difference in remuneration payable to that employee and the normal substantive remuneration payable to the person directed to perform the additional (higher) duties; and
 - (f) the period during which the duties are to be performed.

33. NO EXTRA CLAIMS

- 33.1 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).
- 33.2 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.
- 33.3 Subject to this clause, the employer, employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they (jointly and severally) will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.
- 33.4 A proposal or request for or to make a Workplace Flexibility Agreement or a Personal Flexibility Agreement will not be considered as a claim or extra claim.
- 33.4.1 A State Registered Association is not precluded from making application pursuant to relevant provisions of section 72B of the *Fair Work Act 1994*.
- 33.4.2 The provisions of this clause do not preclude an application being made to the SAET to vary the Awards specified in clause 3.2 of this Agreement in respect of injury and income protection.

- 33.5 The provisions of this clause do not preclude by mutual agreement an application being made to the SAET to vary the Agreement in relation to the specified clauses below:
- Clause 7 Hours
 - Clause 39 Reviews
 - Clause 41 Income and Injury Protection for Work Injuries

34. CONSULTATIVE PROCESSES

- 34.1 The parties commit to the following consultative principles.
- 34.1.1 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. This includes consultation with the applicable union whose members are affected.
- 34.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 34.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 34.1.4 Workplace change, including any restructure/reorganisation (however described) that will affect employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 34.1.5 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.
- 34.1.6 In relation to significant issues of public sector wide reform, the CPSE will consult with "SA Unions" in accordance with the above principles.

COMMITMENT TO IMPROVED CONSULTATION PROCESSES

- 34.2 The Office for the Public Sector, the association and other relevant unions will work jointly to address concerns that they have about the effectiveness of consultation processes in the public sector in relation to matters affecting them.
- 34.3 Within three months of the date of approval of this Agreement, the Office for the Public Sector will:
- i. invite the association and other relevant unions to participate in a committee comprising representatives of the Office for the Public Sector, associations and other relevant unions, the purpose of which will be to jointly explore ways of addressing their concerns about consultation; and
 - ii. propose a working agenda for the committee for the next 6 months and for any further period that the committee considers appropriate.

35. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 35.1 These procedures aim 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 avoiding interruption to work performance and service delivery.

DISPUTE RESOLUTION

- 35.1.1 If a dispute relates to a matter arising under this Enterprise Agreement, this clause sets out procedures to settle the dispute, provided that a dispute about workload will be dealt with in accordance with sub-clause 15.12.
- 35.1.1.1 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 35.1.1.2 In the first instance, the parties to the dispute must try to resolve the dispute at the:

- a) Workplace level by discussions between the employee/s and relevant supervisor/s and/or management ('workplace discussions'); or
 - b) Agency level by discussions between the employee/s and/or their representative and, if applicable, the agency's workforce management representative ('agency discussions'), while maintaining the *status quo* existing immediately prior to the dispute (unless a *bona fide* health and safety issue is involved).
- 35.1.1.3 If workplace or agency discussions (as applicable) do not resolve the dispute, a party to the dispute may refer the matter to the SAET.
- 35.1.1.4 The SAET may deal with the dispute in two stages:
- i. The SAET will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation about the dispute, its resolution and/or the status quo; and
 - ii. If the SAET is unable to resolve the dispute at the first stage, the SAET may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties to the dispute.
- 35.1.1.5 *Note:* If the SAET arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 1994*.
- 35.1.1.6 A decision that the SAET makes when arbitrating a dispute is agreed by the parties as being a determination for the purpose of Div 4 of Part 3 of Chapter 5 of the *Fair Work Act 1994*. Therefore, an appeal may be made against the decision.
- 35.1.1.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- i. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - ii. an employee must comply with a direction given by the employer (or applicable agency) to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 35.1.1.8 The parties to the dispute agree to be bound by a decision made by the SAET in accordance with this clause.

ENFORCEMENT

- 35.1.2 If a union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the union may seek redress to the SAET in relation thereto.

36. MEAL BREAKS

- 36.1 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.
- 36.2 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.
- 36.3 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 (that is, upon completion of the fifth 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.
- 36.4 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.
- 36.5 For the purposes of this clause:
- 36.5.1 "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.
- 36.5.2 "authorised person" means a person who has authority to direct the manner in which, or the times during which, the employee is to work.
- 36.5.3 "TOIL" means time off in lieu of payment for overtime, which time cannot be lost if accrued pursuant to this clause.
- 36.5.4 "flexible working arrangement" includes a crib or paid meal break; TOIL; time credits; shortening of the work day; rostered day off, or similar.
- 36.6 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.

37. RIGHTS TO BE REPRESENTED AND ASSOCIATION RIGHTS

ASSOCIATION RIGHTS

- 37.1 A reference in this clause to "association" includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009* (Cth).
- 37.2 In addition to the rights and obligations contained in section 140 of the *Fair Work Act 1994* (SA), an official and/or officer of an association may enter workplaces for the following purposes connected with the work or industrial interests of members and potential members of that association:
- 37.2.1 To communicate with members and potential members.
 - 37.2.2 To represent employees in relation to any industrial matter in which they require representation.
 - 37.2.3 To deal with grievances and disputes and represent employees under any relevant grievance and dispute resolution procedure.
 - 37.2.4 To participate in consultative processes, including those established by legislation (e.g. *Public Sector Act 2009*) and industrial instruments including this Enterprise Agreement.
 - 37.2.5 To represent employees in meetings with the employer.
 - 37.2.6 To participate in induction processes/meetings for new employees of the employer.
- 37.3 The exercise of any right under this clause is subject to:
- 37.3.1 The provisions that apply under section 140 of the Act.

WORKSITE REPRESENTATIVES

- 37.4 A reference in this clause to “association” includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009* (Cth).
- 37.5 Advice of Appointment
- 37.5.1 Upon written advice to the relevant public sector agency from the Secretary of an association that one or more members have been appointed as association Worksite Representatives, the employer will recognise them as being accredited by the association as association Worksite Representatives.
- 37.6 Roles, Rights and Responsibilities
- 37.6.1 The parties acknowledge that Worksite Representatives:
- 37.6.1.1 have a legitimate role to play at work; and
- 37.6.1.2 need to balance their obligations as employees with their role as Worksite Representatives.
- 37.6.1.3 Managers and Worksite Representatives will treat each other with respect in accordance with the Code of Ethics for the South Australian Public Sector.
- 37.6.2 Subject to operational requirements, association Worksite Representatives are entitled to:
- 37.6.2.1 Reasonable paid time to participate in consultation and grievance and dispute resolution processes under the terms of this Enterprise Agreement and legislation, or in other consultative forums established by the employer.
- 37.6.2.2 represent the interests of members in discussions with management during paid time;
- 37.6.2.3 be provided with reasonable information about the workplace to assist them in performing their role;
- 37.6.2.4 reasonable time off work without loss of pay to assist in representing the interests of members in industrial tribunals;
- 37.6.2.5 reasonable time without loss of pay for the discussion of association matters with association officers and officials;
- 37.6.2.6 reasonable time off work without loss of pay to participate in the operation of their association, where the Worksite Representative holds an elected office in the association;
- 37.6.2.7 time off work to attend association education and training consistent with the trade union training leave provision in CPSE Determination 3.1 – Hours of Work, Overtime and Leave;
- 37.6.2.8 reasonable time off work without loss of pay to address new employees about the benefits of association membership at the time they enter employment;
- 37.6.2.9 to place association information on a dedicated association noticeboard in a prominent location in the workplace;

38. VARIATIONS

- 38.1 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.
- 38.2 The parties recognise that the Act permits the SAET to vary an Enterprise Agreement.
- 38.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 38.3.1 Consistent application within a particular agency of clauses identified at Appendix 3: Saved Clauses.
- 38.3.2 The implementation of a Workplace Flexibility Agreement.
- 38.3.3 Any other agreed changes within the agency.
- 38.4 For the purposes of facilitating variations in respect of particular agency/ies 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:

- 38.4.1 Is in respect of a part of, or a clause in a part of, Appendix 3; 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
- 38.4.2 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
- 38.4.3 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.

39. REVIEWS

- 39.1 The objects of the following reviews are for the parties to reach agreement on the outcomes of the reviews, achieve consistency and cost neutrality. These reviews will be conducted in keeping with the consultation obligations of this Agreement.
 - 39.1.1 The parties to this Enterprise Agreement agree that the CPSE will review the Operational Services Stream and the Professional Officers Stream classification material within twelve months of the approval of this Enterprise Agreement. The objective of this review is to modernise the classification streams, recognising the current work value of the Work Level Definitions and reflecting the CPSE Classification Standards.
 - 39.1.2 The parties to this Enterprise Agreement agree that the CPSE will review the classification structure of secure care employees at the Adelaide Youth Training Centre within twelve months of the approval of this Enterprise Agreement.
 - 39.1.3 The parties to this Enterprise Agreement agree that the CPSE will review the classification structure of employees in the Country Fire Service in recognition of the operational requirements of their duties within twelve months of the approval of this Enterprise Agreement.
 - 39.1.4 The parties to this Enterprise Agreement agree to review the classification structure of Administrative Stream employees in the Legal Services Commission within twelve months of the approval of this Enterprise Agreement.
- 39.2 Transition arrangements for Dental Therapists to the AHP stream will be reviewed and implemented in accordance with Appendix 1 of Appendix 6A of this Agreement.
- 39.3 The parties to this Enterprise Agreement agree that the CPSE will review the recognition and progression of Technical Grade Officers and Medical Scientists.
- 39.4 The parties to this Enterprise Agreement agree that the CPSE will review the work value and level of responsibility of Perfusionists against the Work Level Definitions for Allied Health Professionals as contained in this Agreement.
- 39.5 The parties to this Enterprise Agreement agree to review classification arrangements of Operational Services Stream employees working in SA Health against the new Allied Health Assistant Work Level Definitions and transition arrangements contained in Appendix 10 of this Enterprise Agreement with a view to transitioning employees as appropriate to the new classification stream.
- 39.6 The parties to this Enterprise Agreement will review early in the life of the Agreement (and no later than 6 months) options for workforce models for Allied Health employees, including consideration of the 'incorporated pathways' model.

40. ASO1 CLASSIFICATION AUDIT

- 40.1 The employer commits to audit all ASO1 employees who have completed 12 months service at the ASO1 level as at the date of approval of this Enterprise Agreement in order to determine whether it is more appropriate that they should be classified at the ASO2 level.
- 40.2 The audit process is set out below in sub clause 40.3 (Audit Process) and will be completed by 1 August 2018.

- 40.3 Audit Process
- 40.3.1 The duties of the ASO1 will be assessed against the Work Level Definitions of the SAPSSEI Award and the CPSE Classification Standards with a specific emphasis on assessing the duties against the definitions for 'close direction' and 'general direction'.
- 40.3.2 The relevant manager and HR representative must confer with the employee on the employee's assessment of the level of direction under which they work.
- 40.3.3 Where it is assessed that the employee is working at the ASO2 Level, the employee will be assigned to the ASO2 Level 1st increment effective from the date of approval of this Enterprise Agreement.
- 40.3.4 Where the relevant manager and HR representative cannot determine that the employee works under 'general direction':
- i. The relevant manager and HR representative will prepare a report to be submitted to the approved delegate.
 - ii. As one measure of the level of direction under which the employee currently operates, the report will include a statement of the number and classification level of all employees being supervised by that manager.
 - iii. The report and recommendation will be simultaneously provided to both the employee and the delegate.
 - iv. The delegate will afford the employee a reasonable period of time to make further representations direct to the delegate prior to a final determination being made.
- 40.4 Nothing in this clause precludes an employee from applying for a personal reclassification at any time.

41. ADDITIONAL INJURY AND INCOME PROTECTION FOR WORK INJURIES

- 41.1 The parties agree on the provision of income protection for injured employees as set out in Appendix 11 of this Agreement.
- 41.2 To remove any uncertainty or ambiguity in the operation of this clause, the parties to this Agreement may make, with the agreement of other parties, an application to the SAET to amend this Agreement to include final agreed terms reflecting the operationalisation of this additional injury and income protection. Further details of this provision can be found at Appendix 11.

42. TRANSITION ARRANGEMENTS

- 42.1 Where an employee becomes covered by this Agreement as a result of the agreement to not include the words found in Clause 4.3.3 of the predecessor Agreement, the following provisions will apply during the period of 6 months following approval:
- i. the employee's duties must be classified under the terms of the CPSE Determination 5 or as agreed between the parties;
 - ii. until the employee's duties are classified he or she will continue to be remunerated in accordance with the terms and conditions that applied before becoming covered by this Agreement;
 - iii. employees will receive no lower rate of pay than that which they received before becoming covered by this Enterprise Agreement;
 - iv. the employee's remuneration must be reviewed so that with effect from the date of approval, he or she receives no less than the remuneration payable under this Agreement.

43. RENEGOTIATION

- 43.1 Negotiations for a new Enterprise Agreement may commence no later than six months prior to the nominal expiry date of this Enterprise Agreement.

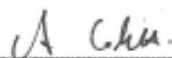
44. SIGNATORIES



Commissioner for Public Sector
Employment
(Under delegated authority on behalf of the
Chief Executive, Department of the Premier
and Cabinet as the declared employer of the
public employees pursuant to the Fair Work
(General) Regulations 2009
and for and on behalf of the Chief Executive,
Lotteries Commission of South Australia)

ERMA RANIERI

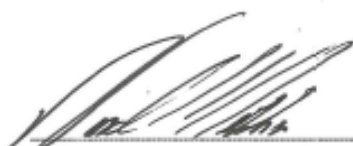
Name



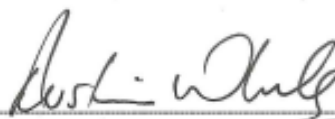
Witness Signature

ANGELA CORLETTI

Name



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



Witness Signature



Name

AUSTIN WHITE

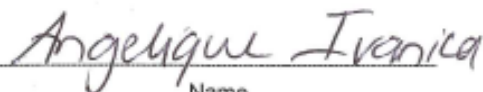
Name



Media, Entertainment and Arts Alliance



Witness Signature




Name

Aaron Connor

Name




Electrical Trades Union of Australia,
South Australian Branch and the
Plumbers & Gas Fitters Employees Union
of Australia – Adelaide Branch


Witness Signature

JOHN ADLEY CEPU SA BRANCH Renee Russell
Name Secretary Name


Ambulance Employees Association
(as an employee agent)


Witness Signature

Phil Palmer
Name

Rob Leamy
Name


Australian Education Union (SA Branch)
(as an employee agent)


Witness Signature

Howard SPRENGER
Name

LARA GOLDING
Name

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

[Signature]
Name

[Signature]
Witness Signature

PHILIP McMICHAEL
Name

A. E. [Signature]
Association of Professional Engineers,
Scientists and Managers Australia
(trading as Professionals Australia)
(as an employee agent)

[Signature]
Witness Signature

Sarah Andrews
Name

STEPHANIE GHELLER
Name

[Signature]
Psychologists Association of South
Australia
(as an employee agent)

[Signature]
Witness Signature

De Quenta Black
Name

Susan Lemon
Name

APPENDIX 1: REDEPLOYMENT, RETRAINING AND REDUNDANCY

1.1 ONE PUBLIC SECTOR

1.1.1 Appendix 1 - Redeployment, Retraining and Redundancy seeks to provide processes and protections for employees under consideration of being declared excess or who have been declared excess from the date of approval of this Enterprise Agreement. This Appendix recognises the importance of merit and the public interest, and providing fair process and natural justice for employees.

1.1.2 The parties recognise that the framework of redeployment, retraining and redundancy is set in the context of achieving Government policy, principles, responsibilities and the legislative requirements which apply to public sector agencies, chief executives and employees.

1.2 POLICY STATEMENT

1.2.1 A modern public service works together with citizens, business and communities to deliver results for South Australia.

- Public sector employees are high performing and adaptive to the evolving requirements of government and the public.
- As an employer of choice, the public sector provides opportunities and challenges to employees to adapt and develop; to deliver and serve; and to redeploy and retrain.
- SA Public Sector agencies defined by Clause 4.2 of this Enterprise Agreement are obliged to make reasonable endeavours to find suitable employment within the agency or other public sector employment for employees who have been declared excess. This Appendix outlines how agencies will give practical effect to this obligation.

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

1.3 PRINCIPLES

1.3.1 The parties to this Enterprise Agreement acknowledge the following principles that outline the core elements for redeployment, retraining and redundancy in the SA Public Sector. This Appendix may be supported by a Determination of the Commissioner for Public Sector Employment (CPSE)

1.3.2 The entitlement to redeployment, retraining and redundancy does not apply to employees engaged on a casual basis or engaged as a term employee and/or those absent from duty on leave without pay and who do not have a right of return to public sector employment covered by this Enterprise Agreement, on an ongoing basis.

1.3.3 The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of a specific CPSE Guideline (Management of Unsatisfactory Performance (Including Misconduct)). This Guideline will

- apply in the event that an employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
- 1.3.4 Where this Enterprise Agreement becomes a copied state instrument under the *Fair Work Act 2009* (Cth) because a new employer employs existing Department for Communities and Social Inclusion (DCSI) employees as a consequence of the implementation of the National Disability Insurance Scheme (NDIS) and Commonwealth Aged Care Reforms, this Appendix (Redeployment, Retraining and Redundancy) in its entirety will not continue to apply in that copied state instrument. In all other respects the Enterprise Agreement will continue to apply.
- 1.3.5 The SA Public Sector is a dynamic workplace with diversity of skills, capabilities and employees. This policy recognises this diversity and the challenges that the wider economic environment will place on the:
- i. need for increased flexibility towards changing skills sets;
 - ii. the retention of existing skills and capabilities over time; and
 - iii. managing service delivery within available resources.
- 1.3.6 Public Sector agencies will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the state public sector and, limit the use of term contract and labour hire staff and manage term contract and labour hire staff in accordance with clause 1.12.1 Labour Hire/Contract for Services and 1.12.2 Term Contracts.
- 1.3.7 Public Sector employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring (“declared excess employees”) will engage in opportunities for retraining and redeployment.
- 1.3.8 Where an agency undertakes a review/realignment/restructure/reorganisation it will consult with employees/employee association in accordance with this Enterprise Agreement and actively case manage an employee declared excess.
- 1.3.9 An employee declared excess will be advised in writing to that effect: provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
- 1.3.10 Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in the SA Public Sector after a redeployment period of 12 months (since written advice of being declared excess), they may be separated with a suitable payment as defined in clause 1.8 of this Appendix.
- 1.4 RESPONSIBILITIES
- 1.4.1 Commissioner for Public Sector Employment will:
- 1.4.1.1 Maintain a Redeployment, Retraining and Redundancy (RRR) Committee to review, monitor and report on agency strategies and performance and make recommendations to the CPSE as required;
- 1.4.1.2 Consult with relevant employee associations about the process for management of excess employees;

- 1.4.1.3 Invite relevant employee associations to provide feedback on the compliance with the objectives of this Appendix including the processes and obligations;
- 1.4.1.4 Provide pre-publication access to an electronic jobs vacancy facility (e.g. iworkfor.sa.gov.au) for both excess employees and their case manager to assist in identifying excess employees access suitable alternative duties roles in a more timely manner.
- 1.4.1.5 Provide oversight of the case management system for redeployees.
- 1.4.1.6 Consider and review the use of labour hire agency usage in the agencies covered by this enterprise agreement to assist in the placement of excess employees into alternative roles.
- 1.4.1.7 Where such information is available, provide a schedule of existing term contracts with expiration dates for a particular excess employee's classification level to the case manager at the outset of the employee's declaration of being excess.
- 1.4.2 Public Sector Excess Employees
 - 1.4.2.1 Public Sector excess employees are responsible for actively adapting and developing their skills including:
 - i. Following receipt of written advice of being declared an excess employee, actively consider their options: to either work to secure other ongoing duties i.e. redeployment with their assigned case manager's assistance; or seek an invitation for an early separation payment.
 - ii. Co-operating with the current agency or an agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
 - iii. Work with an agency nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
 - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (including with support and training).
 - 1.4.2.2 Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a public sector employee.
- 1.4.3 SA Public Sector Agencies will;
 - 1.4.3.1 Ensure compliance with the *Public Sector Act 2009* and other applicable legislation and with applicable industrial instruments (enterprise agreements and awards) made under the *Fair Work Act 1994*.
 - 1.4.3.2 Consult with employees and employee association/s in accordance with this Enterprise Agreement about any restructuring/reorganisation that is expected to result in fewer roles/positions.
 - 1.4.3.3 Ensure that in any functional area under consideration for review/realignment/restructure/reorganisation (however described) all statements of duties being undertaken are up to date and approved.

- 1.4.3.4 Ensure that full effect has been given to clause 1.12.1 Labour Hire/Contract for Services – Excess Employees and clause 1.12.2 Term Contracts – Excess Employees for those employees declared excess.
- 1.4.3.5 Advise the CPSE at the earliest opportunity where an employee is likely to be to be declared excess and prior to any such declaration being made. The advice will include confirmation that the agency has complied with clause 1.5 of this Appendix.
- 1.4.3.6 Ensure available vacancies are promoted/advertised and support employees to be redeployed.
- 1.4.3.7 Actively case-manage excess employees to effectively assist in any transition to new duties including:
- i. providing access to vacancies and active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a reasonable skills and capabilities match including with support and training;
 - ii. provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, agencies or restructures; and
 - iii. adhere to voluntary separation arrangements and/or release of an employee.
- 1.4.3.8 At the request of a case manager (which may be from another agency), provide a report of existing term contracts with expiration dates for a particular excess employee's classification level where such information is available.
- 1.5 CONSIDERATION PRIOR TO ANY DECLARATION OF ANY EMPLOYEE AS EXCESS
- 1.5.1 Prior to considering whether any employee is excess to requirements (and formally declaring them as excess), Chief Executives will consider the employee for suitable alternative duties within the relevant agency that are available or likely to become available within a reasonable time and into which the employee could be assigned, with the provision of necessary support and additional training to the employee.
- 1.5.2 Prior to considering whether any employee is excess to requirements (and formally declaring them as excess) Chief Executives will take active steps to ensure that the employee is considered for suitable alternative duties in other public sector agencies with the provision of necessary support and additional training; this will include for vacancies that may be advertised.
- 1.5.3 The Chief Executive must make every endeavour to re-assign employees under consideration of being declared excess which can include appropriate support and training for the employee.
- 1.5.4 Labour hire / Contract for service – Prior to declaration of Excess
- 1.5.4.1 Where the Chief Executive is considering declaring excess any number of employees, the engagement of all contract for service or labour hire staff (however described) at the classification level(s) equal to the number of employees under consideration of being declared excess must cease where those employees under consideration of being declared excess will be able to perform the duties with support and training.
- 1.5.5 Term contracts – Prior to declaration of Excess

- 1.5.5.1 The Chief Executive must ensure that term contracts are not renewed or 'rolled over' where there is an employee potentially under consideration of being declared excess in that agency at the same classification level who would be able to perform the duties with support and training.
- 1.5.6 Regional and Remote Localities
- 1.5.6.1 Where an agency proposes organisational change that may result in an employee who works/resides in a regional or remote locality in South Australia being declared excess, the Chief Executive in the first instance will make every effort to identify alternative duties required by the agency which may be carried out efficiently and effectively by the regional employee(s), with appropriate logistical and administrative support and reasonable support and training.
- 1.5.6.2 The identification of alternative duties is to include consideration of the relocation of duties from the metropolitan area including those duties undertaken by labour hire/contract hire for service or term contract arrangements.
- 1.5.6.3 This assessment of alternative duties will be conducted in consultation with those potentially affected employees, the relevant employee association and local management.
- 1.5.6.4 The Chief Executive must provide details of this assessment, the proposed organisation change and affected employees to the CPSE prior to the implementation of the relevant organisational change and prior to taking any formal steps to declaring any employee as excess to requirements.
- 1.6 PERFORMANCE ISSUES
- 1.6.1 An employee must not be declared excess as a measure to avoid management of unsatisfactory performance by the employee. Fair process requires that unsatisfactory performance (including misconduct) is managed in accordance with the CPSE Guideline – Management of Unsatisfactory Performance (Including Misconduct).
- 1.6.2 Unsatisfactory performance matters cannot be taken into account in any assessment of an excess employee's suitability for redeployment to a vacancy unless they have been properly and contemporaneously recorded and addressed with the employee at that time. Where these records exist, they are to be made available to both the excess employee and their case manager as part of the assessment for suitability process.
- 1.7 NOTIFICATION OF DECLARATION OF EXCESS TO EMPLOYEES
- 1.7.1 An employee who the Chief Executive has decided is excess to requirements must be formally advised in writing of this decision.
- 1.7.2 This notification will include:
- i. a statement as to the reason(s) the employee has become excess to requirements
 - ii. full details in writing of the relevant sub clauses of this Appendix with regard to the redeployment process, employee support and training and case management process available to them as an excess employee;
 - iii. details of the Case Manager assigned to the employee;

- iv. an invitation to the employee to consider resignation upon appropriate payments in accordance with the procedures set out in clause 1.8 of this Appendix.
- v. a statement of the employee's obligations in the redeployment and retraining processes in the same terms as clause 1.4.2 of this Appendix.

1.8 APPLICATION OF SEPARATION PAYMENTS

- 1.8.1 An excess employee has the right to give notice at any time that they wish to accept a voluntary separation payment. The employer will make an offer of voluntary separation payment available when such notice is given. The applicable terms of clause 1.8.3 will be determined by the date of notice given to the employer.
- 1.8.2 A redeployee will be required to provide 14 days' notice to terminate their employment (or less by agreement).
- 1.8.3 The basis for calculating the voluntary separation payment is 10 weeks' pay plus 2 weeks' pay per year of service to a maximum of 52 weeks. This is in accordance with the Treasurer's Budget Statement of June 2014.
- 1.8.4 An excess employee will have a minimum of 21 days to respond to any offer of a voluntary separation payment.
- 1.8.5 Subject to the terms of clause 1.9.2 Variation to the twelve month redeployment period of this appendix, an excess employee who indicates that they wish to accept a voluntary separation payment will be entitled to the following redundancy payments:
- 1.8.6 An excess employee who has been a redeployee for between 0 to 3 months from date of formal written declaration of excess is entitled to redundancy pay equal to 100% of the voluntary separation payment prescribed in clause 1.8.3 plus a lump sum payment of \$15,000; or
- 1.8.7 An excess employee who has been a redeployee for more than 3 months and up to 12 months from date of formal written declaration of excess is entitled to redundancy pay equal to 100% of the voluntary separation payment prescribed in clause 1.8.3; or
- 1.8.8 An excess employee who has been a redeployee for more than 12 months from date of formal written declaration of excess is entitled to redundancy pay equal to 75% of the voluntary separation payment prescribed in clause 1.8.3.

1.9 TWELVE MONTH REDEPLOYMENT PERIOD

- 1.9.1 The 12 month redeployment period as an excess employee commences at the date the employee acknowledges receipt by signature of the written advice that they have been declared excess.
- 1.9.2 Variation to the twelve month redeployment period
 - 1.9.2.1 For the purposes of calculating the 12 month redeployment period (since written advice of being declared excess):
 - i. The period of time from application to acceptance of a compensable workplace injury claim will not be included.
 - ii. In the event that a claim for a compensable workplace injury is initially rejected and subsequently accepted, the period of time from original application to final acceptance will not be included.

- iii. Where an employee has had or will have an interruption to the case management during the 12 month redeployment period, the RRR Committee may provide advice to the agency Chief Executive and CPSE as to whether in the circumstances it would be appropriate for the redeployment period to be extended.
- 1.9.3 Deferment of the Redeployment Period
 - 1.9.3.1 A Chief Executive, agency head or delegate will defer a redeployment period where an employee has been declared as excess (and formally notify employees accordingly), on the basis of them being absent from duty by reason of:
 - i. parental leave; or
 - ii. defence reserve leave; or
 - iii. where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan in respect of such injury or illness.
 - 1.9.3.2 The 12 month redeployment period may be deferred in whole or in part on the grounds of exceptional personal circumstances. Chief Executives are required to seek advice from the CPSE and are not to delegate this decision-making function.
- 1.10 TIMEFRAMES FOR THE REDEPLOYMENT AND RETRAINING PROCESS
 - 1.10.1 21 Days: A Redeployment Plan based on the Skills, Knowledge and Attributes Assessment is mandatory for all excess employees who have not expressed an immediate interest in separation and must be completed and provided to the employee, 21 days from the date the employee acknowledges receipt by signature of the written advice that they have been declared excess.

Note: A decision to seek redeployment does not preclude an employee from exercising their right at any time to give notice that they wish to accept a voluntary separation payment under the terms of clause 1.8 of this Appendix.

 - 1.10.1.1 The Redeployment Plan will be reviewed by the case manager and the excess employee at regular intervals and in any event at the expiration of the first three months of the redeployment period.
 - 1.10.2 6 Months: Within the first 6 months of an employee being declared excess, the applicable case manager/agency representatives must attempt to identify at least one vacancy/assignment of suitable ongoing duties, or term/contract duties of no less than 12 months, as set out in clause 1.13.2 Suitable Duties, that are a reasonable match with the employee's skills and capabilities (including with support and training).
 - 1.10.2.1 In the event that this does not occur, the case manager must meet with the employee and their representative (if applicable) to discuss and review the employee's Redeployment Plan.
 - 1.10.2.2 The outcomes of these discussions and the action plan for next steps must be provided by the case manager to the employee in a revised Redeployment Plan and a copy forwarded to the Office for the Public Sector (OPS).
 - 1.10.3 Nine Months: In the event that suitable ongoing duties, or term/contract duties of no less than 12 months, as set out in clause 1.13.2 Suitable Duties, have not been identified

- within 9 months from the date of the excess employee being declared excess, the relevant employing Agency must notify the CPSE and the association.
- 1.10.3.1 The Chief Executive will discuss with the employee/employee representative, case manager and the CPSE or representative from OPS, any reasons for which an assignment to alternative suitable duties has not been achieved. This will include a review of the process to date and the development of options, to be incorporated into an agreed revised Redeployment Plan.
- 1.10.4 Twelve Months: In the event that suitable ongoing duties, or term/contract duties of no less than 12 months, as set out in clause 1.13.2 Suitable Duties, has not been identified within 12 months of the employee being declared excess, the Agency, the CPSE or representative from OPS, the case manager and the employee/employee representative will meet to discuss the outcome of the Redeployment Plan. The parties will discuss whether:
- i. the Redeployment Plan has been complied with by the Agency, the case manager and the employee;
 - ii. all reasonable efforts have been made to identify suitable alternative duties for the employee; and
 - iii. there are exceptional circumstances which could make it reasonable to extend the redeployment period, and/or amend the Redeployment Plan, to provide further opportunity to identify suitable alternative duties.
- 1.11 SUPPORT, TRAINING AND CASE MANAGEMENT
- 1.11.1 Redeployment Plan and Skills Profile – Assessment of Transferable Skills
- 1.11.1.1 Unless an employee has expressed an immediate interest in separation, the case manager will be required to develop, in collaboration with the excess employee, an individual skills profile incorporating an assessment of the employee's transferable, generic skills, knowledge and attributes, in particular relevant to a public sector context at the employee's classification level or equivalent. This skills profile will be incorporated into a Skills, Knowledge, Attributes Assessment Template which will form part of the employee's Redeployment Plan, to be jointly developed by the excess employee and their case manager. This Plan will contain agreed tasks and timelines for both case manager and excess employee.
- 1.11.1.2 Undertaking and completing the Skills, Knowledge, Attributes Assessment Template and Redeployment Plan is the first operational priority of the case manager in the redeployment process. A Redeployment Plan based on the Skills, Knowledge, Attributes Assessment is mandatory for all excess employees seeking redeployment and must be completed and in the hands of the employee in accordance with clause 1.10.1 of this Appendix.
- 1.11.2 Support and Training
- 1.11.2.1 An excess employee will receive the appropriate level of support and training which is identified in the employee's Redeployment Plan and Skills, Knowledge, Attributes Template. The case manager may seek necessary approval from the employee's agency for reasonable support services and retraining to occur within a reasonable timeframe.

Support services could include, but are not restricted to, skills analysis incorporating assessment of transferable skills, career advice, counselling and individual support services and retraining, including to enhance employability or to address perceived skills deficits.

- 1.11.2.2 Where there is disagreement between the case manager and the employee about the reasonable support services and retraining the matter will be referred to the relevant HR Director in the employee's agency.
- 1.11.3 Case Management Co-ordination
 - 1.11.3.1 Case management of all excess employees covered by this enterprise agreement will be managed and co-ordinated through one common database.
 - 1.11.3.2 This common database will be fully operational within nine months of approval of this enterprise agreement.
 - 1.11.3.3 The RRR Committee will have access to the common database for the purpose of monitoring case management of all excess employees.
- 1.11.4 Continuous, Active Case Management
 - 1.11.4.1 The case manager will advocate in support of the excess employee's job search, in particular with vacancy managers, and will identify whatever professional support is required and the employee's relevant transferable skills for referral to any vacancy.
 - 1.11.4.2 Case managers should encourage vacancy managers to not take an unnecessarily technical approach to the employee's transferable skills and suitability for a vacancy (further information about the Assessment for Redeployment to a Vacancy is detailed in clause 1.13.4).
 - 1.11.4.3 Where a vacancy manager determines that an excess employee is not suitable and written reasons have been provided and considered by the case manager and the employee and attempts have been made to resolve the differences, the matter will be referred by the case manager in the first instance to the relevant HR Director in the vacancy agency and in the event that the matter cannot be resolved the matter will be formally referred by the case manager within 48 hours with full reasons to the CPSE and both the employee Chief Executive and vacancy Chief Executive for resolution; the vacancy will remain on hold.
 - 1.11.4.3.1 In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.
 - 1.11.4.4 The case manager assigned to an excess employee will actively case manage, including recording the case management activities, and seek a substantive placement of twelve months or more for that employee throughout the twelve-month redeployment period, including throughout any short-term placements the excess employee may undertake.
- 1.11.5 Support for Excess Employees
 - 1.11.5.1 The case manager will be required look after the best interests of the excess employee and to meet the agency's needs.
 - 1.11.5.2 The case manager is to consult with the excess employee during the pre-publication period for each vacancy considered for referral.

- 1.11.5.3 An excess employee seeking redeployment will be provided with, at the initiative of the case manager, regular contact and monthly reports of case management activity and support on their behalf throughout the entire period of their being excess, including during temporary assignments.
- 1.11.5.4 To ensure the success of a placement case managers will continue to be available as may be required for a reasonable period of time after redeployment of the excess employee and in any event, until completion of any support and training plan that may have been put in place.
- 1.12 VACANCY MANAGEMENT AND EXCESS EMPLOYEE VACANCY RIGHTS
 - 1.12.1 Labour Hire / Contract for Service – Excess Employees
 - 1.12.1.1 Consistent with clause 1.5.5 of this Appendix Labour hire / Contract for service – Prior to Declaration of excess, employees declared excess must be actively considered, with appropriate support and training, for suitable duties as set out in clause 1.13.2, previously carried out by contract for service or labour hire staff (however described). In that consideration, case managers must make every effort to develop assignment opportunities amounting to twelve months or more.
 - 1.12.1.2 In the event of any disagreement with operational management and attempts have been made to resolve the differences, the matter will be referred by the case manager in the first instance to the relevant HR Director in the vacancy agency and in the event that the matter cannot be resolved the matter will be formally referred by the case manager within 48 hours with full reasons to the CPSE and both the employee Chief Executive and vacancy Chief Executive for resolution; the vacancy will remain on hold.
 - 1.12.1.2.1 In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.
 - 1.12.2 Term Contracts – Excess Employees
 - 1.12.2.1 Where an agency has term contracts (however described) and an employee declared excess at the same classification level, The Chief Executive must ensure that term contracts (however described) are not renewed or 'rolled over' without first considering if the duties are suitable for the employee declared excess with appropriate support and training.
 - 1.12.3 Intra-agency Vacancies
 - 1.12.3.1 The Chief Executive must ensure that a vacancy, whether described as temporary, term or ongoing, does not proceed to the publication lodgement stage where there is a suitable excess employee, with appropriate support and training, in that agency at the same classification level.
 - 1.12.4 Public Sector Wide Access to Vacancies
 - 1.12.4.1 For all employment to which this Enterprise Agreement applies, any excess employee, no matter where employed, will have pre-publication access to any suitable public sector vacancies in employment in agencies covered by this Enterprise Agreement. This does not prevent a case manager from enquiring about and advocating for vacancies in any public sector agencies.

- 1.12.5 Vacancy Database Access
 - 1.12.5.1 Both the excess employee and their case manager will have pre-publication access to the iworkfor.sa.gov.au (for employment classifications to which this Enterprise Agreement applies), including during any period when the excess employee is in a temporary assignment.
- 1.12.6 Pre-Publication Vacancy Access Timeframe
 - 1.12.6.1 For employment classifications to which this Enterprise Agreement applies, the period of pre-publication access will be four business days before a lodged vacancy can be published on iworkfor.sa.gov.au.
 - 1.12.6.2 The four business days is the period during which an excess employee's case manager may express an interest on behalf of the employee after which the vacancy is placed on hold until the proper assessment of the employee's suitability has been completed, which may not necessarily be within four business days.
- 1.12.7 Release of a Hold on a Pre-Publication Vacancy
 - 1.12.7.1 In the event of disagreement about releasing any vacancy placed on hold for publication, the matter will be in the first instance referred by the case manager to the relevant HR Director in the vacancy agency and in the event that the matter cannot be resolved the matter will be formally referred by the case manager within 48 hours with full reasons to the CPSE, both the employee Chief Executive and the vacancy Chief Executive for resolution; the vacancy will remain on hold.
- 1.12.8 Access to Applicant Pools
 - 1.12.8.1 Provided that the intention to do so is clearly advertised from the outset, a public sector agency may establish a pool of suitable applicants from which further selections may be made to appoint employees to perform duties of a particular class as from time to time required, including, and subject to that prior advertisement, by causing appointments to be made on the basis of merit from among persons who were suitable applicants for similar duties within the previous 12 months.
 - 1.12.8.2 When such a pool intention or order of merit is first advertised, the case manager of an excess employee at the same substantive level can ask the vacancy manager to register the excess employee at the same classification level as the first person for consideration for the first vacancy. This is irrespective of whether the pool intention or order of merit is typified as casual, temporary, term or ongoing.
 - 1.12.8.3 Where an excess employee or their case manager is aware of an existing pool or order of merit still current from some period in the previous 12 months, the case manager can ask the vacancy manager to register an excess employee at the same classification level as the first person for consideration for any vacancy.
 - 1.12.8.4 Where more than one excess employee is registered for a pool or order of merit, the excess employee most readily suitable, even with appropriate support and training, as determined by the relevant case managers and the vacancy manager will be redeployed. Remaining excess employees, and any newly registered excess employee, will be considered on the same basis for any subsequent vacancies arising.
- 1.12.9 Withdrawn Vacancies

- 1.12.9.1 This clause applies if a case manager genuinely believes that a vacancy has been withdrawn or effectively re-advertised following an earlier vacancy on iworkfor.sa.gov.au site being withdrawn. In the event that a vacancy was withdrawn, the case manager will notify the vacancy manager of the intention to intervene. In the event that a vacancy has been readvertised, the case manager may place a (pre-publication) hold on the vacancy or, post publication, notify the vacancy manager of the intention to advise relevant HR Director in the vacancy agency. Where the matter cannot be resolved, the matter will be formally referred by the case manager within 48 hours with full details to the CPSE and both the employee Chief Executive and vacancy Chief Executive for resolution.
- 1.12.9.2 In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.
- 1.12.10 Proposed Exemptions to Merit-Based Selection Processes
- 1.12.10.1 Prior to a Chief Executive proposing under the provisions of Regulation 17(1)(i) of the Public Sector Regulations 2010 to engage or assign an individual for a term or as ongoing without a merit-based selection process, the Chief Executive must first consider the suitability with reasonable support and training for appointment/assignment of any current employee covered by this Enterprise Agreement declared excess.
- 1.13 ASSIGNMENT FOR THE PURPOSES OF REDEPLOYMENT
- 1.13.1 An excess employee does not relinquish their ongoing status for the purposes of redeployment and may not be asked or required to do so as a condition of redeployment. This means an excess employee engaged pursuant to section 45(2)(a) of the *Public Sector Act 2009* who may be offered duties of a term nature retains their employment status as an ongoing Public Sector employee.
- 1.13.2 Suitable Duties
- 1.13.2.1 Suitable duties are duties (which may also be described as a role or position) which an excess employee could reasonably be expected to perform to a reasonable standard, within a reasonable period of time and with a reasonable level of training, education and/or other support.
- 1.13.2.2 Unless the employee agrees, or requests otherwise, duties which require some a variation to the excess employee's full time or part time hours of work per week will not be considered to be suitable.
- 1.13.2.3 Consideration for assignment of an excess employee to suitable duties will include the following:
- i. due consideration to the employee's personal circumstances;
 - ii. the distance from home to the workplace(s) (providing every effort is made so as not to require relocation of the employee's household);
 - iii. any potential variation to existing starting and finishing times.
- 1.13.2.4 While the transfer of an excess employee to suitable duties does not require the agreement of the employee, every effort will be made to assign an excess employee to suitable duties by agreement.

- 1.13.2.5 A suitable role, duties or position may be at a lower classification/remuneration level than an employee's current substantive classification level, providing the classification does not provide a salary of less than 75% of the employee's substantive salary. Transfer of excess employees to duties, roles or positions with a lower classification/remuneration level should only be considered when other options provided for in the Public Sector Act and this Appendix have been exhausted.
- 1.13.3 Merit-Based Selection Process
- 1.13.3.1 An employee who has been declared excess to the requirements of a public sector agency is not required to undertake a merit selection process (including application and a formal interview process) when being considered for any role, duties or position.
- 1.13.3.2 Where a vacancy filling process has commenced and a case manager has referred an excess employee for that vacancy, the vacancy manager is required to consider the excess employee separately and prior to consideration of any other applicants for that vacancy.
- 1.13.4 Assessment for Redeployment to a Vacancy
- 1.13.4.1 The assessment for redeployment to a vacancy will require the excess employee, their case manager and the vacancy agency manager to complete an Assignment Support and Training Needs Assessment Template incorporating the employee's transferable skills, a skills deficit assessment against the requirements of the vacancy duties (not person) specification and a support and training program where required to address that deficit, to a reasonable standard of performance within a reasonable period of time.
- 1.13.4.2 In the event that an excess employee is not redeployed to a vacancy the matter will be referred by the case manager in the first instance to the relevant HR Director in the vacancy agency and in the event that the matter cannot be resolved the matter will be formally referred by the case manager within 48 hours with full reasons to the CPSE and both the employee Chief Executive and vacancy Chief Executive for resolution; the vacancy will remain on hold.
- 1.13.4.3 In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.
- 1.13.5 Assessment for Redeployment to a Vacancy – More Than One Excess Employee
- 1.13.5.1 In the event that the case managers of more than one excess employee express interest in one vacancy the full assessment of both/all excess employees needs to be undertaken. The excess employee most readily suitable, even with support and training, as determined by the relevant case managers and the vacancy manager will be the one to be redeployed.
- 1.13.5.2 In the event of disagreement the matter will be referred by the case manager in the first instance to the relevant HR Director in the vacancy agency and in the event that the matter cannot be resolved the matter will be formally referred by the case manager within 48 hours with full reasons to the CPSE and both the employee Chief Executive and vacancy Chief Executive for resolution; the vacancy will remain on hold.

- 1.13.5.3 In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.
- 1.13.6 Redeployment to a Lower Classification Level
- 1.13.6.1 Where an excess employee elects to apply for a vacancy at a lower classification level, the case manager will place the vacancy on hold and make contact with the vacancy manager and make representation on the employee's behalf. The excess employee will not be required to participate in any merit-based selection process (including application and a formal interview process). The redeployed employee's income maintenance will be in accordance with the transfer arrangements in CPSE Determination 2 Excess Employees – Income Maintenance at their substantive classification level.
- 1.13.7 Temporary Placements
- 1.13.7.1 An excess employee who has been assigned to an ongoing vacancy may not be subject to any probation or 'trial' period, however represented. An excess employee assigned to an ongoing vacancy is declared no longer excess to requirements and becomes an ongoing employee of the vacancy agency for all purposes.
- 1.13.7.2 A temporary placement is where an excess employee is assigned to temporary duties of less than twelve months for purposes such as skills development and forms part of the Redeployment Plan. The case manager may request that the employee's manager provide a written assessment of the employee during the placement period in the agency.
- 1.13.8 Temporary Assignments
- 1.13.8.1 In the event that an excess employee seeking redeployment is given a temporary assignment (that is one of less than 12 months), the employing agency is to be made aware from the outset by the case manager that at any point in the assignment, the excess employee may be redeployed to an assignment which releases them from being declared excess, or to one that in the assessment of the case manager and employee provides a better prospect of their being released from being declared excess.
- 1.13.9 Notification of Duties and Working Arrangements
- 1.13.9.1 As part of the assignment to suitable duties as set out in clause 1.13.2, the Case Manager will provide the following information in writing to the excess employee:
- i. A statement of duties (which may be described as a job description or role statement) by the agency in which the suitable duties has been identified;
 - ii. A statement of the required support and training, including any approved expenditure and timeframes;
 - iii. A statement of the relevant working arrangements.
- 1.13.10 Employees' Options for Review
- 1.13.10.1 An employee's rights of review in relation to matters in this Appendix are set out in Division 4, Part 7 of the *Public Sector Act 2009* (to the extent applicable) and Clause 35 of this Enterprise Agreement.
- Note: These provisions respectively require the Public Sector agency to endeavour to resolve the matter by conciliation, and for resolution of the dispute through workplace level discussions.

- 1.14 DECLARING AN EMPLOYEE AS NO LONGER EXCESS
- 1.14.1 An employee who is placed in an ongoing or term/contract (however expressed) employment of no less than 12 months must be formally advised that they are no longer an excess employee.
- 1.14.2 For the purpose of determining whether an employee has been placed in employment of no less than 12 months, the 12 month period will include the cumulative effect of extensions undertaking the same or similar duties.
- 1.15 EMPLOYEES WHO ARE NO LONGER EXCESS
- 1.15.1 An employee who has been formally advised that they are no longer an excess employee will be treated in the same manner as any other ongoing employee before any consideration is given to declaring the employee excess again. This means that all obligations arising in Appendix 1, in particular those in clause 1.5, will apply.
- 1.16 OBLIGATIONS PRIOR TO TERMINATING EMPLOYMENT OF AN EXCESS EMPLOYEE
- 1.16.1 For all employment to which this Enterprise Agreement applies, an Agency must fully comply with this Appendix and its sub clauses before the Chief Executive proposes terminating the employment of an excess employee. The Chief Executive must be satisfied that the following obligations have been complied with, namely the Chief Executive must:
- i. have made reasonable endeavours to find, but failed to find, other suitable duties in the agency or other public sector employment to which the employee may be assigned or transferred on conditions that maintain the employee's remuneration level; and
 - ii. have informed the CPSE of the grounds on which it is proposed to terminate the employment of the employee and the processes leading up to the proposal to terminate; and have considered any advice given by the Commissioner within 14 days as to the adequacy of the processes.
- 1.17 REVIEWS
- 1.17.1 Review of Documentation
- 1.17.1.1 The parties to this Enterprise Agreement commit to a full joint review of all documentation supporting the operation of this Appendix. This is to include development of a recommended:
- i. Redeployment Plan Template;
 - ii. Skills, Knowledge, Attributes Assessment Template;
 - iii. Assignment Support and Training Needs Vacancy Assessment Template (incorporating transferable skills, knowledge and attributes) as a matching tool; and
 - iv. Dispute Template to expedite matters formally escalated for resolution by the case manager.
- 1.17.1.2 This review and the documentation are to be completed within four months of the approval of this Enterprise Agreement.

- 1.17.2 Review of the Operation of this Appendix
- 1.17.2.1 The RRR Committee in consultation with the Association will review the implementation and operation of matters agreed in this Appendix and the operation of any supporting processes. This review will commence no earlier than 18 months after date of approval of this Enterprise Agreement and the work of the review is to be completed no later than four months after the commencement of the review.

APPENDIX 2: SALARIES AND WAGES

SCHEDULE 1.1: ADMINISTRATIVE SERVICES STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
ASO-1	17 years & under	\$26,183	\$27,113	\$28,043	\$28,973
	18 years	\$30,406	\$31,486	\$32,566	\$33,646
	19 years	\$34,629	\$35,859	\$37,089	\$38,319
	20 years	\$38,852	\$40,232	\$41,612	\$42,992
	1st year adult	\$42,230	\$43,730	\$45,230	\$46,730
	2nd year adult	\$43,300	\$44,800	\$46,300	\$47,800
	3rd year adult	\$44,474	\$45,974	\$47,474	\$48,974
	4th year adult	\$45,549	\$47,049	\$48,549	\$50,049
	5th year adult	\$46,620	\$48,120	\$49,620	\$51,120
	6th year adult	\$47,791	\$49,291	\$50,791	\$52,291
ASO-2	1	\$50,815	\$52,315	\$53,815	\$55,315
	2	\$52,908	\$54,408	\$55,908	\$57,408
	3	\$55,003	\$56,503	\$58,003	\$59,503
ASO-3	1	\$59,181	\$60,681	\$62,181	\$63,681
	2	\$61,271	\$62,771	\$64,271	\$65,771
	3	\$63,368	\$64,868	\$66,368	\$67,868
ASO-4	1	\$67,635	\$69,135	\$70,635	\$72,135
	2	\$69,199	\$70,699	\$72,199	\$73,699
	3	\$70,762	\$72,262	\$73,762	\$75,262
	4*	\$71,116	\$72,616	\$74,116	\$75,616
ASO-5	1	\$75,430	\$77,230	\$79,030	\$80,830
	2	\$78,315	\$80,115	\$81,915	\$83,715
	3	\$81,409	\$83,209	\$85,009	\$86,809
	4	\$84,497	\$86,297	\$88,097	\$89,897
ASO-6	1	\$87,384	\$89,184	\$90,984	\$92,784
	2	\$90,063	\$91,863	\$93,663	\$95,463
	3	\$92,743	\$94,543	\$96,343	\$98,143
ASO-7	1	\$96,459	\$98,259	\$100,059	\$101,859
	2	\$99,271	\$101,071	\$102,871	\$104,671
	3	\$101,937	\$103,737	\$105,537	\$107,337
	4	\$104,707	\$106,507	\$108,307	\$110,107
ASO-8	1	\$108,705	\$110,505	\$112,305	\$114,105
	2	\$110,858	\$112,658	\$114,458	\$116,258
	3	\$113,013	\$114,813	\$116,613	\$118,413
Manager Administrative Services					
MAS 1	1	\$94,805	\$96,605	\$98,405	\$100,205
MAS 2	1	\$106,755	\$108,555	\$110,355	\$112,155
MAS 3	1	\$115,067	\$116,867	\$118,667	\$120,467

*New increment at ASO4 (4th increment)

SCHEDULE 1.2: ALLIED HEALTH PROFESSIONALS STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
AHP-1	3 year degree	\$60,019	\$61,519	\$63,019	\$64,519
	4 year degree	\$62,748	\$64,248	\$65,748	\$67,248
	3rd	\$65,476	\$66,976	\$68,476	\$69,976
	4th	\$69,568	\$71,068	\$72,568	\$74,068
	5th	\$73,661	\$75,161	\$76,961	\$78,761
AHP-2	1st	\$77,752	\$79,552	\$81,352	\$83,152
	2nd	\$80,479	\$82,279	\$84,079	\$85,879
	3rd	\$83,551	\$85,351	\$87,151	\$88,951
	4th	\$86,620	\$88,420	\$90,220	\$92,020
	5th	\$90,029	\$91,829	\$93,629	\$95,429
	6th*	\$90,929	\$92,729	\$94,529	\$96,329
AHP-3	1st	\$92,757	\$94,557	\$96,357	\$98,157
	2nd	\$95,487	\$97,287	\$99,087	\$100,887
	3rd	\$98,896	\$100,696	\$102,496	\$104,296
	4th*	\$99,885	\$101,685	\$103,485	\$105,285
AHP-4	1st	\$102,305	\$104,105	\$105,905	\$107,705
	2nd	\$105,033	\$106,833	\$108,633	\$110,433
	3rd	\$108,105	\$109,905	\$111,705	\$113,505
	4th	\$111,854	\$113,654	\$115,454	\$117,254
AHP-5	1st	\$114,583	\$116,383	\$118,183	\$119,983
	2nd	\$117,308	\$119,108	\$120,908	\$122,722
	3rd	\$121,379	\$123,200	\$125,048	\$126,924
	4th	\$125,494	\$127,377	\$129,288	\$131,228
AHP-6		\$137,796	\$139,863	\$141,961	\$144,091

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.

Management Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$2,154	\$2,204	\$2,255	\$2,307

*New increments at AHP-2 (6th increment) and AHP-3 (4th increment)

SCHEDULE 1.2A: ENDORSED SUPERVISION TRAINING - PSYCHOLOGISTS

A psychologist who (a) provides formal confirmation to an agency that he/she is formally accredited and endorsed by the Psychology Board of Australia (PBA) as an “approved supervisor” in respect of other psychologists; and (b) is required by the agency in which they are employed to perform “accredited supervision” of other public sector agency psychologists, will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the agency that he/she has met both of those two criteria.

SCHEDULE 1.3: CFS OPERATION STAFF

Classification	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Level 1	\$48,963	\$50,463	\$51,963	\$53,463
	\$50,903	\$52,403	\$53,903	\$55,403
	\$52,840	\$54,340	\$55,840	\$57,340
Level 2	\$56,479	\$57,979	\$59,479	\$60,979
	\$59,412	\$60,912	\$62,412	\$63,912
	\$62,350	\$63,850	\$65,350	\$66,850
	\$64,971	\$66,471	\$67,971	\$69,471
Level 3	\$71,378	\$72,878	\$74,378	\$75,878
	\$73,389	\$74,889	\$76,389	\$78,189
	\$75,399	\$77,199	\$78,999	\$80,799
	\$77,412	\$79,212	\$81,012	\$82,812
Level 4	\$81,032	\$82,832	\$84,632	\$86,432
	\$83,041	\$84,841	\$86,641	\$88,441
	\$85,050	\$86,850	\$88,650	\$90,450
	\$87,064	\$88,864	\$90,664	\$92,464
Level 5	\$96,459	\$98,259	\$100,059	\$101,859
	\$99,271	\$101,071	\$102,871	\$104,671
	\$101,937	\$103,737	\$105,537	\$107,337
	\$104,707	\$106,507	\$108,307	\$110,107
Level 6	\$115,067	\$116,867	\$118,667	\$120,467

SCHEDULE 1.4: COUNTRY ARTS TRUST

Classification	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Mechanical				
TEC 01	\$50,137	\$51,637	\$53,137	\$54,637
TEC 02	\$50,137	\$51,637	\$53,137	\$54,637
TEC 03	\$46,187	\$47,687	\$49,187	\$50,687
TEC 04	\$48,681	\$50,181	\$51,681	\$53,181
TEC 05	\$45,435	\$46,935	\$48,435	\$49,935
TEC 06	\$40,655	\$42,155	\$43,655	\$45,155
<p>** 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</p>				
Lighting				
TEC 07	\$50,137	\$51,637	\$53,137	\$54,637
TEC 08	\$45,435	\$46,935	\$48,435	\$49,935
TEC 09	\$49,026	\$50,526	\$52,026	\$53,526
Sound				
TEC 10	\$50,137	\$51,637	\$53,137	\$54,637
TEC 11	\$45,435	\$46,935	\$48,435	\$49,935
TEC 12	\$49,026	\$50,526	\$52,026	\$53,526
Scenic Artist				
TEC 13	\$51,617	\$53,117	\$54,617	\$56,117
TEC 14	\$45,435	\$46,935	\$48,435	\$49,935
Wardrobe				
TEC 15	\$51,617	\$53,117	\$54,617	\$56,117
TEC 16	\$46,636	\$48,136	\$49,636	\$51,136
TEC 17	\$39,371	\$40,871	\$42,371	\$43,871
TEC 18	\$39,371	\$40,871	\$42,371	\$43,871
Film Projection				
TEC 19	\$63,439	\$64,939	\$66,439	\$67,939
TEC 20	\$50,008	\$51,508	\$53,008	\$54,508
Stage Management				
STG 01	\$51,293	\$52,793	\$54,293	\$55,793
STG 02	\$43,538	\$45,038	\$46,538	\$48,038

Country Arts Trust continued

Classification	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
House Management				
HSE 01	\$50,536	\$52,036	\$53,536	\$55,036
HSE 02	\$39,027	\$40,527	\$42,027	\$43,527
HSE 03	\$39,027	\$40,527	\$42,027	\$43,527
HSE 04	\$39,027	\$40,527	\$42,027	\$43,527
HSE 05	\$39,532	\$41,032	\$42,532	\$44,032
HSE 06	\$39,027	\$40,527	\$42,027	\$43,527
HSE 07	\$40,002	\$41,502	\$43,002	\$44,502
HSE 08	\$38,716	\$40,216	\$41,716	\$43,216
HSE 09	\$39,027	\$40,527	\$42,027	\$43,527
HSE 10	\$41,469	\$42,969	\$44,469	\$45,969
HSE 11	\$40,861	\$42,361	\$43,861	\$45,361
HSE 12	\$43,855	\$45,355	\$46,855	\$48,355
HSE 13	\$39,027	\$40,527	\$42,027	\$43,527
HSE 14	\$39,027	\$40,527	\$42,027	\$43,527
HSE 15	\$39,027	\$40,527	\$42,027	\$43,527
HSE 16	\$39,615	\$41,115	\$42,615	\$44,115
HSE 17	\$42,232	\$43,732	\$45,232	\$46,732

SCHEDULE 1.5: DENTAL OFFICERS

Classification	Inc.	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
DO-1	1	\$101,745	\$103,545	\$105,345	\$107,145
	2	\$107,466	\$109,266	\$111,066	\$112,866
	3	\$113,465	\$115,265	\$117,065	\$118,865
	4	\$119,465	\$121,265	\$123,084	\$124,931
	5	\$124,859	\$126,732	\$128,633	\$130,563
DO-2	1	\$133,000	\$134,995	\$137,020	\$139,076
	2	\$139,793	\$141,890	\$144,019	\$146,180
	3	\$146,576	\$148,775	\$151,007	\$153,273
DO-3	1	\$158,885	\$161,269	\$163,689	\$166,145
	2	\$164,187	\$166,650	\$169,150	\$171,688
DO-4		\$181,765	\$184,492	\$187,260	\$190,069
DO-5		\$193,806	\$196,714	\$199,665	\$202,660
DO-6		\$206,402	\$209,499	\$212,642	\$215,832

SCHEDULE 1.6: GRANT FUNDED SCIENTISTS

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
GFSc1	3 year degree	\$60,019	\$61,519	\$63,019	\$64,519
	4 year degree	\$62,748	\$64,248	\$65,748	\$67,248
	3rd	\$65,476	\$66,976	\$68,476	\$69,976
	4th	\$69,568	\$71,068	\$72,568	\$74,068
	5th	\$73,661	\$75,161	\$76,961	\$78,761
GFSc2	1st	\$77,752	\$79,552	\$81,352	\$83,152
	2nd	\$80,479	\$82,279	\$84,079	\$85,879
	3rd	\$83,551	\$85,351	\$87,151	\$88,951
	4th	\$86,620	\$88,420	\$90,220	\$92,020
	5th	\$90,029	\$91,829	\$93,629	\$95,429
GFSc3	1st	\$92,757	\$94,557	\$96,357	\$98,157
	2nd	\$95,487	\$97,287	\$99,087	\$100,887
	3rd	\$98,896	\$100,696	\$102,496	\$104,296
GFSc4	1st	\$102,305	\$104,105	\$105,905	\$107,705
	2nd	\$105,033	\$106,833	\$108,633	\$110,433
	3rd	\$108,105	\$109,905	\$111,705	\$113,505
	4th	\$111,854	\$113,654	\$115,454	\$117,254
GFSc5	1st	\$114,583	\$116,383	\$118,183	\$119,983
	2nd	\$117,308	\$119,108	\$120,908	\$122,722
	3rd	\$121,379	\$123,200	\$125,048	\$126,924
	4th	\$125,494	\$127,377	\$129,288	\$131,228
GFSc6A		\$137,796	\$139,863	\$141,961	\$144,091
GFSc6B		\$147,951	\$150,171	\$152,424	\$154,711

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.

Management Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$2,154	\$2,204	\$2,255	\$2,307

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 1.7: INTERPRETERS AND TRANSLATORS

1. CASUAL INTERPRETERS

i. Face-to-Face (Community) Interpreting

The minimum hire period is 2 hours. The 2-hour fee will be paid for any Face-to-Face (Community) assignment lasting 2 hours or less. The relevant hourly fee is payable thereafter for each hour or part thereof performed.

An 'assignment' is employment for either:

- a. a one-off appointment, or
- b. for a specified period during which the Interpreter will be required to attend a multiple of sequential appointments at the client's premises

Sequential appointments are appointments with no more than 30 minutes break between the booked finish time of the preceding appointment and the booked commencement of the following appointment. If the break is greater than 30 minutes, the appointment is a one-off assignment and the 2-hour minimum will apply.

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.

If the assignment concludes prior to the agreed booked time the interpreter will still be paid for the greater of the booked time or the time worked.

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 credentialed at the NAATI Certified Level (NAATI Professional Interpreter prior to 1 January 2018)				
	Minimum Hire			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$71.00	\$72.60	\$74.20	\$76.00
Monday to Friday (6.00 pm to 8.00 am)	\$80.10	\$82.20	\$84.00	\$86.00
Saturday and Sunday	\$100.70	\$103.00	\$105.40	\$107.80
Public Holiday	\$160.00	\$163.40	\$167.20	\$171.00

Interpreters credentialed at the NAATI Certified Level (NAATI Professional Interpreter prior to 1 January 2018)				
	Hourly Rate			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$35.50	\$36.30	\$37.10	\$38.00
Monday to Friday (6.00 pm to 8.00 am)	\$40.20	\$41.10	\$42.00	\$43.00
Saturday and Sunday	\$50.30	\$51.50	\$52.70	\$53.90
Public Holiday	\$79.90	\$81.70	\$83.60	\$85.50

Interpreters credentialed at the NAATI Certified Provisional or Recognised Practicing level (NAATI Paraprofessional and Recognised Interpreters prior to 1 January 2018)				
	Minimum Hire			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$60.20	\$61.60	\$63.00	\$64.40
Monday to Friday (6.00 pm to 8.00 am)	\$67.90	\$69.40	\$71.00	\$72.60
Saturday and Sunday	\$85.50	\$87.20	\$89.20	\$91.20
Public Holiday	\$134.50	\$137.60	\$140.80	\$144.00

Interpreters credentialed at the NAATI Certified Provisional or Recognised Practicing level (NAATI Paraprofessional and Recognised Interpreters prior to 1 January 2018)				
	Hourly Rate			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$30.10	\$30.80	\$31.50	\$32.20
Monday to Friday (6.00 pm to 8.00 am)	\$33.90	\$34.70	\$35.50	\$36.30
Saturday and Sunday	\$42.60	\$43.60	\$44.60	\$45.60
Public Holiday	\$67.30	\$68.80	\$70.40	\$72.00

Interpreters without a NAATI credential				
	Minimum Hire			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$51.20	\$52.40	\$53.60	\$54.80
Monday to Friday (6.00 pm to 8.00 am)	\$57.70	\$59.00	\$60.40	\$61.80
Saturday and Sunday	\$72.70	\$74.40	\$76.20	\$78.00
Public Holiday	\$114.30	\$117.00	\$119.60	\$122.40

Interpreters without a NAATI credential				
	Hourly Rate			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$25.60	\$26.20	\$26.80	\$27.40
Monday to Friday (6.00 pm to 8.00 am)	\$28.85	\$29.50	\$30.20	\$30.90
Saturday and Sunday	\$36.35	\$37.20	\$38.10	\$39.00
Public Holiday	\$57.15	\$58.50	\$59.80	\$61.20

iii. Non-Court Booking Cancellations

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

iv. Court Booking Cancellations

A fee based on 75% of the Other Interpreters 'Half Day 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, after travelling to and from beyond the 30km radius.

The rate of pay for travelling time shall be the ordinary hourly 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 the third hour of work, for any travel time in excess of one hour and up to a maximum of six hours.

ITC reserves the right to determine the most appropriate mode of transport to be used.

vi. Rates of Pay for Telephone Interpreting Assignments

Interpreters credentialed at the NAATI Certified Level				
	Every 15 Minutes or part thereof			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$8.91	\$9.11	\$9.32	\$9.53
Monday to Friday (6.00 pm to 8.00 am)	\$10.00	\$10.23	\$10.47	\$10.71
Saturday and Sunday	\$12.60	\$12.89	\$13.19	\$13.49
Public Holiday	\$20.02	\$20.48	\$20.95	\$21.43

Interpreters credentialed at the NAATI Certified or Recognised Practicing Level				
	Every 15 Minutes or part thereof			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$7.55	\$7.72	\$7.90	\$8.08
Monday to Friday (6.00 pm to 8.00 am)	\$8.47	\$8.66	\$8.86	\$9.06
Saturday and Sunday	\$10.67	\$10.92	\$11.17	\$11.43
Public Holiday	\$16.96	\$17.35	\$17.75	\$18.16

Interpreters without a NAATI credential				
	Every 15 Minutes or part thereof			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$6.45	\$6.60	\$6.75	\$6.91
Monday to Friday (6.00 pm to 8.00 am)	\$7.20	\$7.37	\$7.54	\$7.71
Saturday and Sunday	\$9.08	\$9.29	\$9.50	\$9.72
Public Holiday	\$14.43	\$14.76	\$15.10	\$15.45

vii. Business Interpreting

Business Interpreting generally occurs at the client's nominated location. Business Interpreting is characterised by the specialised nature of the subject matter and/or the intended audience. An example would be providing interpreting services at a business launch, presentation, seminar or business /trade delegation.

Interpreters credentialed at the NAATI Certified Level				
	Full Day Rate (4 to 8 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$309.70	\$316.40	\$324.20	\$332.20
Minimum pay rate (2 hours)				
Monday to Friday (8.00 am to 6.00 pm)	\$115.80	\$118.50	\$121.20	\$124.00
Saturday, Sunday and Public Holidays	\$155.10	\$158.70	\$162.40	\$166.10

Interpreters credentialed at the NAATI Certified Level				
	Half Day Rate (up to 4 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$155.10	\$158.70	\$162.40	\$166.10
Every additional 30 minutes or part thereof				
Monday to Friday (8.00 am to 6.00 pm)	\$29.20	\$29.90	\$30.60	\$31.30
Saturday, Sunday and Public Holidays	\$38.70	\$39.60	\$40.50	\$41.40

Interpreters credentialed at the NAATI Certified Provisional or Recognised Practicing level				
	Full Day Rate (4 to 8 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$260.20	\$266.40	\$272.60	\$278.80
	Minimum pay rate (2 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$97.70	\$99.90	\$102.20	\$104.60
Saturday, Sunday and Public Holidays	\$130.00	\$133.00	\$136.10	\$139.20

Interpreters credentialed at the NAATI Certified Provisional or Recognised Practicing level				
	Half Day Rate (up to 4 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$130.20	\$133.20	\$136.30	\$139.40
	Every additional 30 minutes or part thereof			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$24.50	\$25.10	\$25.70	\$26.30
Saturday, Sunday and Public Holidays	\$32.60	\$33.30	\$34.10	\$34.90

Interpreters without a NAATI credential				
	Full Day Rate (4 to 8 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$218.40	\$223.40	\$228.60	\$233.80
	Minimum pay rate (2 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$82.70	\$84.60	\$86.50	\$88.50

Saturday, Sunday and Public Holidays	\$109.00	\$111.50	\$114.10	\$116.70
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Interpreters without a NAATI credential				
	Half Day Rate (up to 4 hours)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Monday to Friday (8.00 am to 6.00 pm)	\$109.20	\$111.70	\$114.30	\$116.90
Every additional 30 minutes or part thereof				
Monday to Friday (8.00 am to 6.00 pm)	\$20.70	\$21.20	\$21.70	\$22.20
Saturday, Sunday and Public Holidays	\$27.30	\$27.90	\$28.50	\$29.20

The cancellation fee for *Business Interpreting* (if applicable) is the same as *Non-Court Booking Cancellations* outlined in Section 1(iii).

2. **CASUAL TRANSLATORS**

In regard to any 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 require such variation.

Translators credentialed at the NAATI Certified Level				
	(NAATI Professional prior to 1 January 2018)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Text of up to 100 words	\$35.50	\$36.30	\$37.10	\$38.00
Text of more than 100 words	\$35.50	\$36.30	\$37.10	\$38.00
Checking of work	\$16.10	\$16.50	\$16.90	\$17.30

	Translators credentialed at the NAATI Recognised Practicing Level			
	(NAATI Paraprofessional or Recognised prior to 1 January 2018)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Text of up to 100 words	\$30.10	\$30.80	\$31.50	\$32.20
Text of more than 100 words	\$30.10	\$30.80	\$31.50	\$32.20
Checking of work	\$13.50	\$13.80	\$14.10	\$14.40

	No NAATI Credential			
	(Unaccredited prior to 1 January 2018)			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Text of up to 100 words	\$25.50	\$26.10	\$26.70	\$27.30
Text of more than 100 words	\$25.50	\$26.10	\$26.70	\$27.30
Checking of work	\$11.30	\$11.60	\$11.90	\$12.20

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.

Translators credentialed at the NAATI Certified Level			
(NAATI Professional prior to 1 January 2018)			
Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
\$35.50	\$36.30	\$37.10	\$38.00

Translators credentialed at the NAATI Recognised Practicing Level			
(NAATI Paraprofessional or Recognised prior to 1 January 2018)			
Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
\$30.10	\$30.80	\$31.50	\$32.20

No NAATI Credential			
(Unaccredited prior to 1 January 2018)			
Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
\$25.50	\$26.10	\$26.70	\$27.30

4. **EXTRACT TRANSLATIONS**

Employees engaged for Extract Translations of educational, professional and certificates (e.g. birth, marriage, driver's licences) for up to 200 words translating from another language into English.

Extract Summaries				
	All NAATI Credential Levels			
	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Text of up to 200 words	\$44.80	\$45.80	\$46.90	\$48.00

SCHEDULE 1.8: LEGAL OFFICERS

Classification	Inc.	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
LE1	1	\$60,236	\$61,736	\$63,236	\$64,736
	2	\$63,166	\$64,666	\$66,166	\$67,666
	3	\$66,393	\$67,893	\$69,393	\$70,893
	4	\$69,609	\$71,109	\$72,609	\$74,109
LE2	1	\$72,145	\$73,645	\$75,145	\$76,945
	2	\$75,377	\$77,177	\$78,977	\$80,777
	3	\$78,628	\$80,428	\$82,228	\$84,028
	4	\$81,872	\$83,672	\$85,472	\$87,272
LE3	1	\$84,076	\$85,876	\$87,676	\$89,476
	2	\$87,639	\$89,439	\$91,239	\$93,039
	3	\$91,191	\$92,991	\$94,791	\$96,591
LE4	1	\$106,276	\$108,076	\$109,876	\$111,676
	2	\$111,480	\$113,280	\$115,080	\$116,880
	3	\$116,685	\$118,485	\$120,285	\$122,090
LE 5	1	\$127,961	\$129,881	\$131,830	\$133,808
	2	\$133,165	\$135,163	\$137,191	\$139,249

SCHEDULE 1.9: LEGAL OFFICERS – ATTORNEY GENERAL’S

Classification	Inc.	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
LEC1	1	\$63,246	\$64,746	\$66,246	\$67,746
	2	\$69,033	\$70,533	\$72,033	\$73,533
LEC2	1	\$76,404	\$78,204	\$80,004	\$81,804
	2	\$82,437	\$84,237	\$86,037	\$87,837
LEC3	1	\$90,484	\$92,284	\$94,084	\$95,884
	2	\$96,051	\$97,851	\$99,651	\$101,451
	3	\$100,049	\$101,849	\$103,649	\$105,449
LEC4	1	\$110,055	\$111,855	\$113,655	\$115,455
	2	\$116,059	\$117,859	\$119,659	\$121,459
	3	\$120,061	\$121,862	\$123,690	\$125,546
LEC5	1	\$130,065	\$132,016	\$133,997	\$136,007
	2	\$134,065	\$136,076	\$138,118	\$140,190
	3	\$138,071	\$140,143	\$142,246	\$144,380
	4	\$142,073	\$144,205	\$146,369	\$148,565

SCHEDULE 1.10: LEGAL SERVICES COMMISSION

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
LSC-1	1st	\$63,246	\$64,746	\$66,246	\$67,746
	2nd	\$69,033	\$70,533	\$72,033	\$73,533
LSC-2	1st	\$76,404	\$78,204	\$80,004	\$81,804
	2nd	\$82,437	\$84,237	\$86,037	\$87,837
LSC-3	1st	\$90,484	\$92,284	\$94,084	\$95,884
	2nd	\$96,051	\$97,851	\$99,651	\$101,451
	3rd	\$100,049	\$101,849	\$103,649	\$105,449
LSC-4	1st	\$110,055	\$111,855	\$113,655	\$115,455
	2nd	\$116,059	\$117,859	\$119,659	\$121,459
	3rd	\$120,061	\$121,862	\$123,690	\$125,546
LSC-5	1st	\$130,065	\$132,016	\$133,997	\$136,007
	2nd	\$134,065	\$136,076	\$138,118	\$140,190
	3rd	\$138,071	\$140,143	\$142,246	\$144,380
	4th	\$142,073	\$144,205	\$146,369	\$148,565
MANAGERS					
LSM-1		\$124,064	\$125,925	\$127,814	\$129,732
LSM-2		\$140,069	\$142,171	\$144,304	\$146,469

SCHEDULE 1.11: MEDICAL SCIENTISTS

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
MeS1	3 year degree	\$60,019	\$61,519	\$63,019	\$64,519
	4 year degree	\$62,748	\$64,248	\$65,748	\$67,248
	3rd	\$65,476	\$66,976	\$68,476	\$69,976
	4th	\$69,568	\$71,068	\$72,568	\$74,068
	5th	\$73,661	\$75,161	\$76,961	\$78,761
MeS2	1st	\$77,752	\$79,552	\$81,352	\$83,152
	2nd	\$80,479	\$82,279	\$84,079	\$85,879
	3rd	\$83,551	\$85,351	\$87,151	\$88,951
	4th	\$86,620	\$88,420	\$90,220	\$92,020
	5th	\$90,029	\$91,829	\$93,629	\$95,429
	scientific excellence	\$97,118	\$98,918	\$100,718	\$102,518
MeS3	1st	\$92,757	\$94,557	\$96,357	\$98,157
	2nd	\$95,487	\$97,287	\$99,087	\$100,887
	3rd	\$98,896	\$100,696	\$102,496	\$104,296
	scientific excellence	\$104,546	\$106,346	\$108,146	\$109,946
MeS4	1st	\$102,305	\$104,105	\$105,905	\$107,705
	2nd	\$105,033	\$106,833	\$108,633	\$110,433
	3rd	\$108,105	\$109,905	\$111,705	\$113,505
	4th	\$111,854	\$113,654	\$115,454	\$117,254
	scientific excellence	\$118,557	\$120,357	\$122,163	\$123,996
MeS5	1st	\$114,583	\$116,383	\$118,183	\$119,983
	2nd	\$117,308	\$119,108	\$120,908	\$122,722
	3rd	\$121,379	\$123,200	\$125,048	\$126,924
	4th	\$125,494	\$127,377	\$129,288	\$131,228
	scientific excellence	\$132,062	\$134,043	\$136,054	\$138,095
MeS6A		\$137,796	\$139,863	\$141,961	\$144,091
MeS6B		\$147,951	\$150,171	\$152,424	\$154,711

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.

Management Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$2,154	\$2,204	\$2,255	\$2,307

SCHEDULE 1.12: MODELS

Classification	Current (Per Hour)	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Draped	\$27.80	\$28.60	\$29.40	\$30.20
Undraped	\$32.20	\$33.00	\$33.80	\$34.60

SCHEDULE 1.13: OPERATIONAL SERVICES STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
OPS-1	17 years & under	\$25,637	\$26,567	\$27,497	\$28,427
	18 years	\$29,772	\$30,852	\$31,932	\$33,012
	19 years	\$33,907	\$35,137	\$36,367	\$37,597
	20 years	\$38,042	\$39,422	\$40,802	\$42,182
	1st year adult	\$41,350	\$42,850	\$44,350	\$45,850
	2nd year adult	\$43,300	\$44,800	\$46,300	\$47,800
	3rd year adult	\$44,474	\$45,974	\$47,474	\$48,974
	4th year adult	\$45,549	\$47,049	\$48,549	\$50,049
	5th year adult	\$46,620	\$48,120	\$49,620	\$51,120
	6th year adult	\$47,791	\$49,291	\$50,791	\$52,291
OPS-2	1	\$50,815	\$52,315	\$53,815	\$55,315
	2	\$52,908	\$54,408	\$55,908	\$57,408
	3	\$55,003	\$56,503	\$58,003	\$59,503
OPS-3	1	\$59,181	\$60,681	\$62,181	\$63,681
	2	\$61,271	\$62,771	\$64,271	\$65,771
	3	\$63,368	\$64,868	\$66,368	\$67,868
OPS-4	1	\$67,635	\$69,135	\$70,635	\$72,135
	2	\$69,199	\$70,699	\$72,199	\$73,699
	3	\$70,762	\$72,262	\$73,762	\$75,262
OPS-5	1	\$72,544	\$74,044	\$75,544	\$77,344
	2	\$74,913	\$76,413	\$78,213	\$80,013
	3	\$77,284	\$79,084	\$80,884	\$82,684
OPS-6	1	\$79,966	\$81,766	\$83,566	\$85,366
	2	\$82,234	\$84,034	\$85,834	\$87,634
	3	\$84,497	\$86,297	\$88,097	\$89,897
OPS-7	1	\$87,384	\$89,184	\$90,984	\$92,784
	2	\$90,063	\$91,863	\$93,663	\$95,463
	3	\$92,743	\$94,543	\$96,343	\$98,143

SCHEDULE 1.13A: CORRECTIONAL INDUSTRY OFFICER ALLOWANCE

- 1.1 This Schedule is only applicable to those Correctional Industry Officers who are classified in accordance with the Operational Services (OPS) stream only. A Correctional Industry Officer Allowance will not be paid to an employee who is classified as a Correctional Officer in accordance with Appendix 7 of this Enterprise Agreement.
- 1.2 Subject to this schedule, an allowance (payable fortnightly and for all purposes) is payable to an OPS-2; OPS-3 or OPS-4 Correctional Industry Officer, who occupies a position of 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 continuous service (excluding any periods of leave without pay) as a Correctional Industry Officer or Correctional Officer;
- And has been assessed as meeting the following Assessment Criteria:
- c) Has a trade or post trade qualification relevant to their position or has assessed as having equivalent knowledge having regard to their experience; and
 - d) 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.
- 1.3 The allowance will only be payable while the relevant officer occupies a position of 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).
- 1.4 This allowance is not payable for more than one position (i.e. no officer can receive more than one "OPS2, OPS3 and OPS4 Correctional Industry Officer Allowance" under this Schedule).

Correctional Industry Officer Allowance (per annum)	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$1,997	\$2,043	\$2,090	\$2,138

SCHEDULE 1.13B: SECURE TRAINING CENTRE ALLOWANCE

- 1.1 A Secure Training Centre Allowance (payable fortnightly and for all purposes), is payable to Secure Training Centre Youth Workers (Operational Services Stream classifications (OPS)) employed by the Department for Communities and Social Inclusion and who work in the Adelaide Youth Training Centre 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 Adelaide Youth Training Centre 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).

Secure Training Centre Allowance (per annum)	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$1,997	\$2,043	\$2,090	\$2,138

SCHEDULE 1.13C: RESIDENTIAL (SECURE) CARE ALLOWANCE

- 1.1 A Residential (Secure) Care Allowance (payable fortnightly and for all purposes) is payable to Residential Care Workers (Operational Services Stream classifications (OPS)) employed by the Department for Child Protection (DCP) and perform their duties within a DCP residential care house/s; provide for the care, supervision and support of children and young people required to live in a residential care house; and who meet the following criteria:
- a). Has had not less than 6 years service (excluding any periods of leave without pay) as a Residential Care Worker within an agency; and
 - b). Demonstrates and promotes the core values of providing a safe, secure and supported environment for young people who are required to reside in residential care houses operated by DCP.
- 1.2 The Allowance will only be payable while the relevant Residential Care Worker (as above) has a set of duties designated as 'residential care worker' in the Operational Services Stream (i.e. classification) in DCP, 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, DCP).
- 1.3 This Allowance is not payable for more than one position or set of duties (i.e. no Residential Care Worker can receive more than one Allowance under this Schedule).

Residential (Secure) Care Allowance (per annum)	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$1,997	\$2,043	\$2,090	\$2,138

SCHEDULE 1.13D: ALLOWANCES, OPERATION OF

- 1.1 For the purposes of this Schedule 1.13: Operational Services Stream, an employee can only be in receipt of one or other Allowance of the foregoing allowances at any time and no employee can be entitled at any time to both an allowance in this schedule and a new or revised classification structure to come into effect in accordance with this Enterprise Agreement.

SCHEDULE 1.14: CORRECTIONAL OFFICERS

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
CO-1	17 years & under	\$25,637	\$26,567	\$27,497	\$28,427
	18 years	\$29,772	\$30,852	\$31,932	\$33,012
	19 years	\$33,907	\$35,137	\$36,367	\$37,597
	20 years	\$38,042	\$39,422	\$40,802	\$42,182
	1st year adult	\$41,350	\$42,850	\$44,350	\$45,850
	2nd year adult	\$43,300	\$44,800	\$46,300	\$47,800
	3rd year adult	\$44,474	\$45,974	\$47,474	\$48,974
	4th year adult	\$45,549	\$47,049	\$48,549	\$50,049
	5th year adult	\$46,620	\$48,120	\$49,620	\$51,120
	6th year adult	\$47,791	\$49,291	\$50,791	\$52,291
CO-2	1	\$50,815	\$52,315	\$53,815	\$55,315
	2	\$52,908	\$54,408	\$55,908	\$57,408
	3	\$55,003	\$56,503	\$58,003	\$59,503
	4	\$57,276	\$58,776	\$60,276	\$61,776
	5*	\$58,526	\$60,026	\$61,526	\$63,026
CO-3	1	\$59,958	\$61,458	\$62,958	\$64,458
	2	\$61,460	\$62,960	\$64,460	\$65,960
	3	\$63,462	\$64,962	\$66,462	\$67,962
	4	\$65,641	\$67,141	\$68,641	\$70,141
CO-4	1	\$67,913	\$69,413	\$70,913	\$72,413
	2	\$69,632	\$71,132	\$72,632	\$74,132
	3	\$71,316	\$72,816	\$74,316	\$75,816
	4	\$73,035	\$74,535	\$76,035	\$77,835
	5*	\$73,700	\$75,200	\$77,000	\$78,800
CO-5	1	\$73,753	\$75,253	\$77,053	\$78,853
	2	\$74,913	\$76,413	\$78,213	\$80,013
	3	\$77,284	\$79,084	\$80,884	\$82,684
	4	\$79,282	\$81,082	\$82,882	\$84,682
CO-6	1	\$79,966	\$81,766	\$83,566	\$85,366
	2	\$82,234	\$84,034	\$85,834	\$87,634
	3	\$84,497	\$86,297	\$88,097	\$89,897
	4	\$86,493	\$88,293	\$90,093	\$91,893
CO-7	1	\$87,384	\$89,184	\$90,984	\$92,784
	2	\$90,063	\$91,863	\$93,663	\$95,463
	3	\$92,743	\$94,543	\$96,343	\$98,143
	4	\$94,739	\$96,539	\$98,339	\$100,139

*New increments at CO-2 (5th increment) and CO-4 (5th increment)

SCHEDULE 1.15: PROFESSIONAL OFFICERS STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
PO-1	3 year degree	\$60,019	\$61,519	\$63,019	\$64,519
	4 year degree	\$62,748	\$64,248	\$65,748	\$67,248
	3rd	\$65,476	\$66,976	\$68,476	\$69,976
	4th	\$69,568	\$71,068	\$72,568	\$74,068
	5th	\$73,661	\$75,161	\$76,961	\$78,761
PO-2	1st	\$77,752	\$79,552	\$81,352	\$83,152
	2nd	\$80,479	\$82,279	\$84,079	\$85,879
	3rd	\$83,551	\$85,351	\$87,151	\$88,951
	4th	\$86,620	\$88,420	\$90,220	\$92,020
PO-3	1st	\$90,029	\$91,829	\$93,629	\$95,429
	2nd	\$92,757	\$94,557	\$96,357	\$98,157
	3rd	\$95,487	\$97,287	\$99,087	\$100,887
PO-4	1st	\$98,896	\$100,696	\$102,496	\$104,296
	2nd	\$102,305	\$104,105	\$105,905	\$107,705
	3rd	\$105,033	\$106,833	\$108,633	\$110,433
	4th	\$108,105	\$109,905	\$111,705	\$113,505
PO-5	1st	\$111,854	\$113,654	\$115,454	\$117,254
	2nd	\$114,583	\$116,383	\$118,183	\$119,983
	3rd	\$117,308	\$119,108	\$120,908	\$122,722
PO-6		\$125,494	\$127,377	\$129,288	\$131,228

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.

Management Allowance	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
	\$2,154	\$2,204	\$2,255	\$2,307

SCHEDULE 1.16: TECHNICAL SERVICES STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
TGO-0	16 years & under	\$22,212	\$22,992	\$23,772	\$24,552
	17 years	\$26,484	\$27,414	\$28,344	\$29,274
	18 years	\$30,756	\$31,836	\$32,916	\$33,996
	19 years	\$35,027	\$36,257	\$37,487	\$38,717
	20 years	\$39,299	\$40,679	\$42,059	\$43,439
	1st year adult	\$42,716	\$44,216	\$45,716	\$47,216
	2nd year adult	\$44,006	\$45,506	\$47,006	\$48,506
	3rd year adult	\$45,471	\$46,971	\$48,471	\$49,971
	4th year adult	\$46,915	\$48,415	\$49,915	\$51,415
	5th year adult	\$48,335	\$49,835	\$51,335	\$52,835
	6th year adult	\$49,662	\$51,162	\$52,662	\$54,162
	7th year adult	\$51,295	\$52,795	\$54,295	\$55,795
	8th year adult	\$52,946	\$54,446	\$55,946	\$57,446
	9th year adult	\$54,604	\$56,104	\$57,604	\$59,104
TGO-1	18 years	\$42,052	\$43,357	\$44,662	\$45,967
	19 years	\$43,986	\$45,351	\$46,716	\$48,081
	20 years	\$45,920	\$47,345	\$48,770	\$50,195
	1st year adult	\$48,335	\$49,835	\$51,335	\$52,835
	2nd year adult	\$49,662	\$51,162	\$52,662	\$54,162
	3rd year adult	\$51,295	\$52,795	\$54,295	\$55,795
	4th year adult	\$52,946	\$54,446	\$55,946	\$57,446
	5th year adult	\$54,604	\$56,104	\$57,604	\$59,104
	6th year adult	\$56,253	\$57,753	\$59,253	\$60,753
	7th year adult	\$57,928	\$59,428	\$60,928	\$62,428
	8th year adult	\$59,811	\$61,311	\$62,811	\$64,311
	9th year adult	\$61,483	\$62,983	\$64,483	\$65,983
TGO-2	1	\$66,390	\$67,890	\$69,390	\$70,890
	2	\$68,574	\$70,074	\$71,574	\$73,074
	3	\$70,762	\$72,262	\$73,762	\$75,262
TGO-3	1	\$74,193	\$75,693	\$77,493	\$79,293
	2	\$76,252	\$78,052	\$79,852	\$81,652
	3	\$78,315	\$80,115	\$81,915	\$83,715
TGO-4	1	\$80,584	\$82,384	\$84,184	\$85,984
	2	\$82,539	\$84,339	\$86,139	\$87,939
	3	\$84,497	\$86,297	\$88,097	\$89,897
TGO-5	1	\$87,384	\$89,184	\$90,984	\$92,784
	2	\$90,063	\$91,863	\$93,663	\$95,463
	3	\$92,743	\$94,543	\$96,343	\$98,143

SCHEDULE 1.17: VISITING DENTAL STAFF AGREEMENT

Classification	Current (Per Hour)	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
DOV-1	\$157.10	\$159.50	\$161.90	\$164.40
DOV-2	\$174.10	\$176.80	\$179.50	\$182.20
DOV-3	\$196.00	\$199.00	\$202.00	\$205.10

SCHEDULE 1.18: VISITING PODIATRISTS

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

Classification	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
Up to 3 years relevant experience since qual.	\$158.60	\$161.00	\$163.50	\$166.00
More than 3 years relevant experience since qual.	\$208.80	\$212.00	\$215.20	\$218.50

SCHEDULE 1.19: ALLIED HEALTH ASSISTANTS

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
AHA-1	17 years & under	\$25,637	\$26,567	\$27,497	\$28,427
	18 years	\$29,772	\$30,852	\$31,932	\$33,012
	19 years	\$33,907	\$35,137	\$36,367	\$37,597
	20 years	\$38,042	\$39,422	\$40,802	\$42,182
	1st year adult	\$41,350	\$42,850	\$44,350	\$45,850
	2nd year adult	\$43,300	\$44,800	\$46,300	\$47,800
	3rd year adult	\$44,474	\$45,974	\$47,474	\$48,974
	4th year adult	\$45,549	\$47,049	\$48,549	\$50,049
	5th year adult	\$46,620	\$48,120	\$49,620	\$51,120
	6th year adult	\$47,791	\$49,291	\$50,791	\$52,291
AHA-2	1	\$50,815	\$52,315	\$53,815	\$55,315
	2	\$52,908	\$54,408	\$55,908	\$57,408
	3	\$55,003	\$56,503	\$58,003	\$59,503
AHA-3	1	\$59,181	\$60,681	\$62,181	\$63,681
	2	\$61,271	\$62,771	\$64,271	\$65,771
	3	\$63,368	\$64,868	\$66,368	\$67,868
AHA-4	1	\$67,635	\$69,135	\$70,635	\$72,135
	2	\$69,199	\$70,699	\$72,199	\$73,699
	3	\$70,762	\$72,262	\$73,762	\$75,262

APPENDIX 3: SAVED CLAUSES

Appendix 3.1 SafeWork SA Division (*now employees in the Attorney-General's Department*)

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.

Appendix 3.2 State Aboriginal Affairs Division Agreement (now known as “Aboriginal Affairs and Reconciliation” in the Department of State Development)

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 3.3 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 3.4 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 3.5 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 3.6 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 3.7 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 3.8 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 3.9 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 3.10 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 3.11 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 3.12 Carclew Incorporated

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 3.13 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 3.14 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 3.15 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 4: WORKPLACE FLEXIBILITY AGREEMENTS

Appendix 4.1 - 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 4.2 - 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 4.3 - SA Health - Special conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate

Scope and Persons Bound

This Workplace Flexibility Agreement ('WFA') only applies within SA Health (incorporating the Department for Health and Ageing and Local Health Networks) (however described), or any successor agency and will be binding on persons employed to work at one or more of the following SA Health Community Rehabilitation Centres: Elpida House, Wondakka Community Rehabilitation Centre and/or Trevor Parry Centre as a Community Rehabilitation Worker, classified pursuant to the Operational Services Stream in the *S.A. Public Sector Salaried Employees Interim Award*, including as a casual Community Rehabilitation Worker (referred to as a 'relevant employee').

Objects

The objects of this WFA are to:

1. Amend the ordinary hours of duty of relevant employees to allow for a reconfiguration of shift rosters to achieve minimum staffing requirements; and
2. Establish a working arrangement that provides for a crib break for relevant employees undertaking night or weekend shifts, in lieu of the meal break entitlements that would otherwise apply under clause 22.1 of this Enterprise Agreement.

Hours of work and overtime

For relevant employees, in place of the definition of "overtime" in clause 6.1.1 of the Award: "Overtime" means work in excess of a relevant employee's normal hours of duty and where such time is in excess of:

- 10 hours in any one day;
- 150 hours in any four-week period.

Crib Break

For relevant employees, insert after clause 22.1 of this Enterprise Agreement:

"22.1A Relevant employees, who work during a night or weekend shift, will be entitled to a crib break of 30 minutes, which will count as part of the employee's ordinary hours. No relevant employee will be required to work more than 5 hours without a crib break."

Date of Operation

This Appendix 3.3 SA Health - Special Conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate will come into operation on and from the date of approval by the Industrial Relations Commission of South Australia.

Approved by the Industrial Relations Commission of South Australia on 23 February 2012.

Appendix 4.4 – Department of Environment and Natural Resources

Special conditions for employees of the Department of Environment and Natural Resources engaged in bushfire suppression duties.

This Workplace Flexibility Agreement (WFA) only applies within the Department for Environment and Natural Resources (or successor agency) and will be binding on persons employed pursuant to this enterprise agreement to undertake Bushfire Suppression duties.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES SALARIED AND WEEKLY PAID EMPLOYEES

Conditions of Employment

This Workplace Flexibility Agreement relates to the conditions applicable to both salaried and weekly paid employees when participating in bushfire incident operations as designated by the Department of Environment and Natural Resources (DENR).

Despite any other provision in the *South Australian Public Sector Salaried Employees Interim Award* (SAPSSEI Award), *South Australian Government Services Award*, or the *South Australian Government Civil Construction and Maintenance Award*, an employee required by the employer to undertake bushfire incident operations will be employed in accordance with the conditions detailed in this Appendix to the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010* and *South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2010* respectively.

DEFINITIONS

“Accommodation” for the purposes of fire fighting “accommodation” is defined as a commercial hotel/motel/guest/boarding house, caravan park or government owned quarters, cubicles, camps or premises including base and remote camps.

“Air Observer” is an **employee** responsible for collating aerial observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident Management Team**.

“Assembly point” is a pre-arranged meeting point at which **employees** will assemble prior to a **deployment** at a time specified by the **employer** eg airport, road junction, town location. (This will generally be at a point that is convenient to and reduces travel requirements for the **employee**).

“Award” is either the *S.A. Public Sector Salaried Employees Interim Award*, *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* (whichever is relevant).

“Basic Fire Fighter” is an **employee** responsible for undertaking works associated with implementing a fire incident management strategy.

“Crew Leader” is an **employee** responsible for leading a group of **Basic Fire Fighters** (generally up to five) to implement on-ground works associated with a fire incident management strategy.

“Consecutive Shifts” are those that follow each other despite there being an eight hour break between one **shift** and the next.

“Day” is the time between midnight of one day and midnight the following day.

“Department” is the Department of Environment and Natural Resources (DENR).

“Dependant” is:

- A 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 employee's care.

“Deployment” is comprised of two (2) or more consecutive **shifts** and which may involve relocating to a **temporary workplace**. **Deployments** may extend for up to seven (7) consecutive days, which might typically consist of up to five (5) consecutive day or night **shifts** and two (2) days travel time to and from the **incident** if relocated to a **temporary workplace**, or, seven (7) day or night **shifts** if deployed from the **employee's normal workplace**, or, as authorised by the **Incident Controller**. An international **deployment** may extend up to thirty-five (35) consecutive days and consist of up to two (2) **deployments** of fourteen (14) consecutive **shifts**.

“Divisional Commander” is an **employee** who is under the direction of an **Operations Officer** and who is responsible for managing a sector or number of sectors to which specific work tasks associated with implementing incident management strategies are allocated.

“Duty Officer” is an **employee** responsible for initiating and coordinating DENR's response to a fire **incident**.

“Employee” includes all persons permanently or temporarily employed by the Department of Environment and Natural Resources including those on a term or casual contract.

“Employer” is the Department of Environment and Natural Resources (DENR).

“Emergency Period” is the period of time from when a bush fire is reported to the **employer** until midday the following day, which allows the **employer** an opportunity to organise the necessary resources.

“Ground Observer” is an **employee** responsible for gathering ground observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident Management Team**.

“Home” is the place of usual abode.

“Incident” is an unscheduled bushfire event requiring emergency response and suppression activities (N.B. Does not include prescribed burning operations).

“Incident Management Team” is a group of incident management personnel comprising the **Incident Controller**, and personnel appointed to be responsible for the functions of planning, operations and logistics associated with developing and managing the implementation of incident management strategies.

“Incident Controller” is a person responsible for the management of all incident control functions and activities across a whole **incident**.

“Incident Duties” are all tasks associated with implementing or undertaking incident management strategies from when an **incident** is reported until declared **safe** by the **Incident Controller**. Duties may include, but are not limited to: initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol, recovery and rehabilitation, and may involve office duties or field work, either locally or remotely.

“Incident Responsibility Rate” is the classification level and pay rate an **employer** may assign an **employee** to during an **incident** to perform assigned **incident duties**. **Employees** will be paid at the assigned **incident responsibility rate** or their **normal rate of pay** whichever is the greater.

“Information Officer” is an **employee** responsible for accurate and regular flow of information approved by the **Incident Controller** both within the incident management structure and to relevant parties external to the **incident** including media, communities and relevant agencies/stakeholders.

“Liaison Officer” is an **employee** responsible for representing and communicating DENR's interests during multi-agency response **incidents**.

“Logistics Officer” is an **employee** responsible for managing the provision of facilities, services, and materials in support of the **incident**.

“Management Support Unit Officer” is an **employee** responsible for managing the provision of administrative support for the **incident**.

“Monday to Friday Workers” are **employees** whose **ordinary hours** of work occur on weekdays.

“Normal workplace” is the location where an **employee** normally commences and finishes work.

“Normal Rate of Pay” is the pay being received by the **employee** for their **ordinary hours** of work prior to the **incident** and not the **incident responsibility rates** as outlined in Clause 17.1 of this Workplace Flexibility Agreement.

“On Call” is where an **employee** is expected to be contactable and available for recall to duty outside of **ordinary hours** as determined by the **employer** for which an allowance is paid. . Refer Clause 6.9 “On Call and Recall to Duty” of the *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* and Clause 10 of the *South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010* or Clause 5.3.3 “On Call Allowance” of the *SAPSSEI Award* and Clause 12 of the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010*.

“Operations Officer” is an **employee** responsible for the management of all operations and resources allocated to the operations Section to resolve the **incident**.

“Ordinary hours” are those hours which the **employee** is normally expected to work and consist of seven and one-half (7.5) hours per day for **employees** whose ordinary weekly hours are 37.5, and seven and six-tenths (7.6) hours per day for **employees** whose ordinary weekly hours are 38.

“Ordinary Rostered Hours” are those hours applicable to Ranger staff that are rostered on weekends and public holidays.

“Planning Officer” is an **employee** responsible for managing the Planning Unit within **the Incident Management Team** and collation of information to support the **incident** and development of Incident Action Plans.

“Prescribed over time rates” are as per current Awards i.e. *S.A. Public Sector Salaried Employees Interim Award*, *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* (whichever is relevant). Refer to Clause 6.1.6.2 of the *SAPSSEI Award*

“Programmed Day Off” is a paid day/s off, except those days that are taken as approved leave or time off in lieu.

“Recall to Duty” is where an **employee** is recalled to work necessitating their attendance at the **normal workplace**, **temporary workplace**, or **assembly point** outside of **ordinary hours** as directed by the **employer** for which **prescribed overtime rates** will be paid. Refer Clause 12 “On Call/Recall” of the *South Australian (Salaried) Wages Parity Enterprise Agreement 2010* and Clause 10 of the *South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010*.

“Resource Officer” is an **employee** who reports to the **Planning Officer** and is responsible for the capture and management of information regarding the status of resources allocated to an **incident**.

“Rostered Day Off” is the day/s of the week that an **employee** is not required to work and is not paid. Days that are taken as approved leave, flexitime, or time off in lieu are not rostered days off.

“Safe” is when an **incident** requires no further operational activity and is deemed **safe** by the **Incident Controller**.

“Sector Commander” is an **employee** who is responsible for managing operations within a defined area of a division or having a specific functional responsibility.

“Shift” may be ‘day’ or ‘night’ and except during a prescribed **emergency period**, will generally be up to twelve (12) hours but not to exceed fourteen (14) hours. During an **emergency period**, the initial **shift** may be up to, but not exceed twenty-four (24) hours. (The intention of this provision is to

allow the **employer** flexibility and time to assemble and deploy resources, or, unforeseeable worsening of the **incident**, or, delayed arrival of new crews).

“Situation Officer” is an **employee** who is responsible for monitoring and predicting the **incident’s** behaviour, preparing alternative strategies and identifying the risks and likely outcomes associated with each.

“Staging Area Manager” is an **employee** responsible for the management and preparation of resources for allocation to an **incident** and may include the provision of welfare and equipment maintenance facilities.

“Standby” is where an **employee** is directed and paid by the **employer** to be available for immediate **recall to duty** both during and/or outside **ordinary hours**. The **employer** will determine the hours and location (i.e. normal workplace or **temporary workplace**) where the **employee** is to **standby**.

“Strike Team Leader” is an **employee** responsible for leading and managing a number of resources (multiple tankers or equipment and crews) associated with an incident management strategy.

“Temporary Workplace” is an alternative workplace where **employees** may be required to **standby** or commence or finish **incident duties** during an **incident**.

1. INCIDENT CONDITIONS

1.1 The following conditions apply in circumstances where an **employee** has either been **deployed** to a declared **incident**, or placed on **standby** or **on call** in anticipation of a **deployment** and approved by a person authorised by the **employer**, (e.g. Regional Duty Officer), until the incident is declared **safe** or attendance ceases.

1.2 Flexitime and compressed working week arrangements for those **employees** required to participate in an **incident** will be suspended at the time an **incident** is declared. In such instances, payment at the **prescribed overtime rates** will apply for all excess hours worked over and above the **employee’s ordinary hours**.

2. RETENTION OF CLASSIFICATION

2.1 An **employee** will retain the **normal rate of pay** in which the **employee** was employed immediately prior to an **incident**, or, the **employer** may, during any period of an **incident**, assign an **employee** to another position. Payment in this case will be either at the **employee’s normal rate of pay** prior to the **incident**, or the assigned **incident responsibility rate**, whichever is greater (subject to the assignment at the **incident** exceeding three (3) hours).

3. HOURS OF DUTY

3.1 The **ordinary hours** of work of an **employee** immediately prior to an **incident** will continue to apply.

3.2 Hours worked by the **employee** outside of **ordinary hours** will be paid at **prescribed overtime rates**.

4. SICK LEAVE

4.1 An **employee** who has been granted sick leave for illness/injury or family carer’s leave during **ordinary hours** of duty will not be eligible to be **recalled to duty** on that day to undertake bushfire incident operations.

5. REST PERIODS

5.1 Prior to an incident

5.1.1 If a **deployment** is imminent or likely, **employees** may be sent **home** to rest and prepare without loss of pay for their **ordinary hours**.

5.2 During an Incident

5.2.1 During an **incident**, and except during a prescribed **emergency period**, an **employee** shall be given a minimum rest period of eight (8) consecutive hours from **incident duties** between two (2) consecutive **shifts**. In the event of the **employee** not receiving such a rest period, the **employee** must be paid at the rate of double time upon the resumption of **incident duties** until

such time as a rest period of eight (8) consecutive hours is granted, irrespective if the **shift** occurs over different days.

5.2.2 During an **incident** and except during a prescribed **emergency period**, resumption of **incident duties** without a rest period of eight (8) consecutive hours will not be permitted unless specifically authorised by the **Incident Controller** or **employer**. It is the responsibility of **employees** to inform the **Incident Controller** or **employer** of not having had the required rest period should such a request be made. Refer also 6.2.

5.2.3 Upon resumption of **incident duties** at the conclusion of an eight (8) hour rest period between two consecutive **shifts**, the **employee** shall be deemed to have commenced work on a new day for which payment will be made at **ordinary hours** at the **normal rate of pay** or the assigned **incident responsibility rate** whichever is the greater. Excess hours worked over and above **ordinary hours** for the duration of the **shift** will be paid at **prescribed overtime rates**.

5.2.4 Where there is a known requirement for a second **deployment**, **employees** will be given a forty-eight (48) hour rest period between consecutive **deployments** with **ordinary hours** pay at **normal rate of pay** for recognised working time that would normally have been paid had the **employee** been performing normal duties.

5.2.5 The location of this rest break will be determined by the **Incident Controller** and may not necessarily be at the **employee's home**. All costs associated with a rest period away from the **employee's home** will be borne by the **employer**.

5.2.6 If **employees** are unable to return **home** between consecutive **deployments** and a portion of the required forty-eight (48) hour rest period falls on a Saturday or Sunday, **employees** will be paid for **ordinary hours** at **normal rate of pay** at ordinary time.

5.2.7 If **employees** are able to return **home**, any portion of the rest period falling on a Saturday or Sunday will be unpaid.

5.2.8 Travel time between consecutive **deployments** to and from the **incident** will form part of this forty-eight (48) hour rest period and be paid at **normal rate of pay** for **ordinary hours** and **prescribed overtime rates** when **ordinary hours** have been exceeded. (Refer Section 7 'Travelling Time').

5.3 At Completion of a Shift or Deployment

5.3.1 Where an **incident** starts and finishes within the **employee's ordinary hours**, there will be no defined rest period.

5.3.2 At the completion of a **shift** that extends beyond the **employee's ordinary hours**, or, is outside the **employee's ordinary hours**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours without loss of pay for recognised **ordinary hours** occurring during such a break prior to the resumption of normal duties.

5.3.3 At the completion of a **deployment**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours commencing from their finish time at their **normal workplace** or pre-arranged **assembly point** prior to resuming normal duties without loss of pay for recognised **ordinary hours** that the **employee** would normally be expected to work occurring during such a break.

5.3.4 In the event of an **employee** not receiving a prescribed rest period, the **employee** must be paid at the rate of double time upon the resumption of **incident duties** or normal duties until such time as the prescribed rest period is granted, irrespective if the **shift** occurs over different days.

6. SHIFT LENGTHS

6.1 Shift lengths will be determined by the **Incident Controller** and will commence and conclude at the nominated time and location (i.e. **temporary workplace**) as determined by the **Incident Controller**.

6.2 Unless authorised by the **Incident Controller**, **shift** lengths must not be exceeded. It is the responsibility of the **Incident Controller** (and/or **employer** and **employee**) to ensure that compliance with **shift** lengths and rest period requirements are adhered to.

7. TRAVELLING TIME

7.1 All time spent travelling to an **incident** from a **normal work place, temporary workplace** or pre-arranged **assembly point** and return to the **normal work place, temporary workplace** or pre-arranged **assembly point** will be deemed as time worked. (Refer Section 16, Start and Finish Times).

7.2 If an **employee** is **on call, on standby** or normally takes a government plated vehicle **home** and is required by the **employer** to respond direct from **home** to the **incident**, all travel time to and from the **employee's home** will be deemed as time worked. (Refer also Section 16, Start and Finish Times).

7.3 Travelling time from a **temporary workplace** at the conclusion of a **shift** to a place of **accommodation** will be unpaid except where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**. Where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**, all travel time will be deemed as time worked. All travel time will form part of the defined rest period. (Refer Section 16, Start and Finish Times).

7.4 Travel time incurred during any forty-eight (48) hour rest period between consecutive **deployments** will be deemed as time worked and will form part of the defined rest period.

7.5 All travel time will be paid at the **employee's normal rate of pay** or the assigned **incident responsibility rate**, whichever is applicable and/or the greater depending on the assigned role. **Prescribed overtime rates** will apply for any travel time outside of **ordinary hours** or if **ordinary hours** are exceeded.

8. RESUMPTION OF NORMAL DUTIES

8.1 An **employee** who has been engaged in **incident duties** for a period that extends beyond or is outside the **employee's ordinary hours** will not resume normal duties until the specified rest period has been taken (refer Section 5 'Rest Periods').

8.2 Employees will be required to resume normal duties upon having had the specified rest period (refer Section 5 'Rest Periods') unless authorised by the **employer**.

9. PRESCRIBED OVERTIME RATES

9.1 A **Monday to Friday worker** will be paid at the **employee's normal rate of pay** for **ordinary hours**, and then at the rate of time and a half for the next three (3) hours, and at the rate of double time after that until completion of the **shift** and return to the **normal workplace, temporary workplace** or **assembly point** (refer Section 16 'Start and Finish times').

9.2 In addition, the **prescribed overtime rate** of an **employee** who, during such period is required to continue working beyond midnight, will not revert to ordinary time until the **employee** has had eight (8) consecutive hours rest whereupon a new day will be deemed to commence.

9.3 The overtime classification barrier criteria for non-executive positions in Clause 6.1.3.4 of the SAPSSEI Award do not apply to this Workplace Flexibility Agreement.

10. SATURDAY WORK

10.1 All time worked by an **employee** (not being the ordinary rostered hours of duty of such **employee**) on a Saturday will be paid for at the rate of time and a half for the first three (3) hours up until midday (or whichever occurs first) and at the rate of double time after midday until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

10.2 An **employee** working ordinary rostered hours of duty on a Saturday will be paid at the rate of ordinary time for the **employee's ordinary hours** and at the rate of double time after that until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

11. SUNDAY WORK

11.1 All time worked by an **employee** (not being the ordinary rostered hours of duty of such **employee**) on a Sunday will be paid for at the rate of double time until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

11.2 An **employee** working ordinary rostered hours of duty on a Sunday will be paid at the rate of ordinary time for the **employee's ordinary hours** and at the rate of double time after that until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

12. PUBLIC HOLIDAY WORK

12.1 All time worked by an **employee** (not being the ordinary rostered hours of such **employee**) on a public holiday will be paid for at the rate of double time and a half until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

12.2. An **employee** working ordinary rostered hours of duty on a public holiday will be paid at the rate of ordinary time for **ordinary hours** and at the rate of double time and a half after that until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

13. STANDBY

13.1 Employees who have been directed by the **employer** to remain at work on **standby** after completion of their **ordinary hours** on week days will be paid at their **normal rate of pay** at **prescribed overtime rates** for the additional time worked.

13.2 **Employees** who have been directed by the **employer** to be on **standby** on a Saturday or Sunday or public holiday at a **normal workplace** or **temporary workplace** will be paid at their **normal rate of pay** at **prescribed overtime rates** for the time worked.

13.3 Employees who have been directed by the **employer** to be on **standby** at **home** will be paid at the **employee's normal rate of pay** at **ordinary hours** for the time worked.

13.4 **Employees** that have been directed by the **employer** to be on **standby** on a weekend or public holiday and are actually present at the location, and are subsequently no longer required, will be paid for a minimum of three (3) hours of pay at their **normal rate of pay** at **prescribed overtime rates**,

13.5 Where an **employee** has been advised by the **employer** to be on standby on a weekend or public holiday and then advised after 1700 hours on the last working day prior to the standby period that there is no longer a requirement for them to be on standby shall be paid three (3) hours at their **normal rate of pay** at ordinary time.

14. ON CALL

14.1 To enable out of **ordinary hours** management of and response to **incidents**, **employees** may be required by the **employer** to be **on call**. This will require the **on call employee** to be contactable by the **employer** in a prearranged manner. An **employee on call** must be able to return to the **normal work place** or respond to an **incident** within 45 minutes of being called. **On call** situations will be managed and the **employee** paid an allowance in accordance with **Awards**.

14.2 **Employees** engaged on a casual contract are eligible to be **on call** for which the allowance as per **Awards** will be paid.

15. RECALL TO DUTY

15.1 An **employee** who is **recalled to duty** by the **employer** in response to an **incident** outside of **ordinary hours** will be paid a minimum of three (3) hours at prescribed overtime rates at the **employee's normal rate of pay**.

15.2 Employees recalled to duty on their **Programmed Day/s Off** (PDO) will be paid at **prescribed overtime rates** until conclusion of the **shift** at their **normal rate of pay** or relevant **incident responsibility rate**, whichever is the greater.

15.3 Employees notified by the **employer** by 1700 hours the day before that they are required to work on their Rostered or **Programmed Day Off** will negotiate an alternative day/s off to be taken at a mutually agreed time within the following four (4) weeks.

15.4 If an **employee** is not **on call** or on **standby** outside **ordinary hours**, the **employee** is under no obligation to be **recalled to duty** unless they agree.

15.5 Employees who are requested and who agree to return from annual leave to attend an **incident** will be compensated for pre-paid accommodation and return travel from their leave destination to **home** at either First Class Rail Travel or economy air travel whichever is the least (and in each case taxis as necessary) for themselves and any dependants, or as prescribed in the relevant **Award** if a private vehicle is used. **Employees** will be further compensated for **ordinary hours** at **normal rate of pay** for all hours travelled. **Employees** will only be requested to return from approved leave in extreme circumstances e.g. skill requirement, severe labour shortage etc. Annual leave not used will be credited back to the **employee**.

16. START AND FINISH TIMES

16.1 Ordinary hours

16.1.1 On a day on which an **employee** is required to work their **ordinary hours**, start time will be from the time the request to respond is received by the **employee** and finish time will be on return to the **normal workplace** plus half an hour.

16.2 Outside Ordinary hours

16.2.1 If an **employee** is **on call** or on **standby** at their **normal workplace, temporary work place or home**, start time will commence from when the **employee** is requested to respond by the **employer** and finish time will be on return to their **normal workplace, temporary workplace or home** plus half an hour.

16.2.2 On any day when the **employee** is not at work and is not on **standby** or **on call**, and the **employee** agrees to respond if requested by the **employer**, start time will commence upon arrival at the **normal workplace or assembly point** at the time specified by the **employer**, and finish time will be on return to the **normal workplace or assembly point** plus half an hour.

16.3 Finish Time if Relocated to a Temporary Workplace

16.3.1 Where it is not possible for the **employee** to return to their **normal workplace or home**, finish time will be upon completion of the **shift** at the **temporary workplace** plus half an hour.

16.3.2 If the **employee** is **deployed** direct to a place of **accommodation**, finish time will be upon arrival at the place of **accommodation**. .

16.3.3 If the **employee** is deployed direct to a place of **accommodation** and arrival is before the **employee's ordinary hours** have expired, finish time will be at the completion of the **employee's ordinary hours**.

16.4 During a Deployment

16.4.1 Start time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will generally be the time **employees** are required to commence their **shift**.

16.4.2 Finish time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will be upon completion of the **shift** at the **temporary workplace** plus half an hour.

16.4.3 If the **accommodation** provided by the **employer** is greater than one half hour (30 minutes) from the designated **temporary workplace** where the **shift** is concluded, finish time will be upon arrival at the place of **accommodation**.

17. INCIDENT RESPONSIBILITY RATES

17.1 An **employer** may assign an **employee** to an incident responsibility position during an **incident**. The **employee** shall be paid at the following **incident responsibility rate** depending on the assigned role:

Air Observer – OPS5
Crew Leader- OPS3
Divisional Commander - OPS6
Ground Observer - OPS5
Incident Controller – ASO8

Information Officer – ASO5
Liaison Officer – ASO6
Logistics Officer - ASO6
Management Support Officer – ASO4
Operations Officer – ASO6
Planning Officer – ASO6
Resource Officer – ASO5
Sector Commander – OPS5
Situation Officer – ASO5
Staging Area Manager – OPS5
Strike Team Leader – OPS4

17.2 An **employee** will be paid at their **normal rate of pay** prior to the **incident** or at the relevant **incident responsibility rate**, whichever is the greater.

17.3 An **employee** must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three (3) hours to receive **incident responsibility rates**.

18. PROVISION OF MEALS AND ACCOMMODATION WHILST WORKING AT AN INCIDENT

18.1 **Employees** commencing **incident duties** at their **normal workplace** will provide their first meal where the meal break falls within their **ordinary hours**. (DENR crews are expected to be self sufficient for the first **shift** and have been provided with ration packs, however the **employer** will endeavour to provide meals wherever possible).

18.2 When **employees** are unable to return to their **normal workplace** or **home**, the **employer** will provide all catering requirements.

18.3 The cost of all meals (except as described in 18.1) while responding to, during and returning from an **incident** will be paid for by the **employer**.

18.4 **Employees** must seek approval from the **employer** before making alternative arrangements for purchasing meals, where meals have been provided by the **employer** at the **incident**, **temporary workplace** or place of **accommodation**.

18.5 The **employer** will provide **accommodation** and pay all costs when the **employee** is unable to return to the **normal workplace** or **home**.

19. PAID MEAL BREAKS

19.1 All meal breaks throughout the duration of the **shift** are to be deemed as time worked unless established meal breaks are authorised by the **Incident Controller**.

19.2 Any meal break not provided after five (5) hours work constitutes a cribbage arrangement and therefore Clauses 22.3 and 22.4 of the *Wages Parity (Salaried) Enterprise Agreement 2010* do not apply.

19.3 No **employee** shall have time deducted from pay for meal breaks during an **incident** or on **standby**, unless they are actually relieved of **incident** or **standby** duties (or as per Clause 19.1) for the period of the break, e.g. 30-45 minutes, or except when a recognised meal break away from the **incident** is granted.

19.4 Where shifts commence two (2) hours prior or two (2) hours after ordinary hours, and meals are not provided, Clauses 5.3.1.2, 5.3.1.3 and 5.3.1.4 of the *SA Government (Public Sector Salaried Employees) Salaries Interim Award* will apply.

20. ADVICE OF WHEREABOUTS

20.1 The **employer** will, so far as is reasonably practicable, make available the relevant **employer** contact details so **dependents** can enquire as to the whereabouts of **employees** when extended **deployments** are required.

20.2 The **employer** will provide regular updates and distribute to dependents wherever possible to keep them informed of **employee** whereabouts, particularly if they are deployed to remote areas with no phone coverage.

21. ALLOWANCES

21.1 Where as part of incident duties, **employees** are required to camp, they will be paid the appropriate Allowances set out in Clause 6.11 of the Award and Commissioner's Standard 3.2 "Remuneration - Allowances and Reimbursements" or Clause 8.5 of the SAPSSEI Award and Commissioner's Standard 3.2 "Remuneration – Allowances and Reimbursements".

21.2 On **call** allowances (as per 14.2)

22. FIRE TIME RECORDS

22.1 All fire time record sheets must be correctly filled out by the **employee** and signed by the relevant **Duty Officer** as soon as possible after the resumption of ordinary working hours.

23. ALCOHOL & DRUGS

23.1 All employees are obligated under the *Occupational Health, Safety and Welfare Act, 1986*, to ensure that they are not, by the consumption of alcohol or a drug, in such a state as to endanger their own safety or the safety of any other person whilst undertaking bushfire incident operations (Section 21, *Occupational Health, Safety and Welfare Act, 1986*, *DENR Drug and Alcohol Policy 2009* and *SACFS Chief Officer's Standing Orders COSO 10*)

23.2 No driver shall operate a Government vehicle or equipment whilst under the influence of any illegal drug, prescription drug that impairs his/her ability to undertake his/her duties, or if affected by alcohol, and all employees present for work are to be unimpaired by drugs and/or alcohol regardless of level or role (this includes employees engaged in after hours work, on stand by casual and contract employment as per the guidelines set out in the *DENR Drug and Alcohol Policy 2009*).

24. CODE OF CONDUCT DURING AN INCIDENT

24.1 **Employees** are representing DENR, SACFS and their State if deployed interstate, and are to behave in an appropriate manner at all times that reflects well on them, DENR and SACFS.

24.2 All **employees** are expected to present themselves for commencement of their **shift** in a fit and proper state to carry out their assigned duties for the duration of the **shift**

24.3 Employees are expected to exhibit tolerance, patience and flexibility and maintain professional conduct and self-discipline at all times.

24.4 Personal **Protective Equipment** is to be worn at all times while attending an incident and in a correct and appropriate manner.

24.5 All **employees** are responsible for their own health and safety and shall report all experiences of heat stress, fatigue, injury, illness or near miss incident immediately to their supervisor.

24.6 All accidents and injuries shall be reported up the SACFS Chain of Command immediately or as soon as possible, and DENR OHSW Unit immediately notified.

24.7 All feedback on operational or logistical matters must be through the SACFS Chain of Command in a constructive, positive and respectful manner.

24.8 Disrespectful communication to all parties involved in the incident is unacceptable.

24.9 **Employees** at the conclusion of a **shift** are expected to rest (in order to mitigate the effects of fatigue) and should remain together unless authorised by their supervisor to do otherwise.

24.10 Drivers are reminded of their obligations under the SACFS Chief Officer's Standing Orders (COSOs) 7 – Driving SACFS Vehicles, COSO 8 – Emergency Response Driving and COSO 9 - Safety on Roads.

24.11 All **employees** are reminded of their obligation under COSO 10 – Alcohol and Drugs.

24.12 **Employees** who contravene the provisions of the SACFS COSO 10 (Alcohol & Drugs) will be sent **home** by the first available means and may face disciplinary action under the *Fire and Emergency Services Regulations 2005*, Part3, Subdivision 4, Regulation 22 (or the legislation/HR Management Policies as appropriate for the non SACFS members/staff).

25.MECHANISM FOR REVIEW

This Workplace Flexibility Agreement has been developed in good faith and may be reviewed in consultation with and agreement between all parties as may be deemed necessary.

Approved by the Industrial Relations Commission of South Australia on 21 June 2012.

APPENDIX 5: 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. The Redeployment, Retraining and Redundancy arrangements in Appendix 1 will apply to employees transferred from an agency to a shared service.
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 CPSE 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.

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 6: WORK LEVEL DEFINITIONS

APPENDIX 6A: ALLIED HEALTH PROFESSIONALS WORK LEVEL DEFINITIONS

DEFINITIONS

“Agency”

means an administrative unit or Agency as defined by the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017.

“Allied Health Professionals (AHP)”

means employees who are employed in the professions listed in Appendix 1. Allied Health Professionals who are at a minimum undergraduate Degree qualified and perform roles to enable them to either:

- Obtain State or Territory registration; or
- License or accreditation to practice; or
- Be eligible to join the relevant professional association.

For Aboriginal Family Practitioners in the Department for Child Protection and in the Department for Communities and Social Inclusion only:

Persons of Australian Aboriginal or Torres Strait Islander descent, who have the appropriate background and skills but do not have the essential qualification, may apply for and be engaged/assigned to the role of Social Worker and will be entitled to apply for any Allied Health Professional roles requiring a qualification in Social Work within the Department for Child Protection, and within the Youth Justice Division in the Department for Communities and Social Inclusion. This includes progression as part of a peer assessment process.

Nothing in this clause shall reduce an individual's classification or agreed translation arrangements prior to this enterprise agreement.

“Clinical”

means specialised or therapeutic care that requires an ongoing assessment, planning and intervention by health care professions.

“Co-ordination”

means the organising of employees, activities and, students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

“Complex”

means professional work which is characterised by ambiguity and/or novelty.

“Crucial”

means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

“Disciplines”

means allied health disciplines which are **clinical** healthcare professions distinct from medicine, dentistry, nursing and medical scientists.

“Education Activities”

means the process of developing educational materials and providing instruction or information in a structured program.

“Managerial Responsibilities”

means an Allied Health Professional who:

1. is required to determine operational policy and procedures for a work unit within the framework of an Agency's requirements; and
2. is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. trains staff, co-ordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.”

“Multi-disciplinary”

means the combination of several health professional and/or non-professional health related employees.

“Papers”

means published refereed papers and refereed conference papers of operational or theoretical interest to other discipline-based Health Professionals.

“Profession”

means a disciplined group of individuals who adhere to high ethical standards and uphold themselves to, and are accepted by, the public as possessing special knowledge and skills in a widely recognised, organised body of learning derived from education and training at a high level, and who are prepared to exercise this knowledge and these skills in the interest of others to take precedence over other considerations.' Inherent in this definition is the concept that the responsibility for the welfare, health and safety of the community.

“Professional/Clinical supervision”

means the form of support exercised, and may include guidance and monitoring, over other Allied Health Professionals demanding professional judgement, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

“Region”

refers to a geographical area in which services are provided by an Agency (excluding SA Health). Generally the geographical area is part of a State-wide service provided by an Agency and may be described accordingly.

“SA Health Local Health Network”

refers to the following SA Health Local Health Networks:

- Northern Adelaide Local Health Network;
- Central Adelaide Local Health Network;
- Southern Adelaide Local Health Network;
- Country Health SA Local Health Network;

And for the purpose of these definitions also refers to The Women's and Children's Health Network.

“SA Health Statewide Service”

means a clinical service that is coordinated on a state wide basis, including but not limited to SA Pathology, SA Pharmacy, SA Medical Imaging Services and the SA Ambulance Service or any other clinical service established to coordinate services on a state-wide basis as approved by the Chief Executive SA Health.

“Specialising”

refers to work which focuses on one operationally narrow aspect within a professional discipline using either acquired experience or a combination of acquired experience and discipline study.

“Specialist”

means an Allied Health Professional who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

“Work Unit”

refers to an organisational group of employees which must include Allied Health Professionals. The work unit may be described as a section or division or department by the Agency.

“Zone”

means a specified geographical area in which services are provided by an Agency.

Graduates**Salary upon appointment for entry level AHPs***

Entry level AHPs:

- a) Employees appointed to positions requiring an appropriate discipline-based minimum three year under graduate degree qualification or equivalent will commence at AHP 1, first increment salary level.
- b) Employees appointed to positions requiring an appropriate discipline-based minimum four year under graduate degree qualification or equivalent will commence at the AHP 1, second increment salary level.
- c) Employees who hold a 2 year Masters with a non-allied health undergraduate degree will be appointed at AHP 1, third increment salary level.
- d) An employee who is a Psychologist or Genetic Counsellor and holds a 2 year Masters within the same profession as their allied health undergraduate degree will be appointed at the AHP 2, first increment salary level.

level. The remaining Allied Health Professionals holding a 2 year Masters within the same profession as their allied health undergraduate degree are eligible to be appointed at the AHP 2 first increment salary level.

*After working as a Graduate for 12 months, employees may be required to provide *professional/clinical supervision* to undergraduate students on observational placements and to work experience students.

ALLIED HEALTH PROFESSIONAL LEVEL 1

- AHP 1 comprises both newly qualified AHPs and developing AHPs.
- Employees at this level demonstrate a competent level of professional knowledge and skill. As experience is gained, AHPs are able to independently undertake routine professional tasks using discipline specific reasoning whilst working within their scope of practice.
- Employees participate in professional and/or *multi-disciplinary* teams, operating at the level of basic professional tasks to routine professional tasks commensurate with level of experience.
- Duties undertaken independently at this level are generally of a routine and repetitive nature, with more *complex* professional decisions and problem solving made under the *professional/clinical supervision* or professional guidance of a more experienced practitioner.
- As the AHP 1 gains experience the AHP 1 will exercise greater levels of independent professional judgement.

Peer Assessment Process

In recognition of advanced skills and experience relevant to their *profession*, permanently (or ongoing) appointed AHPs who have been at the top increment of AHP 1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to AHP 2.

For the purpose of the peer assessment process “advanced skills and experience” means beyond routine professional tasks.

A supervisor or manager of an eligible AHP 1 may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent AHP as per the above criteria without the need for that AHP to complete 12 months at the top increment of AHP 1.

Temporary appointed AHPs who have been employed by an *agency/ies* for a period of not less than 5 years in one of the professions listed in Appendix 1 of these Work Level Definitions, can apply to a Peer Assessment Panel for assessment to progress to AHP 2.

- (a) “Temporary appointed” means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.

A supervisor or manager of an eligible AHP 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed AHP without the need for the 5 years to be in successive temporary contracts OR for a non-metropolitan temporary appointed AHP, a period of not less than 3 years.

For example: An AHP 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been in one of the professions listed in Appendix 1 and was/is currently employed by an *agency/ies*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

In determining if an AHP will progress to AHP 2, the Peer Assessment Panel will consider the following:

1. the work level definition of AHP 2 as defined has been met; and
2. the AHP’s professional:
 - a) performance;
 - b) aptitude;
 - c) experience;
 - d) responsibilities; and
 - e) initiative.

3. and that the AHP has complied with all requirements of their current management-approved Performance Review and Development plan.

The Peer Assessment Panel will include a discipline specific allied health representative (at a minimum level of an AHP 3) and an allied health management representative. An *Agency* may elect to include on the Peer Assessment Panel:

- a) a human resources representative; and/or
- b) an allied health representative from the same discipline in another agency.

Where the Peer Assessment Panel determines that an AHP is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee's incremental service date, whichever is the later.

Following assessment should an AHP not progress to AHP 2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the AHP to address any issues arising from the assessment.

Should an AHP be assessed as not meeting the criteria for progression the AHP will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

The Peer Assessment Process does not remove or diminish the opportunity for an AHP to apply for a reclassification (if eligible). A reclassification application will be considered and determined in accordance with existing *Agency* policies and procedures.

ALLIED HEALTH PROFESSIONAL LEVEL 2

Employees at AHP 2 will:

- a) Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.
- b) Have attained greater specialised knowledge within the discipline.
- c) Provide professional services to client groups in circumstances requiring increasingly *complex* practice skills.
- d) Exercise greater specialised/generalist knowledge within the discipline and achieve higher level of outcomes under reduced *professional/clinical supervision* within the discipline.
- e) Apply professional judgement to select and apply new and existing methods and techniques.
- f) Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).

The above requirements constitute the work level definitions for the Peer Assessment Process as described.

Work undertaken at this level may involve a combination of:

- a) Providing *professional/clinical supervision*, support and oversight of AHP 1 and/or technical and support staff.
- b) Assisting in planning, implementing and reporting on services.
- c) Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.
- d) Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.
- e) Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.
- f) Project *co-ordination* which will require organisation and implementation of specific tasks or projects.

A psychologist who:

- (a) provides formal confirmation to an *agency* that he/she is formally accredited and endorsed by the Psychology Board of Australia (PBA) as an “approved supervisor” in respect of other psychologists; and
- (b) is required by the agency in which they are employed to perform “accredited supervision” of other public sector *agency* psychologists,

will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the *agency* that he/she has met both of those two criteria.

AHP 2s may have a clinical, *co-ordination*, education or research focus or may involve elements of all pathways such as:

Clinical	Co-ordinator	Education/Research
Professional Clinician/Practitioner	Team Co-ordinator	Clinical Educator
Rural Generalist	Project Co-ordinator	Clinical Researcher

(1) Professional Clinician/Practitioner / Rural Generalist includes the following:

- a) An AHP who possesses and works within a recognised professional specialty within their discipline requiring professional expertise and knowledge; and/or an AHP with generalist skills who would usually work in a regional or rural area and would possess professional skills enabling them to work across a range of professional areas within their discipline.
- b) An experienced and competent clinician/practitioner who delivers quality and contemporary services and provides *profession-specific* professional leadership.
- c) Provides *professional/clinical supervision*, mentorship and oversight to some staff, and may be responsible for other AHPs within their *work unit* having access to *professional/clinical supervision*.
- d) May provide professional leadership in the relevant professional network, including facilitating access to relevant training for professional staff; leading improvements in the safety and quality of professional services.
- e) Contributes to improvements in the client/patient journey driven distribution of services, which may include assisting the identification of new service models in response to *Agency* directions.
- f) Apply sound level evidence and judgement by informing on service quality and service improvement activities, shaping service delivery and making a contribution to the wider development of technical competence.

(2) Team Co-ordinator / Project Co-ordinator

- a) An AHP 2 Team Co-ordinator will normally have an operational/supervisory role in a small to medium sized team. This would be under the direction of a Director/Department Head.
- b) May deputise for professional head of a small *work unit*.
- c) An AHP 2 Project Co-ordinator will be responsible for discrete projects or for areas of policy that are considered to be *complex* requiring discipline knowledge and experience which are undertaken under limited direction.

(3) Clinical Educator / Clinical Researcher

- a) *Professional/clinical supervision*, research and an appropriate evaluation of professional tasks.
- b) Supervision of students, multidisciplinary student teams or continuing professional development for AHPs.

ALLIED HEALTH PROFESSIONAL LEVEL 3

An AHP at this level will be exercising skills, experience, and knowledge that exceed AHP 2.

Employees at AHP 3 will have a *clinical*, management, education or research focus.

Employees may demonstrate elements of more than one or all pathways such as:

Clinical	Management	Education/Research
Senior Clinician/Practitioner	Manager	Senior Clinical Educator
Senior Rural Generalist	Project Manager	Senior Researcher

(1) Senior Clinician/Practitioner / Senior Rural Generalist

A Senior Clinician/Practitioner or Senior Rural Generalist (AHP 3) will demonstrate all of the following:

- a) Be *specialising* within a discipline (including increased depth and breadth of knowledge and skill as a Rural Generalist).
- b) Provide a consultancy service in their area of expertise across a *work unit*, or *region* or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network.
- c) Provide advice to management on professional service delivery development, practice and redesign in response to demand and client needs.
- d) Provide *professional/clinical supervision* to other health professionals or other technical, operational and support staff as well as maintaining a professional/*clinical* caseload.
- e) Contribute to education activities related to their area of expertise.

(2) Manager / Project Manager

This is the first level where an AHP may have *managerial responsibilities*.

In addition to possessing the ability to apply professional skills as described in (1) above, a Manager / Project Manager (AHP 3) will be responsible for components of the following:

- a) The leadership, guidance and/or line management of a *multi-disciplinary* team or *specialist* team that may work across a *work unit*, or *region* or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network.
- b) Attainment of *work unit* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Line supervision of other health professionals or other technical, operational and support staff.
- d) May deputise for a Director/Department Head.
- e) Provision of *clinical* supervision within own team and or discipline.
- f) Managing projects which may involve personnel from either one or a variety of professional *disciplines*.
- g) Initiating and managing programs and investigations.
- h) Maintaining a *clinical* caseload commensurate with management responsibilities.

(3) Senior Clinical Educator / Senior Researcher

In addition to possessing the professional skills as described an Advanced Clinician/Practitioner, a Senior Clinical Educator / Senior Researcher (AHP 3), will be responsible for:

- a) *Co-ordination* of educational activities for several students on professional placements within one or more facilities or across *disciplines* within the one facility.
- b) Liaison with education providers regarding educational outcomes of the professional placements.
- c) Undertaking research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.
- d) Contributing to discipline specific research or professional placement improvement initiatives.
- e) Conducting quality evaluation within a *work unit*, or *region* or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network.
- f) Maintaining a *clinical* caseload commensurate with education and research responsibilities.

ALLIED HEALTH PROFESSIONAL LEVEL 4

Employees at AHP 4 will have a *clinical*, management, education or research focus.

Employees may demonstrate elements of more than one or all of the pathways.

Clinical	Management	Education/Research
Advanced Clinician/Practitioner	Senior Manager	Advanced Clinical Educator
	Senior Project Manager	Advanced Researcher

(1) Advanced Clinician/Practitioner

An Advanced Clinician/Practitioner will demonstrate all of the following:

- a) Maintain a *clinical* caseload.
- b) Exercise significant professional judgement based on a detailed knowledge of *work unit*, *Agency*, and/or *SA Health Local Health Network*, *SA Health Statewide Service*, industry and/or State-wide initiatives.
- c) Develop and/or apply discipline principles and new technology and/or knowledge of *crucial* work which can encompass a single discipline or a variety of *disciplines*.
- d) Make a significant contribution towards the development and achievement of the strategic directions of the *Agency* and the *region* and/or *SA Health Local Health Network*, *SA Health Statewide Service*. These contributions may extend to the State or the Nation.
- e) Make independent decisions related to a wide area of expert practice in their field across a *zone* and/or *region* and/or *SA Health Local Health Network*, and/or *SA Health Statewide Service* and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff.
- f) Require expert *specialist* knowledge of contemporary methods, principles and practice and skills across client groups and work areas.
- g) Provide *professional/clinical supervision* to other health professionals, students and/or other technical, operational and support staff.

(2) Senior Manager / Senior Project Manager

A Senior Manager / Senior Project Manager will:

- a) Lead and provide operational advice on major functions or work areas within a *work unit*, or *zone*, or *region*, or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network.
- b) Attain a *work unit's* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Provide peer support to relevant colleagues and oversight of unit staff where appropriate.
- d) Manage overall workforce and professional service strategies, priorities, work standards and the allocation of a *work unit's* resources.
- e) Participate in strategic management and service development decisions which will involve participation in committees and/or working parties which have an influence on the strategic direction of the *region*, or *Agency* or *SA Health Local Health Network*, or *SA Health Statewide Service* or State.
- f) Have a combination of operational and strategic roles such as:
 - 1. has a significant contribution to corporate goals such as strategic workforce and service development and professional practice across a *zone*, or *region*, or professional network;
 - 2. the provision of discipline specific professional *co-ordination* and leadership across a *zone*, *region* or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network to director/department heads;
 - 3. acting as the central point of contact for strategic consultation and liaison with senior management;
 - 4. provide an expert *specialist* consultancy role in their area of expertise;
 - 5. involvement in the provision of relevant professional or leadership training, management development and/or mentoring to staff within a *zone*, or *region* or *SA Health Local Health Network*, or *SA Health Statewide Service* or professional network.
- g) Initiate and formulate programs within the framework of a *work unit's* objectives and priorities.
- h) May be required to initiate, formulate and manage research programs involving a number of professional *disciplines*.
- i) Manage *complex* projects which may involve personnel from either one or a variety of professional *disciplines*.
- j) Initiate and manage high level programs and major investigations.
- k) Maintain a *clinical* caseload commensurate with management responsibilities.

(3) Advanced Clinical Educator / Advanced Researcher

An Advanced Clinical Educator / Advanced Researcher will:

- a) Co-ordinate, promote and participate in research projects relevant to discipline or AHP evidence based practice and/or service improvement, and
- b) Co-ordinate discipline specific and/or Interprofessional Learning *clinical* placements, and
- c) Co-ordinate continuing professional development for AHPs
- d) Provide oversight and *co-ordination* of relevant AHPs.
- e) Maintain a *clinical* caseload commensurate with education and research responsibilities.

ALLIED HEALTH PROFESSIONAL LEVEL 5

Employees at AHP 5:

- a) Will have formal responsibilities for a major *Agency* program and/or accountability for *SA Health Local Health Network* or *SA Health Statewide Service* programs..
- b) Must seek *professional/clinical supervision* or mentoring relevant to clinical caseload.
- c) Has evidence of higher qualifications, and discipline recognition at *regional*, *SA Health Local Health Network/SA Health Statewide Service* state, national and/or international levels.
- d) Has made a significant contribution to the development of professional understanding on a state, national or international level.

Employees at AHP 5 will have a clinical, management, education or research focus.

Employees may demonstrate elements of more than one or a combination of all pathways.

Clinical	Management	Education/Research
Consultant Clinician/Practitioner	Major Program and Operations - Professional Manager/Adviser	Consultant Educator
Discipline Lead		Consultant Researcher

(1) Consultant Clinician/Practitioner / Discipline Lead

A Consultant Clinician/Practitioner / Discipline Lead will demonstrate all of the following:

- a) Provide expert *specialist* consultancy skills with *crucial* impacts to the industry, the State and possibly the Nation.
- b) Be a leading professional *specialist*.
- c) For a Consultant Clinician/Practitioner, the lack of precedent is a major feature of the majority of duties and actions undertaken.
- d) Operate in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles by both critical analysis of new techniques, equipment or programs.

(2) Major Program and Operations - Professional Manager/Adviser

- a) The professional manager at this level will have high level *managerial responsibilities* which involve staff comprising a large number of, but not limited to, AHPs and the *co-ordination* and direction of major program objectives to achieve the end result in a timely and effective manner.
- b) Such programs will be of *crucial* importance to the State to satisfy the Government's objectives or the *Agency's* and/or the *SA Health Local Health Network's* or *SA Health Statewide Service's* corporate goals.

The Major Program and Operations - Professional Manager/Adviser will:

- a) Operate under general policy direction and with professional independence in the determination of overall strategies, priorities, work standards and allocation of resources.
- b) Develop and direct the implementation of new and high level programs and major investigations, with a strategic management emphasis.
- c) Maintain a *clinical* caseload commensurate with management responsibilities.

(3) Consultant Educator / Consultant Researcher

A Consultant Educator / Consultant Researcher will:

- a) Lead, co-ordinate and manage research projects at the *work unit, region, and/or SA Health Local Health Network, SA Health Statewide Service*, State and possibly the National levels, relevant to discipline and AHP evidence based practice and/or service improvement.
- b) Develop and provide state-wide AHP education programs and resources.
- c) Maintain a *clinical* caseload commensurate with education and research responsibilities.

ALLIED HEALTH PROFESSIONAL LEVEL 6

Employees at AHP 6 will:

- a) Have evidence of higher qualifications relevant to health care.
- b) Have discipline recognition at a State-wide, national and/or international level within the relevant discipline.
- c) Create a strategic framework and direct the development of professional competence within a service area and relevant multi-discipline State-wide services.
- d) Establish frameworks for the advancement and integration of *disciplines* to support the delivery of quality State-wide health services within relevant *Agency*, Government or national directions.
- e) Strategically manage a discipline specific workforce which provides State-wide services or a *multi-disciplinary* workforce across a *region, SA Health Local Health Network or SA Health Statewide Service*.
- f) Provide professional policy development advice to Government.
- g) Provide authoritative and *specialist* consultancy services which has impacts beyond the State.
- h) Be professionally recognised as having a statewide, national and/or international reputation as a *specialist* in the professional discipline which is confirmed by the publication of *papers* and external invitations to teach or speak to professional bodies/educational institutions on subject material which demands high level professional expertise.
- i) Determine strategic directions and operational standards and objectives within the *Agency* and industry.
- j) Actively contribute as a member on State-wide and national committees.
- k) Have a management focus and be under the broad direction of an executive level position.

Management
SA Health Local Health Network/ SA Health Statewide Service Allied Health Adviser
Regional Allied Health Adviser
State Discipline Lead

Appendix 1: Allied Health Professional Officer Professions

Professional Officer professions to be included in the Allied Health Professional Classification Structure:

- Art Therapist
- Audiologist
- Cardiac Physiologist
- Dental Therapist
- Developmental Educator
- Epidemiologist
- Exercise Physiologist
- Dietitian/Nutritionist
- Genetic Counsellor
- Music Therapist
- Nuclear Medicine Technologist
- Occupational Therapist
- Optometrist
- Orthoptist
- Orthotist
- Perfusionist
- Pharmacist
- Physiotherapist
- Podiatrist
- Prosthetist
- Psychologist
- Radiation Therapist
- Radiographer
- Sonographer
- Speech Pathologist
- Social Worker

1. The CPSE, in consultation with the Department of Health and Ageing and the PSA, will review transition arrangements for Dental Therapists, to be completed within three (3) months of the approval of this Agreement (the prescribed period).
2. During the period of the review, Dental Therapists will remain classified and paid in accordance with their existing streams. Employees will translate to the AHP stream and level as prescribed in the review, from the first pay period following the prescribed period; at which time the translation arrangements will apply. Should the outcomes of the review not be capable of implementation by the end of the prescribed period, the operative date for transition and associated rates of pay will be the first full pay period from date of acceptance of the arrangements.
3. Those employees in receipt of the Adult Oral Health Allowance will continue to receive the allowance during the review, however, the allowance will cease from the end of the applicable pay period that occurs immediately prior to the date of implementation of any outcome of the review.

APPENDIX 6B: PROFESSIONAL OFFICER WORK LEVEL DEFINITIONS

DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

“Broad guidelines” means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and *professional judgement*.

“Clinical” means relating to or founded on observation and treatment of participants.

“Complex” means professional work which is characterised by ambiguity and/or novelty.

“Crucial” means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

“Innovative” means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

“Limited complexity” means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

“Managerial responsibilities” means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency's (or health unit's) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

“Multi-discipline” means the combination of several *professional disciplines*.

“Novel” means the nature of professional work which requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

“Papers” means published refereed papers and refereed conference papers of operational or theoretical interest to other discipline-based *professional officers*.

“Professional direction” means the form of control exercised, and may include guidance and monitoring, over other *professional officers* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

“Professional discipline” means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency (or health unit).

“Professional independence” means the level of accountability within a *professional discipline*.

“Professional judgement” means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

“Professional knowledge” means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

“Professional officer” means an employee engaged in one of the occupational groups specified in Schedule 3 of the S.A. Public Sector Salaried Employees Interim Award and classified within the Professional Officer Stream.

“Significant” means professional work which is noteworthy, or of considerable amount, effect or importance

“Specialising” refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

“Specialist” means a *professional officer* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

“Statutory action” means action taken or authorised by statute.

“Straightforward” means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

“Very complex” means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
<p>The <i>professional officer</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>. In many disciplines, formal professional registration will be expected or will have been acquired. This may require post-graduate qualifications (necessary for registration) to be pursued in a professional development year while employees are engaged at this level.</p> <p>Contributions are essentially operational in nature, and deal with non-repetitive projects, cases and/or situations which will, with experience, become increasingly <i>complex</i>, and which contain competing and sometimes conflicting factors. Resolution and/or end results will require the application of acquired experience together with a range of learned professional techniques and theory.</p> <p>The <i>professional officer</i> will accept responsibility for professional actions, and be expected to seek professional support if there is a concern. <i>Professional direction</i> will be provided to the <i>professional officer</i> who may operate individually, as a team member, or within a work group. <i>Professional direction</i> will decrease over time from very close to general as the <i>professional officer</i> acquires experience and in accordance with the complexity and variety of projects undertaken.</p> <p>Employees at Level 1 will be encouraged to progressively obtain greater levels of discipline and specialised knowledge through post-graduate qualifications and studies, and/or personal contributions to the development of the <i>professional discipline</i>.</p>	<p>Work at this level:</p> <ul style="list-style-type: none"> is usually performed under reduced <i>professional direction</i> with the quality of output monitored; requires professional expertise in one or more fields within a discipline; and demands a detailed knowledge of standard professional tasks (including problem definition, assessment, planning, liaison, execution, analysis, interpretation and reporting) with scope for exercising initiative in the application of established work practices and procedures. <p>The content of the work is subject to existing <i>professional discipline</i> and agency (or health unit) standards. Guidance may be given in reviewing work programs or on unusual features of an assignment.</p> <p>At this level, employees will exercise initiative in the application of professional practices either as a member (in some situations as leader but not a <i>professional officer</i> with <i>managerial responsibilities</i>) or a <i>professional officer</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently and may be or may deputise for the professional head of a small work unit.</p> <p>Responsible for <i>professional direction</i> of other <i>professional officers</i> and paraprofessionals.</p> <p>Employees are expected to actively seek personal professional development which includes an ability to effectively articulate concepts and theories.</p> <p>Employees at this level may be expected to have completed post-graduate qualifications that are necessary for registration to practice in specialised settings.</p>	<p>Operating under general policy direction and with a high level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study. The <i>professional officer</i> at this level will be:</p> <ul style="list-style-type: none"> <i>Specialising</i> within a professional discipline; or A senior professional supervisor; or A professional manager. <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>professional officers</i>. <i>Professional officers</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the agency (or health unit). Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A senior professional supervisor will be responsible for allocating and determining work priorities to ensure operational standards and efficiencies are met having regard to the needs of clients and providing <i>professional guidance</i> for a team of <i>professional officers</i>. The senior professional supervisor is expected to seek ways to develop levels of discipline, awareness and specialised knowledge of individual <i>professional officers</i>.</p> <p>A professional manager will have <i>managerial responsibilities</i> for a work unit, which may include a <i>multi-</i></p>	<p>Operates under broad policy direction and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> A senior professional practitioner; or A senior professional manager; or A senior professional <i>specialist</i>. <p>At this level work may involve the exercise of significant <i>professional judgement</i> based on a detailed knowledge of national initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, agency, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>professional officer</i> would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the <i>professional discipline</i>.</p> <p>As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals, and at this level, the <i>professional officer</i> will have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i></p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> The leading professional manager of a major program and operations; or The leading professional <i>specialist</i>. <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with total <i>professional independence</i> and be recognised as a national or international authority or as a <i>specialist</i> both within the public sector and externally. The occupant will generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, agency, to industry, or to the State, and are not subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making <i>significant</i> departures from traditional approaches. <i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals will be evident.</p>

GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
		<p><i>discipline</i> team of <i>professional officers</i> to ensure effective and coordinated services to the client group. This is the first level where a <i>professional officer</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals. <i>Professional direction</i> is only received for those aspects of work which involve new or sophisticated techniques or relate to areas of work outside the normal span of activity.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a <i>professional officer</i> with responsibilities for <i>complex</i> duties, or as a team leader.</p> <p>Work may require the development and provision of formal professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.</p>	<p>to achieve specific objectives with <i>professional independence</i>. This would normally be supplemented by evidence of higher qualifications and wide spread professional recognition of expertise.</p> <p>It is likely that discipline principles and new technology requiring the exercise of <i>significant professional judgement</i> will be developed and applied. This includes initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that there will be a lack of precedent for the majority of professional duties and actions which may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of policy directives.</p> <p>The senior professional manager at this level will have <i>managerial responsibilities</i> for a large work unit, or <i>complex</i> projects involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic plans, in addition to assessment and review of professional and operational standards. At this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to agency (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation,</p>	<p>This level will involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the agency's (or health unit's) corporate goals, often within a <i>multi-discipline</i> environment. This level is also responsible for professional policy development and advice to government.</p> <p>For a leading professional <i>specialist</i>, the lack of precedent is generally a feature of the majority of duties and actions undertaken. Development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>professional officers</i>, and the coordination and direction of major program objectives to achieve the end result in a timely and effective manner. Programs are normally long term and require high level strategic planning and <i>innovative</i> thinking.</p>

GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
			<p>regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert consultancy advice to outside bodies, agencies and the public will be provided as well as participation on inter-agency committees to develop policy, planning and other initiatives.</p> <p>With <i>professional independence</i> and high levels of expertise and experience, the <i>professional officer</i> at this level will determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals.</p>	

KNOWLEDGE AND EXPERIENCE				
PO1	PO2	PO3	PO4	PO5
<ul style="list-style-type: none"> • <i>Professional knowledge</i> attained through a study of discipline theory and limited experience. • A developing level of operational competence. 	<ul style="list-style-type: none"> • Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i> within the discipline. • Has attained professional expertise, competence and experience to perform any standard professional task within the discipline. 	<ul style="list-style-type: none"> • Operates with <i>professional independence</i> and high levels of competence. • Continues to apply knowledge obtained through post-graduate qualifications and/or extensive recognised experience. 	<ul style="list-style-type: none"> • Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>. • Applies <i>professional judgement</i> based on up-to-date discipline knowledge. • Applies <i>professional knowledge</i> having regard to the agency's (or health unit's) policy framework. 	<ul style="list-style-type: none"> • Discipline recognition at national or international levels. • Has evidence of higher qualifications or extensive recognised discipline expertise. • Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis. • Requires very high levels of expertise and experience within the <i>professional discipline</i>.

OPERATIONAL OUTCOMES				
PO1	PO2	PO3	PO4	PO5
<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • The execution, analysis and interpretation of findings as they relate to elements of the work. • The selection and adoption of professional techniques and standards which are generally well established and <i>straightforward</i>. • The exercise of <i>professional judgement</i> within prescribed areas. • With experience, the <i>professional officer</i> may review aspects of the work of <i>professional officers</i> and others within the same environment. • Discussing techniques, procedures and results with clients on <i>straightforward</i> matters. • The undertaking of tasks of limited scope and complexity, comprising in some situations a minor phase of a broader or <i>complex</i> project. • The provision of reports on progress of project activities including incorporating recommendations. • Undertakes projects and/or therapeutic interventions involving assessment, analysis and interpretation and communication of findings, results and projected solutions. • With experience, the supervision of assigned employees. • With experience, responsible for <i>straightforward</i> projects. • Organises, maintains, develops and promotes collections and information sources. • With experience, provides professional guidance or advice to more recently employed <i>professional officers</i> within the same discipline, or provides operational or organisational context to 	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Tasks may be broad in scope and involve <i>complex</i> professional problems. • Uses <i>professional judgement</i> to select and apply new and existing methods and techniques. • Contributes to the development of advanced techniques and methodology. • Undertakes <i>complex</i> activities under reducing <i>professional direction</i> and selects and applies new techniques and methodologies based on <i>professional judgement</i>. • The supervision of staff (which may include employees who are not <i>professional officers</i>) and provides <i>professional direction</i> in tasks requiring limited expertise or for functions of <i>limited complexity</i>. • Where appropriate, provides <i>professional direction</i> to staff including where appropriate, professional development to other <i>professional officers</i>. • May report investigations directly to the client. • Addresses problems through combinations of standard procedures and/or modifications to standard procedures. • Coordinates all phases of a project or assignment. • Provides discrete professional and consultancy services. • Carries out research under <i>professional direction</i>, and contributes to advances of techniques used. • Undertakes various assignments requiring knowledge of one or more fields within a <i>professional discipline</i>. 	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives. • Develops and promulgates <i>crucial</i> information for management. • Undertakes projects of a <i>complex</i> nature with limited or no <i>professional direction</i>. • Contributes to the development of operational policy. • Undertakes professional duties of an <i>innovative, novel</i>, and/or <i>crucial</i> nature without <i>professional direction</i> subject to established professional standards. • Assesses the professional, technical and economic impacts of achievements and/or projects. • Provides professional advice and consultancy services to other agencies (or health units), industry representatives and the public. • Assesses and reviews the standards of work of other <i>professional officers</i> and external consultants. • Exercises control and coordination of either discrete operations or projects. • Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the agency's (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit. • Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development. 	<p>To satisfy specified agency (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology. • Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>. • Contributes directly to the formulation of corporate objectives and the agency's (or health unit's) professional policy. • Implements and interprets policy directives to satisfy the demands of professional programs. • Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications. • Initiates and manages high level programs and major investigations. • Determines professional standards and operational objectives for the agency (or health unit). • Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to the agency (or health unit). • Identifies current and future options relating to developments which impact on agencies and/or industry. • Provides professional advice to inter-agency committees regarding professional policy, planning, forecasting and development implications. • Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State. 	<p>To satisfy the government's objectives and/or the agency's (or health unit's) corporate goals, a position at this level may include any of the following:</p> <ul style="list-style-type: none"> • Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches. • Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an agency's or (health unit's) corporate goals and discipline standards. • Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the agency's or (health unit's) corporate goals. • Provides expert <i>specialist</i> consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. • Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.

OPERATIONAL OUTCOMES				
PO1	PO2	PO3	PO4	PO5
<p>situations, and monitors professional services to ensure appropriateness.</p> <ul style="list-style-type: none"> Exercises <i>professional judgement</i> through the selection and application of procedures, methods and discipline standards within prescribed areas, with results being subject to verification and validation from other experienced and readily available <i>professional officers</i> or equivalent. Assists in the conduct of discipline-based research through data collection, collation, processing, data management, and data analysis using (for instance) statistical packages. Contributes to preparing reports and manuscripts for publication. Conducts <i>clinical</i> and consultative services, one-on-one and group activities, and discipline promotion programs. With experience, undertakes referrals with general <i>professional direction</i>. Provides advice regarding <i>statutory action</i> when requested. May contribute to discipline knowledge Manages and prioritises personal work load and develops plans and processes for handling cases and/or projects. The analysis and interpretation of findings as they relate to the elements of the work, on occasion preparing reports incorporating recommendations on basic operations. 		<ul style="list-style-type: none"> Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area. Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects. 	<ul style="list-style-type: none"> Initiates and formulates programs within the framework of (major work group) objectives and priorities. Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>. Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals. Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans. Provides expert specialised consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis. Verifies the professional standards of operations and outputs. Has <i>significant managerial responsibilities</i> and abilities. Evaluates professional, technical and economic impacts of program. Formulates policy and corporate strategy proposals. Provides expert professional advice on a consultancy basis to external bodies, other agencies and the public. Participates on inter-agency and/or national committees to develop policy, planning and other initiatives. 	

WORKING ENVIRONMENT				
PO1	PO2	PO3	PO4	PO5
<ul style="list-style-type: none"> • Applies <i>professional knowledge</i> attained through formal studies, to projects, cases, situations or minor phases of broader assignments. • Performs non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions. • Initially works under close <i>professional direction</i> from an experienced <i>professional officer</i>. • Operates individually or as a member of a project team, or within a work group. • A <i>professional officer</i> may be engaged at this level during a professional development year whilst undertaking post-graduate qualifications. 	<ul style="list-style-type: none"> • Exercises and accepts professional responsibility for the outcomes of a work unit. • Exercises initiative in the application of professional practices either as a member (in some situations as leader but not a <i>professional officer</i> with <i>managerial responsibilities</i>) or as a <i>professional officer</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently. 	<ul style="list-style-type: none"> • May influence organisational attitudes and professional development policy within the framework of operational programs • Develops professional advice and consultancy services to other agencies, industry representatives and the public. • Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area. 	<ul style="list-style-type: none"> • Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines. • Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both adapting precedents and by making <i>significant</i> departures from traditional approaches using substantial <i>professional judgement</i>. • With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the agency's or health unit's corporate goals and discipline standards. • Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise. • Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>. • Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency (or health unit's) operations. • Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area. • Utilises <i>significant</i> management skills and abilities to monitor resource allocations. 	<ul style="list-style-type: none"> • Positions at this level have <i>crucial</i> impacts to the agency (or health unit), to industry, to the State or to the nation, and decisions made will not usually be subject to professional review.

PROFESSIONAL OFFICER LEVEL 6 (PO6)

Appointment to the PO6 will only occur if the *professional officer*:

- Has a level of accountability which warrants classification at the PO5 level; and
- Is personally recognised as having a national and international reputation as a *specialist* in the professional discipline confirmed by peers and endorsed by the publication of *papers* and external invitations to teach or speak to professional bodies/educational institutions on subject material which demands high level professional expertise; and
- Is not subject to *professional direction*; and
- Has formal responsibilities for a major agency (or health unit) program.

Assessment for appointment to PO6 will be conducted by an agency (or health unit) panel which includes *inter alia* internal and/or external professionals.

APPENDIX 6C: MEDICAL SCIENTISTS WORK LEVEL DEFINITIONS

DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

“Agency” means an administrative unit or Agency as defined by the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017.

“Broad guidelines” means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and professional judgement.

“Complex” means professional work which is characterised by ambiguity and/or novelty.

“Co-ordination” means the organising of employees, activities, and students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

“Crucial” means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

“Innovative” means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

“Limited complexity” means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

“Managerial responsibilities” means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency's (or health unit's) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

“Multi-discipline” means the combination of several *professional disciplines*.

“Novel” means the nature of professional work that requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

“Papers” means peer reviewed papers in relevant journals/publications of operational or theoretical interest to other discipline-based scientists.

“Professional direction” means the form of control exercised, and may include guidance and monitoring, over other *medical scientists* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

“Professional discipline” means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency.

“Professional independence” means the level of accountability within a *professional discipline*.

“Professional judgement” means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

“Professional knowledge” means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

“Medical Scientist” means an employee who is engaged pursuant to the Medical Scientists (South Australian Public Sector) Award and is classified as a Medical Scientist.

“Significant” means professional work which is noteworthy, or of considerable amount, effect or importance.

“Specialising” refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

“Specialist” means a *medical scientist* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

“Statutory action” means action taken or authorised by statute.

“Straightforward” means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

“Very complex” means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
<p>The <i>medical scientist</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>.</p> <p>A <i>medical scientist</i> at this level will demonstrate at least a competent level of professional knowledge and skill. As experience is gained, <i>medical scientists</i> are independently undertaking routine professional tasks.</p> <p><i>Medical scientists</i> participate in professional and/or <i>multi-disciplinary</i> teams, operating at the level of basic task to routine professional tasks commensurate with level of experience.</p> <p>Duties undertaken independently at this level are generally of a routine and repetitive nature, with more <i>complex</i> professional decisions and problem solving made under the <i>professional direction</i> or professional guidance of a more experienced <i>medical scientist</i>.</p> <p>As the <i>medical scientist</i> gains experience the MeS1 will exercise greater levels of independent professional judgement.</p>	<p>Employees at MeS2 will:</p> <ul style="list-style-type: none"> • Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline. • Have attained greater specialised knowledge within the discipline. • Provide professional services to client groups in circumstances requiring increasingly <i>complex</i> practice skills. • Exercise greater <i>specialist</i> knowledge within the discipline and achieve higher level of outcomes under reduced <i>professional direction</i>. • Apply professional judgement to select and apply new and existing methods and techniques. • Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s). <p>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</p>	<p>Operating under general policy direction in relation to the scientific aspects of a moderately complex area and with a level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study.</p> <p>The <i>medical scientist</i> at this level will be:</p> <ul style="list-style-type: none"> • <i>Specialising within a professional discipline; or</i> • <i>A senior professional supervisor; or</i> • <i>A professional manager.</i> <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>medical scientists</i> and para-professionals. <i>Medical Scientists</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the <i>agency</i> or health unit. Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A senior professional supervisor will be responsible for allocating and determining work priorities to ensure operational standards and efficiencies are met having regard to the needs of clients</p>	<p>Operates under broad policy direction and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources.</p> <p>The role will be:</p> <ul style="list-style-type: none"> • <i>A senior professional practitioner; or</i> • <i>A senior professional manager; or</i> • <i>A senior professional specialist.</i> <p>At this level work may involve the exercise of <i>significant professional judgement</i> based on a detailed knowledge of State initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, <i>agency</i>, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>medical scientist</i> would be expected to closely examine personal practices and actions to ensure compliance with established ethics and</p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of strategies, priorities, work standards and allocation of resources.</p> <p>The role will be:</p> <ul style="list-style-type: none"> • <i>A leading professional manager of a major program and operations; or</i> • <i>A leading professional specialist.</i> <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>.</p> <p>May be recognised as a national and/or international authority or as a <i>specialist</i> within the State. The <i>medical scientist</i> at this level may generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, <i>agency</i>, to industry, or to the State, and are not usually subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or specialised field by</p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>or peers and providing <i>professional guidance</i> for a team of <i>medical scientists</i>. The senior professional supervisor is expected to contribute to the development of subordinate individual <i>medical scientists</i>.</p> <p>A professional manager will have <i>managerial responsibilities</i> for a small work unit, which may include a <i>multi-discipline</i> team of <i>medical scientists</i> to ensure effective and coordinated services to the client group. This is the first level where a <i>medical scientist office</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals. <i>Professional direction</i> is received for those aspects of work which involve new or complex techniques or relate to areas of work outside the normal span of activity or have implications for the <i>agency</i>.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a <i>medical scientist</i> with responsibilities for <i>complex</i> duties, or as a team leader.</p>	<p>standards for the <i>professional discipline</i>. As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals.</p> <p>For some <i>medical scientists</i> at this level, they may have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>. This may be supplemented by evidence of higher qualifications and/or wide spread professional recognition of expertise.</p> <p>Discipline principles and new technology requiring the exercise of <i>significant professional judgement</i> will be developed and applied. This may include initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that actions may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of corporate policy directives.</p> <p>Some <i>medical scientists</i> who are the senior</p>	<p>adapting precedents and by making <i>significant</i> departures from traditional approaches. <i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals will be evident.</p> <p>For some <i>medical scientists</i> at this level may involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals, often within a <i>multi-discipline</i> environment. This level is also responsible for professional policy development and advice to government.</p> <p>For a leading professional <i>specialist</i>, development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management within the area of professional practice.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>medical scientists</i>, and the coordination and direction of major program objectives to achieve the end result in a timely and effective</p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>Work may require the development and provision of formal professional advice and advisory/consultancy services to other agencies, industry representatives and the public. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.</p>	<p>professional manager will have <i>managerial responsibilities</i> for a large work unit, or <i>complex</i> projects involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic directions within the area of professional practice, in addition to assessment and review of professional and operational standards.</p> <p>For some <i>medical scientists</i> who are at this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to <i>agency</i> (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert advisory consultancy advice to outside bodies, agencies and the public may be provided as well as participation on inter-<i>agency</i> committees to develop policy, planning</p>	<p>manner. Programs are normally long term and require high level strategic planning and <i>innovative</i> thinking.</p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			<p>and other initiatives.</p> <p>With <i>professional independence</i> and high levels of expertise and experience, for some <i>medical scientist</i> at this level will determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals.</p>			

KNOWLEDGE AND EXPERIENCE

MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
<ul style="list-style-type: none"> • <i>Professional knowledge</i> attained through a study of discipline theory and limited experience. • A developing level of operational competence. In recognition of advanced skills and experience relevant to being a <i>medical scientist</i>, permanently appointed <i>medical scientists</i> who have been at the top increment of MeS1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to MeS2 (refer to Section 2). 	<ul style="list-style-type: none"> • Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i>. • Has attained professional expertise, competence and experience to perform any standard professional task within the discipline. 	<ul style="list-style-type: none"> • Operates with <i>professional independence</i> and high levels of competence. • Continues to apply knowledge obtained through post-graduate specialised qualifications and/or extensive recognised experience. 	<ul style="list-style-type: none"> • Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>. • Applies <i>professional judgement</i> based on up-to-date discipline knowledge. • Applies <i>professional knowledge</i> having regard to the <i>agency's</i> (or health unit's) policy framework. 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • Discipline recognition at national or international levels. • Has evidence of higher qualifications or extensive recognised discipline expertise. • Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis. • Requires very high levels of expertise and experience within the <i>professional discipline</i>. 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • A requirement for high levels of expertise and experience to promote and determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives. • Recognition as a national and/or international recognised leading authority within a <i>professional discipline</i> with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and medical/scientific community. • Extensive refereed publications in internationally recognised journals. • Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review. 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • A requirement for high levels of expertise and experience to promote and determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives and industry directions. • Recognition as an international leading authority within a <i>professional discipline</i> with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and medical/scientific community. • Extensive refereed publications in internationally recognised journals. • Collaborated with recognised international organizations on scientific projects that impact on an international scale. • Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.

OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
	<p>Work undertaken at this level may involve a combination of:</p> <ul style="list-style-type: none"> • Providing <i>professional direction</i>, support and oversight of MeS1 and/or technical and support staff. • Assisting in planning, implementing and reporting on services. • Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area. • Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff. • Contributing to professional research and participate in the provision of professional in-service education programs to staff and students. • Project <i>co-ordination</i> of limited size/or scope which will require organisation and implementation of specific tasks or projects. 	<p>To contribute to the organisational objectives and output, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives. • Develops and promulgates <i>crucial</i> information for management. • Undertakes projects of a <i>complex</i> nature with limited <i>professional direction</i>. • Contributes to the development of operational policy. • Undertakes professional duties of an <i>innovative, novel</i>, and/or <i>crucial</i> nature without <i>professional direction</i> subject to established professional standards. • Assesses the professional, technical and economic impacts of achievements and/or projects. • Provides professional advice and consultancy services to other agencies (or health units), industry representatives and the public. • Assesses and reviews the standards of work of other <i>medical scientists</i> and external consultants. • Exercises control and coordination of either 	<p>To satisfy specified <i>agency</i> (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology. • Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>. • Contributes directly to the formulation of corporate objectives and the <i>agency's</i> (or health unit's) professional policy. • Implements and interprets policy directives to satisfy the demands of professional programs. • Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications. • Initiates and manages high level programs and major investigations. • Determines professional standards and operational objectives for the <i>agency</i> (or health unit). • Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to the <i>agency</i> (or health unit). • Identifies current and 	<p>To satisfy the government's objectives and/or the <i>agency's</i> (or health unit's) corporate goals, a position at this level may include any of the following:</p> <ul style="list-style-type: none"> • Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches. • Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an <i>agency's</i> or (health unit's) corporate goals and discipline standards. • Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> or (health unit's) corporate goals. • Provides expert <i>specialist</i> consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. • Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis. 	<p>To satisfy the government's objectives and/or <i>agency's</i> (or health unit's) corporate goals, a position at this level will include the following features:</p> <ul style="list-style-type: none"> • The initiation and/or management of high level <i>innovative</i> programs and major research activities. • Determine strategic and operational standards/objectives within the organisation. • Provision of authoritative and <i>specialist</i> advisory/consultancy services on aspects of <i>innovative</i> scientific research and development, where outcomes are of major importance to biomedical science. • Coordinate, contribute to and develop patents where appropriate. • Provide leadership in the initiation, promotion, implementation and evaluation of <i>innovative</i> and relevant medical research functions at the national/international level. • International recognition as an expert in a <i>complex</i> field of scientific and research services and have management responsibility for major programs of national/international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives. 	<p>To satisfy the government's objectives and/or <i>agency's</i> (or health unit's) corporate goals, a position at this level may include a number of the following features:</p> <ul style="list-style-type: none"> • The initiation and/or management of <i>complex</i> and high level <i>innovative</i> programs and major research activities. • Determine strategic directions and operational standards/objectives within the organisation and industry. • Provision of authoritative and <i>specialist</i> advisory/consultancy services on aspects of <i>innovative</i> scientific research and development, where outcomes are of major importance to biomedical science on an international scale. • Attract as an individual or as a manager of team <i>significant</i> research monies into the State. • Coordinate, contribute to and develop patents where appropriate. • Collaborate with recognised international organisations on scientific projects. • Ensure the provision of leadership in the initiation, promotion, implementation and evaluation of leading edge <i>innovative</i> and relevant medical research functions at the international level, both as an individual and in the

OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>discrete operations or projects.</p> <ul style="list-style-type: none"> Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the <i>agency's</i> (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit. Trains staff, coordinates workflow processes, ensures quality of output of the small work unit, conducts performance assessment and review, staff counselling, career planning and development. Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area. Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects. Manages small work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans. 	<p>future options relating to developments which impact on agencies and/or industry.</p> <ul style="list-style-type: none"> Provides professional advice to inter-<i>agency</i> committees regarding professional policy, planning, forecasting and development implications. Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State. Initiates and formulates programs within the framework of (major work group) objectives and priorities. Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>. Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals. Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans. Provides expert specialised advisory/consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis. 		<ul style="list-style-type: none"> Undertake and manage individual and/or project activities with <i>professional independence</i> that is not subject to review Attract <i>significant</i> research monies. <p>To satisfy the objectives of the work group, a position at this level will comprise a number of the following:</p> <ul style="list-style-type: none"> Management of a <i>significant</i> unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with <i>significant</i> accountability for outcomes achieved to ensure the effective management of: Research funding (procurement and expenditure); Physical and financial (recurrent) resource management; Human resource management; Intellectual resources and patents; Competencies and learning outcomes for research students; and Initiation, development, implementation and review of strategic and operational policy, procedures and principles. <p>To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the</p>	<p>management of others.</p> <ul style="list-style-type: none"> International recognition as a leading expert in a <i>complex</i> field of scientific and research services and have management responsibility for major programs of international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives. Undertake and manage individual and/or project activities with <i>professional independence</i> and not subject to review. <p>To satisfy the objectives of the work group, a position at this level will comprise a number of the following:</p> <ul style="list-style-type: none"> Management of a <i>significant</i> unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with <i>significant</i> accountability for outcomes achieved to ensure the effective management of: Research funding (procurement and expenditure); Physical and financial (recurrent) resource management; Human resource management; Intellectual resources and patents; Competencies and learning outcomes for

OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			<ul style="list-style-type: none"> Verifies the professional standards of operations and outputs. Has <i>significant managerial responsibilities</i> and abilities. Evaluates professional, technical and economic impacts of program. Formulates policy and corporate strategy proposals. Provides expert professional advice on a advisory/consultancy basis to external bodies, other agencies and the public. Participates on inter-<i>agency</i> and/or national committees to develop policy, planning and other initiatives. 		<p>following inputs:</p> <ul style="list-style-type: none"> Be sought by a range of relevant and recognised bodies and/or individuals as a leading national/international scientist. Have a <i>crucial</i> impact on scientific and research initiatives and activities at the national/international level. Attract national/international recognition to the employing organisation. Awarded academic status at professorial level D and contribute to tertiary curricula development and delivery. 	<p>research students; and</p> <ul style="list-style-type: none"> Initiation, development, implementation and review of corporate strategic objectives, plans and operational policy, procedures and principles. To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the following inputs: <ul style="list-style-type: none"> Be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientists. Have a <i>crucial</i> impact on scientific and research initiatives and activities at the national and International level. Attract National and International recognition to the employing organisation. Awarded academic status at professorial level D or E, and contribute to tertiary curricula development and delivery.

WORKING ENVIRONMENT						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
	<ul style="list-style-type: none"> Exercises and accepts <i>professional direction</i> and <i>co-ordination</i> for a small work unit. Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a <i>medical scientist</i> with <i>managerial responsibilities</i>) or as a <i>medical scientist</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently. 	<ul style="list-style-type: none"> May influence organisational attitudes and professional development policy within the framework of operational programs. Develops professional advice and advisory/ consultancy services to other agencies, industry representatives and the public. 	<ul style="list-style-type: none"> Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines. Operates in a highly <i>complex</i> or <i>specialised</i> field using substantial <i>professional judgement</i>. With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the <i>agency's</i> or health unit's corporate goals and discipline standards. Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise. Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>. Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to 	<ul style="list-style-type: none"> Positions at this level have <i>crucial</i> impacts to the <i>agency</i> (or health unit), to industry, to the State or to the nation, and decisions made will not usually be subject to professional review. 	<ul style="list-style-type: none"> Positions at this level have <i>crucial</i> and <i>significant</i> impacts on the organisation and the industry at a national/international level. Decisions made will not usually be subject to professional review. 	<ul style="list-style-type: none"> Positions at this level have <i>crucial</i> and <i>significant</i> impacts on the organisation and biomedical science at the international level. Decisions made will not be subject to professional review.

WORKING ENVIRONMENT						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			<p>agency's (or health unit's) operations.</p> <ul style="list-style-type: none"> Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area. Utilises significant management skills and abilities to monitor resource allocations. 			

SECTION 2: PEER ASSESSMENT PROCESS

In recognition of advanced skills and experience relevant to being a *medical scientist*, permanently appointed (or ongoing) *medical scientists* who have been at the top increment of MeS1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to MeS2.

For the purpose of the peer assessment process "advanced skills and experience" means beyond routine professional tasks.

A supervisor or manager of an eligible medical scientist may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent *medical scientist* as per the above criteria without the need for that medical scientist to complete 12 months at the top increment of MeS 1.

A supervisor or manager of an eligible *medical scientist* may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent *medical scientist* as per the above criteria without the need for that *medical scientist* to complete 12 months at the top increment of MeS1.

Temporary appointed *medical scientists* who have been employed for a period of not less than 5 years, can apply to a Peer Assessment Panel for assessment to progress to MeS 2.

- (a) "Temporary appointed" means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.

A supervisor or manager of an eligible MeS 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed AHP without the need for the 5 years to be in successive temporary contracts.

For example: An MeS 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been employed as a *medical scientist* and was/is currently employed by an *agency*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

In determining if a *medical scientist* will progress to MeS2, the Peer Assessment Panel will consider the following:

- The work level definition of MeS2 as defined has been met; and
- The *medical scientist's* professional:
 - performance;
 - aptitude;
 - experience;
 - responsibilities; and
 - initiative.
- and that the *medical scientist* has complied with all requirements of their current management-approved Performance Review and Development Plan.

The Peer Assessment Panel will include a discipline specific *medical scientist* (at a minimum level of a MeS3) and a management representative. A human resources representative will also be on the Peer Assessment Panel.

Where the Peer Assessment Panel determines that a medical scientist is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee's incremental service date, whichever is the later.

Following assessment should a *medical scientist* not progress to MeS2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the *medical scientist* to address any issues arising from the assessment.

Should a *medical scientist* be assessed as not meeting the criteria for progression the *medical scientist* will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

Reclassification

The Peer Assessment Process **does not** remove or diminish the opportunity for a *medical scientist* (if eligible) to apply for a reclassification. A reclassification application will be considered and determined in accordance with the SA Health (Health Care Act) Human Resource Manual.

APPENDIX 6D: GRANT FUNDED SCIENTISTS WORK LEVEL DEFINITIONS

DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

“Agency” means an administrative unit or Agency as defined by the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017.

“Broad guidelines” means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and professional judgement.

“Complex” means professional work which is characterised by ambiguity and/or novelty.

“Co-ordination” means the organising of employees, activities and, students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

“Crucial” means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

“Innovative” means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

“Limited complexity” means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

“Managerial responsibilities” means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency's (or health unit's) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

“Novel” means the nature of professional work that requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

“Papers” means peer reviewed papers in relevant journals/publications of operational or theoretical interest to other discipline-based scientists.

“Professional direction” means the form of control exercised, and may include guidance and monitoring, over other *grant funded scientists* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

“Professional discipline” means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency.

“Professional independence” means the level of accountability within a *professional discipline*.

“Professional judgement” means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

“Professional knowledge” means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

“Grant funded scientist” means a research scientist who is employed by the Institute of Medical and Veterinary Science, the Royal Adelaide Hospital, the Queen Elizabeth Hospital and the Repatriation General Hospital, using funds provided by the National Health and Medical Research Council and other external grant funding bodies which allocate grants on competitive basis.

“Significant” means professional work which is noteworthy, or of considerable amount, effect or importance.

“Specialising” refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

“Specialist” means a *grant funded scientist* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

“Statutory action” means action taken or authorised by statute.

“Straightforward” means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

“Very complex” means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
<p>The <i>grant funded scientist</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>.</p> <p>A <i>grant funded scientist</i> at this level will demonstrate at least a competent level of professional knowledge and skill. As experience is gained, <i>grant funded scientists</i> are independently undertake routine professional tasks.</p> <p><i>Grant funded scientists</i> participate in professional and/or <i>multi-disciplinary</i> teams, operating at the level of basic task to routine professional tasks commensurate with level of experience.</p> <p>Duties undertaken independently at this level are generally of a routine and repetitive nature, with more <i>complex</i> professional decisions and problem solving made under the <i>professional direction</i> or professional guidance of a more experienced <i>medical scientist</i>.</p> <p>As the <i>grant funded scientist</i> gains experience the GFSc1 will exercise greater levels of independent professional judgement.</p>	<p>Employees at GFSc2 will:</p> <ul style="list-style-type: none"> • Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline. • Have attained greater specialised knowledge within the discipline. • Provide professional services to client groups in circumstances requiring increasingly <i>complex</i> practice skills. • Exercise greater <i>specialist</i> knowledge within the discipline and achieve higher level of outcomes under reduced <i>professional direction</i>. • Apply professional judgement to select and apply new and existing methods and techniques. • Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s). <p>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</p>	<p>Operating under general policy direction and with a level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study.</p> <p>The <i>grant funded scientist</i> at this level will:</p> <ul style="list-style-type: none"> • Be specialising within a professional discipline; or • Be responsible for managing external grant funding, apply for and be capable of receiving grant funding. <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>grant funded scientists</i> and para-professionals. <i>Grant funded scientists</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the <i>agency</i> (or health unit). Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A <i>grant funded scientist</i> at this level who is responsible for managing external grant funding will be responsible for allocating and determining</p>	<p>Operates under broad policy direction in relation to the scientific aspects of a moderately complex area and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources.</p> <p>The role will be:</p> <ul style="list-style-type: none"> • A senior professional practitioner; or • A senior professional specialist. <p>At this level work may involve the exercise of <i>significant professional judgement</i> based on a detailed knowledge of State initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, <i>agency</i>, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>grant funded scientist</i> would be expected to closely examine personal practices and actions to ensure compliance with</p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources.</p> <p>The role will be:</p> <ul style="list-style-type: none"> • A leading professional manager of a major program and operations; or • A leading professional specialist. <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with total <i>professional independence</i>.</p> <p>May be recognised as a national and/or international authority or as a <i>specialist</i> within the State. The <i>grant funded scientist</i> at this level may generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, <i>agency</i>, to industry, or to the State, and are not usually subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or</p>		

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<p>work priorities to ensure operational standards and efficiencies are met having regard to the needs of peers and the Funding Body and providing <i>professional guidance</i> for a team of <i>grant funded scientists</i>. The senior professional supervisor is expected to contribute to the development of subordinate individual <i>grant funded scientists</i>.</p> <p><i>Grant funded scientists</i> may also have <i>managerial responsibilities</i> for a small work unit to ensure effective and coordinated services in respect to the management of external grant funding. This is the first level where a <i>grant funded scientist</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals or grant funding responsibilities.</p> <p><i>Professional direction</i> is only received for those aspects of work which involve new or complex techniques or relate to areas of work outside the normal span of activity or have implications for the <i>agency</i>.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a</p>	<p>established ethics and standards for the <i>professional discipline</i>.</p> <p>As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals.</p> <p>For some <i>grant funded scientists</i> at this level may have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>. This may be supplemented by evidence of higher qualifications and/or wide spread professional recognition of expertise.</p> <p>It is likely that discipline principles and new technology requiring the exercise of significant <i>professional judgement</i> will be developed and applied. This includes initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that actions which may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of corporate policy directives.</p>	<p>specialised field by adapting precedents and by making <i>significant</i> departures from traditional approaches. <i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals, which includes the requirements of the funding body will be evident.</p> <p>For some <i>grant funded scientists</i> at this level may involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals, which includes the requirements of the funding body. This level is also responsible for professional policy development and advice to government, peers and other research institutions.</p> <p>For a leading professional <i>specialist</i>, development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management within the area of professional practice.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>grant funded scientists</i>, and the</p>		

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<p><i>grant funded scientist</i> with responsibilities for <i>complex</i> duties, or as a team leader.</p> <p>Work may require the development and provision of formal professional advisory services to other agencies, industry representatives, other research groups and institutions. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs or funding outcomes.</p>	<p>Some <i>grant funded scientists</i> at this level will have <i>managerial responsibilities</i> for a large work unit, or <i>complex</i> projects involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic directions within the area of professional practice, in addition to assessment and review of professional and operational standards.</p> <p>For some <i>grant funded scientists</i> at this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to <i>agency</i> (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert consultancy advice to outside bodies, agencies and the public may be provided as well as participation on inter-<i>agency</i> committees to develop policy, planning</p>	<p>coordination and direction of major program objectives to achieve the end result in a timely and effective manner. Programs are normally long term and require high level strategic planning and <i>innovative</i> thinking.</p>		

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			<p>and other initiatives.</p> <p>With <i>professional independence</i> and high levels of expertise and experience, for some <i>grant funded scientist</i> at this level will determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals which will include grant funding requirements.</p>			

KNOWLEDGE AND EXPERIENCE						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
<ul style="list-style-type: none"> • <i>Professional knowledge</i> attained through a study of discipline theory and limited experience. • A developing level of operational competence. <p>In recognition of advanced skills and experience relevant to being a <i>grant funded scientist</i>, permanently appointed <i>grant funded scientists</i> who have been at the top increment of GFSc1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to GFSc2 (refer to Section 2).</p>	<ul style="list-style-type: none"> • Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i>. • Has attained professional expertise, competence and experience to perform any standard professional task within the discipline. 	<ul style="list-style-type: none"> • Operates with <i>professional independence</i> and high levels of competence. • Continues to apply knowledge obtained through post-graduate specialised qualifications (including a PhD qualification) or extensive recognised experience. 	<ul style="list-style-type: none"> • Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>. • Applies <i>professional judgement</i> based on up-to-date discipline knowledge. • Applies <i>professional knowledge</i> having regard to the <i>agency's</i> (or health unit's) policy framework. 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • Has evidence of higher qualifications or discipline expertise. • Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis, as evidenced by an established track record of successful grant funding applications. • Requires very high levels of expertise and experience within the <i>professional discipline</i>. 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • Demonstrated application of high levels of <i>professional knowledge</i>, expertise, <i>professional independence</i> and competence and recognition as a leading national and/or international authority within an area of medical science together with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and the medical/scientific community. • Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives. • Evidence of a substantive body of published work or other high quality research which is not subject to peer professional review and which is making an impact in the research field leading to national and international recognition together with invitations to provide editorial input within the individual's area of expertise. • Relevant doctoral or other equivalent 	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> • As an internationally recognised leading authority within the <i>professional discipline</i>, a demonstrated collaboration with recognised international organisations on scientific projects that impact on an international scale together with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and the medical/scientific community. • Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives and industry directions. • Evidence of a substantive body of published work in internationally recognised journals or other high quality research and which is making an impact in the research field of expertise. • Relevant doctoral or other equivalent qualification and appropriate research experience. The onus will be on the individual to demonstrate that they hold a qualification or

KNOWLEDGE AND EXPERIENCE						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
					<p>qualification and appropriate research experience. The onus will be on the individual to demonstrate that they hold a qualification or experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.</p> <ul style="list-style-type: none"> • Success in obtaining <i>significant</i> and/or substantial grants. • Ability to attract high quality students and post-doctoral <i>grant funded scientists</i>. 	<p>experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.</p> <ul style="list-style-type: none"> • Success in obtaining <i>significant</i> and/or substantial grants. • Ability to attract high quality students and post-doctoral <i>grant funded scientists</i>.

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
	<p>Work undertaken at this level may involve a combination of:</p> <ul style="list-style-type: none"> • Providing <i>professional direction</i>, support and oversight of GFSc1 and/or technical and support staff. • Assisting in planning, implementing and reporting on services. • Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area. • Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff. • Contributing to professional research and participate in the provision of professional in-service education programs to staff and students. • Project <i>co-ordination</i> which will require organisation and implementation of specific tasks or projects. 	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives. • Develops and promulgates <i>crucial</i> information for the funding body. • Undertakes projects of a <i>complex</i> nature with limited <i>professional direction</i>. • Contributes to the development of operational policy. • Undertakes professional duties of an <i>innovative, novel</i>, and/or <i>crucial</i> nature without <i>professional direction</i> subject to established professional standards. • Assesses the professional, technical and economic impacts of achievements and/or projects. • Provides professional advice and consultancy services to other agencies (or health units), industry representatives and other research groups and institutions. • Assesses and reviews the standards of work of other <i>grant funded scientists</i> and external consultants. 	<p>To satisfy specified <i>agency</i> (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> • Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology. • Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>. • Contributes directly to the achieving corporate objectives by being successful in applying for grant funding and managing grant funded projects. • Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications. • Initiates and manages high level programs and major investigations. • Determines professional standards and operational objectives in relation to the management of external grant funding. • Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to applying for and managing grant funding received. • Identifies current and 	<ul style="list-style-type: none"> • Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches. • Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an <i>agency's</i> or (health unit's) corporate goals and discipline standards. • Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> or (health unit's) corporate goals. • Provides expert <i>specialist</i> advisory skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. • Develops and directs the implementation of new and high level programs and major investigations, with a strategic emphasis. 	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:</p> <ul style="list-style-type: none"> • The initiation, formulation and management of high level programs and major research activities which may include the generation of independent and collaborative research and the management and/or leadership of large research projects or teams. • The determination of strategic and operational standards, objectives and priorities for the work group within the organisation and within the <i>agency's</i> (or health unit's) policies and programs. • International recognition as an expert in a <i>complex</i> field of scientific and research services and have responsibility for the management of major programs of national/international significance. • Successful preparation of research proposal submissions to external funding bodies and other agencies including the assessment of the professional, technical and economic impacts of achievements/projects, the production of high quality publication of research findings and the presentation of findings in 	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:</p> <ul style="list-style-type: none"> • The initiation, formulation and management of <i>complex</i> and high level <i>innovative</i> programs and major research activities which include the generation of independent and collaborative research and the management and/or leadership of large research projects or teams. • The management of a key or <i>crucial</i> function within the organisation and the determination of strategic and operational standards, objectives and priorities for the work group within the organisation and industry. • International recognition as a leading expert in a <i>complex</i> field of scientific research together with provision of authoritative and specialist advisory services on aspects of <i>innovative</i> scientific research and development where outcomes are of major importance to biomedical science on an international scale. • Successful preparation of research proposal submissions for the attraction of research monies into the State including the assessment of

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<ul style="list-style-type: none"> Exercises control and coordination of either discrete operations or projects. Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the <i>agency's</i> (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit. Trains staff, coordinates workflow processes, ensures quality of output of a small work unit, conducts performance assessment and review, staff counselling, career planning and development. Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area. Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects. Manages small work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans. 	<p>future options relating to developments which impact on agencies and/or industry, which includes grant funding requirements.</p> <ul style="list-style-type: none"> Provides professional advice to inter-<i>agency</i> committees, peers and the funding body regarding professional policy, planning, forecasting and development implications. Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State and the funding body. Initiates and formulates programs within the framework of (major work group) objectives and priorities. Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>. Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals or grant funding requirements. Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans. Provides expert specialised advisory skills with <i>crucial</i> impacts to the industry, the State and possibly the nation. Develops and oversees the implementation of new and high level programs 		<p>appropriate scientific forums.</p> <ul style="list-style-type: none"> Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring <i>professional independence</i> and the management of projects or tests of a highly <i>complex</i> nature requiring high levels of professional judgement including the acceptance of professional responsibility for standards of work undertaken. Provision of specialised scientific knowledge to, and participation in, internal and external teaching programs at undergraduate and post-graduate level and may also include the supervision, training and guidance of research support staff including post-graduate and/or post-doctoral <i>grant funded scientists</i> who may be working on projects within the area of research expertise. Provision of highly specialised services to government agencies and as required specialised services to industry, which may include the promulgation of information regarding current developments in medical science and the preparation of written material which incorporate reports on the development of new technologies or methodologies. Promote and foster research links with outside bodies. 	<p>the professional, technical and economic impacts of achievements/projects, the production of high quality publication of research findings and the presentation of findings in appropriate scientific forums and when necessary, the coordination and/or contribution towards the development of patents.</p> <ul style="list-style-type: none"> Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring <i>professional independence</i> and have management responsibility for major programs of international significance which may impact upon and directly involve other internationally recognised scientific officers and scientific activities/initiatives. Collaborate with recognised international organisations on scientific projects and provide leadership in the initiation, promotion, implementation and evaluation of leading edge <i>innovative</i> and relevant medical research functions at international level, both as an individual and in the management of others. Provision of specialised scientific knowledge to, and participation in, internal and external teaching programs at undergraduate and post-graduate level and may also include the supervision, training and guidance of research support staff including post-

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			<p>and major investigations with a strategic emphasis.</p> <ul style="list-style-type: none"> • Verifies the professional standards of operations and outputs. • Has <i>significant managerial responsibilities</i> and abilities. • Evaluates professional, technical and economic impacts of program. • Participates on inter-agency and/or national committees to develop policy, planning and other initiatives. 			<p>graduate and/or post-doctoral <i>grant funded scientists</i> who may be working on projects within the area of research expertise.</p> <ul style="list-style-type: none"> • Provision of highly specialised services to government agencies and as required specialised services to industry, which may include the promulgation of information regarding current developments in medical science and the preparation of written material which incorporate reports on the development of new technologies or methodologies.

WORKING ENVIRONMENT						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
	<ul style="list-style-type: none"> Exercises and accepts <i>professional direction</i> and <i>co-ordination</i> for a small work unit. Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a <i>grant funded scientist</i> with <i>managerial responsibilities</i>) or as a <i>grant funded scientist</i> in a team or independently. 	<ul style="list-style-type: none"> Develops professional advice to other agencies (or health units), industry representatives and may influence organisational attitudes and professional development policy within the framework of operational programs. 	<ul style="list-style-type: none"> Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines. Operates in a highly <i>complex</i> or specialised field using <i>significant professional judgement</i>. With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the <i>agency's</i> or health unit's corporate goals and discipline standards. Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise. Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>. Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to 	<ul style="list-style-type: none"> Positions at this level have <i>crucial</i> impacts to the <i>agency</i> (or health unit), to industry, to the State or to the nation. 	<p><i>Grant funded scientists</i> at this level will generally report to an executive position (or equivalent) or to a Chief Executive Officer and will operate with <i>professional independence</i> and have a high profile within their area of expertise. Work undertaken may have a <i>crucial</i> impact in the <i>agency</i> (or health unit), to industry, to the State or to the nation with decisions made not subject to professional peer review. Work undertaken is expected to be <i>complex</i> requiring advanced problem-solving abilities dictating a capacity for <i>novel</i> and/or <i>innovative</i> approaches and methods. Positions at this level will make a major contribution to the development of research program directions and policies and will have <i>significant</i> impacts on research at the national and international level.</p> <p>Initial appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the <i>grant funded scientist's</i> research and scholarship.</p>	<p><i>Grant funded scientists</i> at this level will generally report to an executive level position (or equivalent) or to a Chief Executive Officer and will operate with <i>professional independence</i> and have a high profile within their area of expertise. Positions have <i>crucial</i> and <i>significant</i> impacts on the organisation and biomedical science at the international level.</p> <p>An occupant of this position will be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientist and will attract national and international recognition to the employing organisation.</p> <p>An occupant will possess high professorial status and will contribute to tertiary curricula development and delivery.</p> <p>Appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the <i>grant funded scientist's</i> research and scholarship.</p>

WORKING ENVIRONMENT						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			<p>agency (or health unit's) operations.</p> <ul style="list-style-type: none"> • Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area. • Provides expert professional advisory services to external bodies, other agencies and other research groups and institutions. • Utilises <i>significant</i> management skills and abilities to monitor resource allocations. 			

SECTION 2: PEER ASSESSMENT PROCESS

In recognition of advanced skills and experience relevant to being a *grant funded scientist*, temporary appointed *grant funded scientists* who have been employed for a period of not less than 5 years, can apply to a Peer Assessment Panel for assessment to progress to GFSc 2.

- (a) "Temporary appointed" means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.
- (b) For the purpose of the peer assessment process "advanced skills and experience" means beyond routine professional tasks.

A supervisor or manager of an eligible GFSc 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed GFSc without the need for the 5 years to be in successive temporary contracts.

For example: An GFSc 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been employed as a *grant funded scientist* and was/is currently employed by an *agency*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

In determining if a *grant funded scientist* will progress to GFSc2, the Peer Assessment Panel will consider the following:

1. The work level definition of GFSc2 as defined has been met; and
2. The *grant funded scientist's* professional:
 - (a) performance;
 - (b) aptitude;
 - (c) experience;
 - (d) responsibilities; and
 - (e) initiative.
3. and that the *grant funded scientist* has complied with all requirements of their current management-approved Performance Review and Development Plan.

The Peer Assessment Panel will include a discipline specific *grant funded scientist* (at a minimum level of a GFSc3) and an SA Pathology management representative. A human resources representative will also be on the Peer Assessment Panel.

Where the Peer Assessment Panel determines that a Grant Funded Scientist is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee's incremental service date, whichever is the later.

Following assessment should a *grant funded scientist* not progress to GFSc 2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the *grant funded scientist* to address any issues arising from the assessment.

Should a *grant funded scientist* be assessed as not meeting the criteria for progression the *grant funded scientist* will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

Reclassification

The Peer Assessment Process **does not** remove or diminish the opportunity for a *grant funded scientist* (if eligible) to apply for a reclassification. A reclassification application will be considered and determined in accordance with the SA Health (Health Care Act) Human Resource Manual.

APPENDIX 7: CORRECTIONAL OFFICERS

This Appendix is to be read in conjunction with Part 9 of the *S.A. Public Sector Salaried Employees Interim Award* ("SAPSSEI Award").

For the purposes of this Appendix, a Correctional Officer means "an employee recruited, selected, trained and designated by the Department as a Correctional Officer who is an active participant in the management of prisoners, and ensures the safety and security of prisoners and correctional facilities".

1. CORRECTIONAL OFFICERS WORK LEVEL DEFINITIONS

Definitions

"Correctional Institution" means a prison.

"One Stripe Officer" Means a CO-2 who is undertaking their workplace assessment guide for completion of their Certificate III in Correctional Practice.

"Advanced Correctional Officer" means a CO-2 who is assigned to CO-3 as a result of recognition of performance and the meeting of CO-3 criteria. Such officers are for all purposes part of the establishment base for Correctional Officers.

Correctional Officer Level 1 (CO-1)

Employees at this level work under close direction and undertake activities in a *Correctional Institution* which require the application of basic practical skills, and knowledge of custodial operational procedures. Problems can be resolved by reference to procedures, well documented methods, and instructions. Work routines are established and there is only limited scope for interpretation. Limited discretion may be available by agreement to vary methods but not procedures. Assistance is available when problems occur. Training is a predominant feature of this level.

Correctional Officer Level 2 (CO-2)

Employees at this level work under general direction and undertake a range of custodial functions involved in the practical application of skills developed through training and successful completion of Certificate III in Correctional Practice. Demonstrate a competent level of understanding of case management and appropriate security measures based on policy and procedures. Work routines and methods are established but there is some scope for the use of discretion in the application of those skills. Problems can be resolved by reference to procedures, documented methods and instructions. Assistance is available when problems occur. Employees at this level may be required to assist CO-1 or "one stripe officers" in their daily activities.

Correctional Officer Level 3 (CO-3)

Employees at this level work under general direction and undertake a broad range of custodial functions within a *Correctional Institution*, including successful completion of Certificate IV in Correctional Practice or equivalent. At this level, a CO-3 will be undertaking all of the following:

- a) exercising skills, experience and knowledge to a higher level than CO-2;
- b) demonstrate a superior level of understanding of case management and appropriate security measures based on policy and procedures;
- c) demonstrate increased competence, a commitment to service excellence and professionalism in the operations of *the Correctional Institution*.

Work routines and methods are established but there is scope for the use of discretion in the application of those skills. Problems can be resolved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Employees at this level may also provide specialist skills which assists in the development, implementation and assessment of relevant prisoner industry or vocational programs.

Employees at this level may be required to assist CO-1 or “one stripe officers” in their daily activities. This may include the allocation of work, monitoring of the quality of work undertaken, the determination of priorities and providing on the job training and mentoring.

Employees at this work level may also be titled Correctional Industry Officer who possess a Certificate III in Correctional Practice and a recognised trade qualification or equivalent to a trade qualification.

Correctional Officer Level 4 (CO-4)

Employees at this level work under general direction and may provide supervision and leadership to a small team of Correctional Officers, including the coordination of operations in areas of a *Correctional Institution*. Supervision requirements will include all of the following:

- a) determining priorities and the allocation of work;
- b) ensuring Correctional Officers maintain an effective system of static and dynamic security in the *Correctional Institution*;
- c) delegated authority for leave matters and undertaking the performance and development of staff, and completing performance development plans;
- d) undertake the Officer in Charge functions as required.

Employees at this level may have responsibility for implementation of contemporary case management practices for an allocated caseload of prisoners. This requires demonstrated sound understanding of the principles of case management in a custodial environment including effective interpersonal, counselling and mediation skills. Effective evaluation and implementation of policies and procedures including the preparation of written reports is required.

Work routines, and methods, are established but there is scope for interpretation. Problems can usually be resolved by reference to procedures, well documented methods, and instructions. Assistance is available when problems occur.

Correctional Officer Level 5 (CO-5)

An employee at this level will be exercising skills, experience and knowledge that exceed CO-4. Employees at this level work under general direction and exercise responsibility for a large work group or a particular custodial function, including contributing specific expertise to planning, policy development and evaluation of programs within an area or unit. Work routines, methods and procedures are normally established but there is considerable scope for interpretation. Solutions to problems can generally be found in documented precedents, guidelines or instructions. Assistance is available if required. A significant involvement in the planning and delivery of training programs may be a feature of this level.

Employees may be required to undertake supervision of Correctional Officers. Supervision requirements will include all of the following:

- a) determining priorities and the allocation of work;
- b) ensuring Correctional Officers maintain an effective system of static and dynamic security in the *Correctional Institution*;
- c) delegated authority for leave matters and undertaking the performance and development of staff, and completing performance development plans.

Correctional Officer Level 6 (CO-6)

Employees at this level work under limited direction and exercise managerial responsibility for a large custodial work program, involving the monitoring and oversight of operational staff, prisoners and programs, the planning and co-ordination of resources, and the implementation of policy. Employees at this level will report directly to the Assistant General Manager or General Manager of a *Correctional Institution* and be a member of the *Correctional Institution's* management team participating in the development, promotion and implementation of the department's strategic

direction. Usually only broad guidance and advice is provided in relation to operational requirements and deadlines to achieve end results in line with operating goals.

Correctional Officer Level 7 (CO-7)

An employee at this level will be exercising skills, experience and knowledge that exceed CO-6. Employees at this level work under limited direction and exercise managerial responsibilities for a very large custodial work program or operation. Employees will report directly to the Assistant General Manager or General Manager of a *Correctional Institution* and be a member of the *Correctional Institution's* management team participating in the development, promotion and implementation of the department's strategic direction. Employees at this level will demonstrate superior leadership, management and custodial experience above CO-6. Responsibilities at this level will reflect the size and complexity of the Department for Correctional Services' operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

2. TRANSLATION ARRANGEMENTS – CORRECTIONAL INDUSTRY OFFICERS

- 2.1 It is recognised and acknowledged that Correctional Industry Officers may have future opportunities as a result of being classified in accordance with the Correctional Officer work level definitions in accordance with this Appendix.
- 2.2 A Correctional Industry Officer who possesses a Certificate III in Correctional Practice and a recognised trade qualification or trade equivalent qualification may apply to translate and be classified in accordance with the Correctional Officer work level definitions.

3. PUBLIC HOLIDAYS AND CHRISTMAS DAY ON A SATURDAY – NOT REQUIRED

- 3.1 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.
- 3.2 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.
 - 3.2.1 In this clause, 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.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 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.
 - 3.2.5 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.
 - 3.2.6 DCS will maintain appropriate records by which to ascertain employees who have and have not been required to stand down.

- 3.2.7 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.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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).

4. CORRECTIONAL OFFICERS – HOURS OF WORK

- 4.1 The following will apply in lieu of clauses, 9.4.2 and 9.4.3 of “Part 9 – Special Conditions for Employees Employed as Correctional Officers” of the SAPSSEI Award.
- 4.2 The ordinary working hours of work for shift workers will be an average of 38 per week to be worked on one of the following bases:
 - 4.2.1 38 hours within a work cycle not exceeding 7 consecutive days; or
 - 4.2.2 76 hours within a work cycle not exceeding 14 consecutive days; or
 - 4.2.3 114 hours within a work cycle not exceeding 21 consecutive days; or
 - 4.2.4 152 hours within a work cycle not exceeding 28 consecutive days; or
 - 4.2.5 190 hours within a work cycle not exceeding 35 consecutive days; or
 - 4.2.6 228 hours within a work cycle not exceeding 42 consecutive days; or
 - 4.2.7 266 hours within a work cycle not exceeding 49 consecutive days; or
 - 4.2.8 304 hours within a work cycle not exceeding 56 consecutive days.
- 4.3 The ordinary hours of day work will be worked in periods of eight consecutive hours excluding meal times whilst on day duty.
- 4.4 Each Correctional Officer is to have either 9 rostered days off in every period of 28 consecutive days, where one of the rostered days off is designated as a programmed day off or 18 rostered days off in every period of 56 consecutive days, where two of the rostered days off are designated as programmed days off.
- 4.5 A programmed day off is not to be changed except by:
 - 4.5.1 mutual consent of the employer and the individual Officer concerned; and
 - 4.5.2 the employer acting in accordance with subclause 9.4.4 of the SAPSSEI Award.
- 4.6 A Correctional Officer will be entitled to no more than 12 programmed days off in a period of 12 calendar months.
- 4.7 For the purpose of sub-clause 9.4.6 of the S.A. Public Sector Salaried Employees Interim Award, “working day” will be defined as “a day upon which the employee is rostered to attend duty”.
- 4.8 The implementation of work cycles greater than 152 hours within 28 days will occur by consultation on an Institution basis. The implementation of such cycles can be on a trial basis.

5. OPERATIONAL IMPROVEMENTS

- 5.1 All departmental or local agreements impacting on employment arrangements (e.g. call back, overtime arrangements, relief or acting down) will be rescinded as at the commencement of operation of this Appendix and be replaced by a Procedure(s) with a view to modernising and increasing the effectiveness of the correctional industry.

6. DAY SHIFT ESTABLISHMENT

- 6.1 Where a Correctional Institution is experiencing unexpected shortages of staff, local management and local representatives will genuinely discuss and where agreed implement ways to ensure that the Institution can operate with the staff currently available in the institution without restriction and maintain safe operations.
- 6.2 This clause will be the subject of a review to commence after the first 6 months of operation of this Appendix. If at the conclusion of 12 months this clause has not resulted in agreement or implementation of ways to enable the substantive improvement to efficiency and effectiveness, the employer or PSA may seek the assistance of the SAET.

7. CORRECTIONAL OFFICER LEVEL 3 (CO-3) - ADVANCED CORRECTIONAL OFFICER (LOCAL TITLE)

- 7.1 Assignment to the CO-3 (Advanced Correctional Officer) is employee based not position based.
- 7.2 Thirty-five percent (35%) of the total Correctional Officers classified at the CO-2 and CO-3 level at each institution will be assigned as Advanced Correctional Officer CO-3. This will represent no more than 35% of the total number of the existing CO-2 and CO-3 Correctional Officers on the DCS payroll working in Correctional Institutions at the date of approval of this Agreement. For the purposes of total Correctional Officer numbers, Officers classified at either CO-2 and CO-3 are counted as a single group and backfill or overtime or call back is based on the substantive classification level of the officer called in. That is where an Advanced Correctional Officer CO-3 who is rostered and on leave is backfilled by a CO-2, that CO-2 is paid as a CO2.
- 7.3 The implementation will be phased in equally over the life of the Agreement commencing not earlier than 6 months from the first full pay period commencing on or after approval of this Agreement.
- 7.4 The number of CO-3 positions at each Correctional Institution will be proportionate to the Correctional Institution's total CO-2 and CO-3 number of officers:
- 7.5 As a minimum, DCS will ensure sufficient Certificate IV in Correctional Practice courses are held to support full occupancy of the available CO-3 vacancies at each Correctional Institution.
- 7.6 In order to be considered for access to Certificate IV training a Correctional Officer must have a current Performance Development Plan in place.
- 7.7 Course places will be initially offered for each Correctional Institution based on the availability of current and forecast CO-3 vacancies proportionate to the Correctional Institution's CO-2 /CO-3 workforce.
- 7.7.1 Where more CO-2s apply to access a place in a Certificate IV training course for their Institution than places are available, access to the course will be offered in order on the basis of the highest number of years' effective service as a Correctional Officer within DCS (unless exceptional circumstances apply). In determining the highest number of years' service, any period of parental leave will be included.
- 7.7.2 Course places that are not filled from an Institution will be made available to Correctional Officers from all other Institutions.
- 7.7.3 Where more CO-2s apply to access a place in a Certificate IV training course that is open to officers from all Institutions than places are available, access to the course will be offered in order on the basis of the highest number of years' effective service as a Correctional Officer within DCS (unless exceptional circumstances apply). In determining the highest number of years' service, any period of parental leave will be included.
- [note: the meaning of 'effective service' is dealt with in CPSE Determination 3.1 which is referred to in clause 12 *Leave Provisions* of this Enterprise Agreement.]
- 7.8 Assignment to the CO-3 level will be subject to a selection process based on merit (which includes consideration of experience, performance, training and conduct); the work level definitions and agreed job and person specification.

- 7.9 The selection process will require applicants to the CO-3 positions to demonstrate that they possess the Certificate IV in Correctional Practice, or equivalent qualification(s) approved by the Chief Executive, DCS and have a current performance development plan.
- 7.10 The quota of 35% will only be filled where there are a sufficient number of successful applicants. Where there are more successful applicants than the identified number of CO-3 vacancies at each respective Institution following advertising and selection, then a merit list of the remaining successful applicants will be maintained for that Institution.
- 7.11 Where a merit list is established, the identified quota will be maintained at that Institution by filling any vacancies from the merit list until commencement of the following selection process. Any CO-2 remaining on an Institution's merit list will be given priority to fill CO-3 vacancies at that Institution at the subsequent selection process.

8. CORRECTIONAL INDUSTRY AND VOCATIONAL TRAINING ALLOWANCE

- 8.1 The Correctional Industry and Vocational Training Allowance (CIVT) is payable fortnightly and for all purposes for a Correctional Industry Officer (CIO) engaged in the Correctional Officer (CO) stream subject to the following conditions:
- i. Payment of the CIVT Allowance of \$2000 per annum will commence at the date the Officer reaches the second increment.
 - ii. The CIVT Allowance will increase to \$3000 per annum at the date the Officer reaches the third increment.
 - iii. The CIVT Allowance will increase to \$4000 per annum at the date the Officer reaches fourth increment.
 - iv. The Officer participates in the full range of the duties as outlined in the relevant CIO (CO3, CO4 or CO5) job and person specification.
 - v. The CIVT allowance is payable only while the Officer is assigned to CIO (CO3, CO4 or CO5) duties in a Correctional Institution, or while the Officer is directed or requested to undertake a secondment at their substantive level, or temporarily acts 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).
 - vi. The CIVT is not to be paid in addition to the "Correctional Industry Officer Allowance" as prescribed in Schedule 1.13A: of this Enterprise Agreement.

9. SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED WITHIN THE INTENSIVE COMPLIANCE UNIT

- 9.1 For the purpose of this Appendix:
- 9.1.1 An Intensive Compliance Officer means "an employee recruited, selected and trained and designated by the Department for Correctional Services as an Intensive Compliance Officer to undertake day to day tasks associated with intensive monitoring of prisoners, offenders and bailees with an intensive supervision or electronic component of their order"; and
- 9.1.2 An Electronic Monitoring Centre Officer means "an employee recruited, selected and trained and designated by the Department for Correctional Services as an Electronic Monitoring Centre Officer to monitor alerts, investigate and undertake necessary follow-ups associated to those offenders subject to electronic monitoring, which encompasses offenders assigned onto the program within the metropolitan, country and drug court programs."
- 9.2 HOURS OF WORK
- 9.2.1 The ordinary working hours of work for Intensive Compliance Officer and Electronic Monitoring Centre Officer working shift arrangements will be an average of 38 per week.
- 9.2.2 The ordinary hours of work will be worked in periods of 8 consecutive hours excluding meal times whilst on duty.
- 9.2.3 Each Intensive Compliance Officer and Electronic Monitoring Centre Officer is to have either 9 rostered days off in every period of 28 consecutive days, where one of the rostered days off is designated as a programmed day off or 18 rostered days off in every period of

56 consecutive days, where two of the rostered days off are designated as programmed days off.

9.2.4 A programmed day off is not to be changed except by mutual consent of the employer and the individual officer.

9.2.5 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be entitled to no more than 12 programmed days off in a period of 12 calendar months.

9.2.6 The implementation of work cycles greater than 152 hours within 28 days will occur by consultation and can be on a trial basis.

9.3 MEAL TIMES AND CRIB BREAKS

9.3.1 Meal breaks for Monitoring Centre Officers will be determined by operational requirements and based on a 30 minute break for the midday meal Monday to Friday in accordance with the SAPSSEI Award and this Enterprise Agreement.

9.3.2 Monitoring Centre Officers who participate in shifts other than day shift Monday to Friday will be permitted to partake of food over a crib period of 20 minutes during the time of, and whilst remaining on duty for, the shift.

(a) Day shifts Monday to Friday will be 8 hours 30 minutes (including 30 minutes unpaid lunch break taken between 12 pm and 2 pm);

(b) Those shifts other than day shift Monday to Friday are to include a paid 'crib' break. In these instances the employee's shift length will be 8 hours;

(c) Public holidays that fall on a day of the week (Monday to Friday) will be treated as if this day was a weekend and day shift will include a paid 'crib break and in this instance the shift length will be 8 hours;

(d) In specific circumstances where the employee may request to take a meal break in lieu of a paid crib break for a shift they are rostered to undertake, they are to provide sufficient notice (at least 48 hours) to the Manager of the Intensive Compliance Unit to consider and if approved ensure alternative coverage is provided. In these circumstances the employees shift length will be extended by the period taken by the said meal break.

9.4 WEEKEND WORK/PUBLIC HOLIDAYS

9.4.1 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be paid for work done during ordinary rostered hours, ie not being overtime between 12 midnight Fridays and 12 midnight Saturday at the rate of time and a half.

9.4.2 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be paid for work done during ordinary rostered hours, ie not being overtime between 12 midnight Saturdays and 12 midnight Sundays at the rate of time and three quarters.

9.4.3 An Intensive Compliance Officer and Electronic Monitoring Centre Officer who is required to work on any public holiday prescribed in the *Holidays Act 1910* (or days observed in lieu thereof) or on any day proclaimed as a public holiday throughout the State pursuant to the provisions of the Act is to be paid at the rate of double time and a half for all hours worked on public holidays.

9.4.4 These payments are in substitution for and not cumulative upon the rates prescribed in "Clause 6.5 – Hours of Duty Outside the Span of 8.00 am to 6.00 pm Monday to Friday, inclusive" of the SAPSSEI Award.

APPENDIX 8: DENTAL OFFICERS

This Appendix applies to all Dental Officers employed by SA Health and is to be read in conjunction with Dental Officers Agreement (unregistered: dated 1980).

This classification structure operates notwithstanding any previous structure or structure in a previous agreement or industrial instrument.

1. WORK LEVEL DEFINITIONS

These work level definitions apply to employees who are employed as Dental Officers.

Dental Officer (DO-1)

Is a general dental practitioner who provides general and emergency oral health care to eligible clients who present with commonly encountered dental diseases and oral health problems.

A Dental Officer at this level provides limited clinical guidance to members of the dental team and works in partnership with other team members to achieve common goals. When complex or unusual health problems are encountered, he/she either consults with a more senior dental officer or, in the case of specialist care being required, refers the case to others for treatment.

Or

Is a graduate Dentist undertaking post graduate training in a specialised area of dentistry who receives clinical supervision, instruction, training and feedback from a Registered Specialist Dentist.

Registration as a dentist with AHPRA is required.

Senior Dental Officer (DO-2)

Is a general dental practitioner who performs the full range of clinical dental duties described for the DO-1 level but, without guidance and assistance, diagnoses and administers treatment for dental diseases and oral health problems of a complex nature. Such cases require special skills in patient management, for example, when dealing with the very young or the very old and with patients who have other needs which adds to the complexity of their care such as physical, sensory, intellectual or mental health disabilities.

At this level, clinical procedures are performed with greater independence, including those cases where the dental health problems are of greater complexity, or require the application of dental public health principles. Where care is required outside the scope of a general dentist, he/she may consult with and/or refer cases to other dental officers with specialised knowledge in an area of dentistry.

The Senior Dental Officer assists DO-1 dentists in the treatment of more complex cases; creates learning environments for undergraduate dental and Bachelor of Oral Health students including tutoring; provides mentoring and supervision to dentists with limited registration and to less experienced dental practitioners and works in partnership with other team members to achieve oral health service requirements.

Registration as a dentist with AHPRA is required.

Senior Dental Officer/Senior Practitioner (DO-3)

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a complex nature. He/she exhibits a high degree of expertise and autonomy in the management of these cases which less experienced dentists would refer to a dental specialist or specialised practitioner. For some very complex cases, the dentist may consult with or refer to a Dental Specialist.

At this level, the Dentist has acquired a thorough understanding of the relationships and application of the basic sciences underlying dentistry to the health problems associated with the provision of dental care and is able to work without clinical guidance and provides clinical supervision of other dental practitioners including undergraduate dental students. The Dentist may also provide assistance with the development of strategic clinical direction for oral health programs by undertaking analysis of relevant data and the evaluation of strategic policy relating to oral health service provision.

Or

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a complex nature and provides clinical leadership and line management to other Dentists within a very large clinic or geographical area. The Dentist significantly contributes to the implementation of clinical policies and procedures and monitors and reports on the achievement of clinical objectives within the designated area.

Registration as a dentist with AHPRA is required.

Dental Specialist (DO-3)

Is a Registered Dental Specialist who provides oral health services in an area of oral health speciality to complex referred patients including specialist clinical examination, diagnosis and the direct provision of specialist clinical treatments in accordance with public dental health principles. At this level the Dental Specialist receives some guidance and assistance from a more experienced Dental Specialist on more complex or unusual cases in the area of speciality.

The Registered Dental Specialist contributes to formal education and training programs including the tutoring of undergraduate dental students.

Registration as a specialist on the specialist register of AHPRA is required.

Unregistered Dental Specialist (DO-3)

Is an Unregistered Dental Specialist who independently performs clinical procedures in a specialised area of dentistry. He/she diagnoses and treats complex cases with minimal guidance but may consult with experts in the same or other areas of specialisation in exceptionally complex cases.

At this level the Dentist has acquired a thorough understanding of the relationships and applications of the basic sciences underlying dentistry to the dental health problems associated with the area of speciality and is able to work with independence, apply high level clinical judgement and provide high level clinical advice.

The Unregistered Dental Specialist provides mentoring, guidance and assistance to less experienced dentists in treatment planning, particularly for complex clinical cases and creates learning environments for undergraduate dental and Bachelor of Oral Health students including tutoring. In cases requiring a team approach to dealing with a health problem he/she consults with other dental specialists on the team.

Registration as a dentist with AHPRA is required.

Regional Clinician (DO-4)

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a more complex nature.

He/she provides a significant contribution to the development of strategic clinical direction for oral health programs including the determination and reporting on clinical objectives and the development and implementation of Policies, Procedures and Clinical Practice Guidelines.

The Regional Clinician provides high level clinical leadership and contributes to skill development of clinical staff to meet oral health service requirements. He/she provides advice to management in the development and implementation of policies, procedures and Clinical Practice Guidelines.

Registration as a dentist with AHPRA is required.

Senior Dental Specialist (DO-4)

Is a Registered Dental Specialist who provides oral health services to very complex referred patients including specialist clinical examination, diagnosis and treatment planning. At this level the Senior Dental Specialist is a consultant to other dental specialists and dentists on complex or unusual cases in the area of speciality. The Senior Dental Specialist provides assistance and advice to management, other Specialists, Clinical Leaders, Dentists and Specialist Dental Technicians which results in the provision of appropriate specialist oral health care for eligible patients. The Senior Dental Specialist provides supervision and mentoring for specialist postgraduate students and tutoring of undergraduate dental students.

There may be occasions where consultation occurs with another clinical colleague who is also an expert in the same or other areas of speciality. In cases requiring a team approach to dealing with a health problem he/she consults with other dental specialists and medical specialists on the team.

Registration as a specialist on the specialist register of AHPRA is required.

Director Dental Services/Chief Dental Officer (DO-5)

Is a dental manager whose major responsibility is the management of a number of Dental Units, a complex Dental Unit or the provision of high level operational and strategic policy advice. He/she may also provide some direct clinical services including specialist clinical examination, diagnosis, treatment planning and treatment of patients with complex health needs and the development and delivery of teaching programs

A Director Dental Services/Chief Dental Officer is responsible for the dental public health leadership and governance of other managers of clinical activities, including the provision of appropriate direction and support. He/she implements policies and strategies within broad operating guidelines established by Divisional management and may be responsible for:

- The planning and allocation of financial, physical and human resources;
- The high level analysis of relevant data and the evaluation of strategic policy relating to oral health service provision
- Initiating and developing responses to contemporary clinical issues;
- Ensuring the establishment and implementation of clinical administrative practices and current dental philosophies ;
- The evaluation of clinical, dental public health and financial performance including quality control programs;
- The counselling of dental managers on their performance

Registration as a dentist with AHPRA is required.

Director Clinical Services (DO-6)

Is a Director, Clinical Services whose major responsibility is the provision of strategic clinical leadership across the SA Dental Service clinical Divisions. He/she provides high level clinical advice to Executive and is responsible for the overall establishment and effective implementation of

clinical policies and guidelines in consultation with key stakeholders that ensure the delivery of high quality oral health services. He/she may also provide some direct clinical services

A Director Clinical Services is responsible for identifying innovative approaches to the provision of oral health services and the achievement of population health outcomes. He/she initiates and ensures the implementation of policies and strategies established by Executive and is responsible for:

- Clinical services provided to eligible patients represent best practice in clinical and public health;
- Clinical policies and procedures are developed in consultation with clinical staff;
- Operational planning that aligns clinical services with SA Dental Service strategic directions;
- Monitoring and evaluating the provision of clinical services within the SA Dental Service;
- The effective planning and allocation of financial, physical and human resources;
- Ensure professional leadership, clinical direction and skill development of clinical staff to meet service requirements.

As a member of the SA Dental Service Executive he/she has a significant involvement in the development of clinical policy and the planning of oral health services in South Australia.

Registration as a dentist with AHPRA is required.

APPENDIX 9: MEDICAL PHYSICISTS

This Appendix applies to all Medical Physicists employed by SA Health.

This Appendix will come into operation on and from the first full pay period commencing on or after 1 October 2014.

This classification structure operates notwithstanding any previous structure or structure in a previous agreement or industrial instrument.

1. WORK LEVEL DEFINITIONS

These work level definitions apply to employees who are employed as Medical Physicists.

Definitions

“ACPSEM” means the Australasian College of Physical Scientists and Engineers in Medicine.

“ACPSEM (Professional Standards Board) PSB” means the ACPSEM PSB establishes, and works to maintain, the professional standards for ACPSEM certified members.

“ACPSEM Register of Qualified Medical Physics Specialists (the Register)” means the ACPSEM Register is a Register of Qualified Medical Physics Specialists.

“Certified (Qualified) Medical Physics Specialist” means a person who has successfully completed ACPSEM certification (e.g. TEAP) or is on the ACPSEM Register of Qualified Medical Physics Specialists.

“DIMP” means a Diagnostic Imaging Medical Physicist.

“ROMP” means a Radiation Oncology Medical Physicist.

“TEAP” means the **ACPSEM** Training Education and Assessment Program.

“Managerial Responsibilities” means having responsibility for the overall management of a **work unit** (or major service of a **work unit**) and its output, operational policies/procedures, effectiveness and quality of work output.

“Multi-disciplinary” means the combination of several health professional and/or non-professional health related employees.

“Work Unit” means an organisational group of employees which must include Medical Physicists. The **work unit** may be described as a section or division or department of SA Health.

Introduction

These work level definitions apply to employees who are employed in SA Health as Medical Physicists. Medical Physicists is a health professional with specialised training in the medical applications of radiation physics. There are two distinct sub specialties: Radiation Oncology Medical Physicists (ROMPS) and Diagnostic Imaging Medical Physicists (DIMPS).

A **DIMP** works in the field of Nuclear Medicine and/or Radiology. Their role is to ensure that radiation (ionising and non-ionising) is used safely for the purposes of diagnosing various clinical conditions within the diagnostic imaging environment. They may also be responsible for the radiation safety of staff, patients and the public during radionuclide therapy using unsealed radioactive sources.

A **ROMP** is a physicist who works in the field of radiation oncology in order to ensure the safe, appropriate and effective use of radiation (radionuclides and radiation producing apparatus and their supporting systems) in the treatment of cancer and other diseases.

The **ACPSEM PSB** establishes, and works to maintain, the professional standards for **ACPSEM** certified members. It manages the overall training, education and appeals processes for medical physicists and biomedical engineers participating in the certification and CPD programs.

The **ACPSEM Register** is a Register of Qualified Medical Physics Specialists. The Register is intended to guard against unsafe, incompetent and unethical practice in Medical Physics.

On completion of the **ACPSEM** Training Education and Assessment Program, a medical physicist will have obtained either **ROMP** or **DIMP** certification.

Medical Physics Registrar (MPH-1)

Medical Physics Registrar is a graduate entry position for employees undertaking, or about to undertake, the **TEAP** in a medical physics speciality towards obtaining certification by the **ACPSEM** or other certification body acceptable to the Chief Executive SA Health.

The Medical Physics Registrar will receive close professional/clinical supervision, instruction and training from a Medical Physicists (MPH-2 or higher) and will be required to meet all of the following requirements:

- Perform under professional/clinical supervision Medical Physics Specialist tasks including Quality assurance, equipment calibration, equipment commissioning, radiation safety, dosimetry, dose optimisation, and clinical service.
- Undertake the mandatory training to achieve this.
- Attend any professional development activities and placements required by their clinical supervisor.
- Complete **TEAP** within an agreed timeframe set by the clinical supervisor (within **ACPSEM** guidelines).

A Medical Physics Registrar can enter the MPH-1 classification at a higher increment than step 1 if they have prior experience and academic qualifications in Medical Physics. Appointment at MPH-1 will be accordance with the following:

- Those with no post graduate qualifications will be appointed at MPH-1 Step 1. They will be required within six months after commencement, to enrol in the **TEAP** program. The Medical Physics Registrar is required to enrol in an **ACPSEM** accredited post graduate degree (Masters or PhD in Medical Physics) as per the **TEAP** requirements.
- Those who have completed the post graduate requirements of **TEAP** (e.g. have completed an **ACPSEM** recognised Masters or PhD in Medical Physics) will commence at MPH-1 Step 2.
- Those who have previous **TEAP** experience may be appointed by the appropriate delegate at a level higher than MPH-1 Step 1 commensurate with their experience level.

Qualifications/Certification

- An **ACPSEM** recognised 3-4 year undergraduate degree majoring in physics or a relevant branch of engineering.

Progress upon Completion of TEAP

- A Medical Physics Registrar who provides satisfactory evidence of successful completion of the **TEAP** will progress to MPH-2 Step 1. The operative date for progression will be the first full pay period commencing on or after the receipt of such evidence by the appropriate delegate.

Medical Physicist (MPH-2)

A Medical Physicist will have completed **ACPSEM** certification or have been admitted to the **ACPSEM Register of Qualified Medical Physics Specialists**.

The Medical Physicist is expected to work under broad supervision. Such work will include (but is not limited to):

- Quality assurance, equipment calibration, equipment commissioning, radiation safety, dosimetry, dose optimisation and clinical service.

The Medical Physicist may also be required to:

- Provide medical physics education to other health professionals as well as other key stakeholders.

- Undertake research to achieve the department's clinical aims.
- Maintain professional standards by attending, and presenting at, courses, conferences and meetings.
- Provide supervision and training to Medical Physics Registrars.

Where the Medical Physicist has previous post-certification experience they may be appointed by the appropriate delegate at a level higher than MPH-2 Step 1 commensurate with their experience level.

Qualifications/Certification

- An **ACPSEM** recognised 3-4 year undergraduate degree majoring in physics or a relevant branch of engineering
- An **ACPSEM** recognised post graduate qualification in Medical Physics (e.g. a Masters or PhD).
- Certification:
 - Completion of a **ACPSEM** Medical Physics certification scheme, or
 - Listed on the **ACPSEM Register of Qualified Medical Physics Specialists** through recognition by the *ACPSEM Professional Standards Board* as a Medical Physics Specialist.

Note: Applicants with non-ACPSEM certification or qualification (e.g. overseas applicants) must apply to be on the **ACPSEM Register of Qualified Medical Physics Specialists** within 6 months of commencing employment and maintain such registration for the duration of their employment.

Senior Medical Physicist (MPH-3)

A Senior Medical Physicist has *significant* post-certification experience in their respective field of Medical Physics. They will typically be responsible for a number of clinical services and report to a Principal Medical Physicist and/or Chief Medical Physicist.

A Senior Medical Physicist is expected to be able to work independently and should be able to undertake all the tasks required of a Medical Physicist as well as supervise small teams of physicists (consisting of MPH-1s and MPH-2s) in order to coordinate the relevant clinical service as directed by the Principal Medical Physicist and/or Chief Medical Physicist.

Qualifications/Certification

- As per Medical Physicist.

Experience

- An expected minimum of 3 years post certification experience.

Principal Medical Physicist (MPH-4)

A Principal Medical Physicist is responsible for a major medical physics service of a **work unit**. The Principal Medical Physicist will possess a high level of competency and experience in their respective field and as such will work independently, reporting to the Chief Medical Physicist. They may have **managerial responsibilities** for MPH-1s, MPH-2s and MPH-3s whilst providing overall professional supervision of all work undertaken. In addition, they would be expected to possess:

- High levels of expertise and experience to determine professional objectives and priorities within the framework of the work unit's goals.
- The capacity to operate as a specialist with authority in a field where the requirements are very complex and of crucial importance to work unit, state, or national levels.
- Ability to work in complex, non-routine situations that may call for the application of advanced problem solving abilities, and may require the application of **multi-disciplinary** skills/knowledge, and which may also require novel or innovative methods.
- Ability to conduct work with a professional independence, either on an individual basis or as a program leader.

- Ability to provide a highly specialised consultancy service, in Medical Physics, to other clinical and scientific professionals within and external to the **work unit**.

Qualifications/Certification/

- As per Medical Physicist.

Experience

- An expected minimum 6 years post certification experience.
- *Significant* demonstrated clinical experience in Medical Physics.

Chief Medical Physicist (MPH-5 Levels A and B)

The Chief Medical Physicist leads a Medical Physics **work unit** and is responsible for providing high level, expert strategic and operational leadership with **managerial responsibilities**. This will include collaborating with other departmental **multi-disciplinary** health professional seniors, to influence, foster, promote and facilitate the delivery of safe, best practice and cost effective, clinical radiation services to patients. In addition they would be expected to:

- Be responsible for initiating, establishing and refining complex organisational structures and work practices including strategic planning, negotiation and provision of staff recruitment, remuneration, performance, professional development and Work Health and Safety requirements and obligations.
- Hold the relevant financial delegated authority.
- Lead effective student teaching and registrar training programs.
- Have overarching responsibility for the delivery of all radiation safety requirements for a Medical Physics **work unit**, which ensures ongoing compliance with the *SA Radiation Protection & Control Act*.
- Deliver high level and authoritative expert advice and consultation services for stakeholders within and external to SA Health, which supports the delivery and implementation of cutting edge technologies as well workforce planning. This may include leading and directing the delivery of complex business cases for the procurement, replacement and/or acquisition of radiation equipment.
- Be responsible for the management of major projects of regional significance.
- Contribute a high level of clinical, scientific and management expertise to influence, support and facilitate critical and complex regional strategic planning and policy development processes.

Level of appointment as a MPH-5

There are two levels at which the MPH-5 may be appointed (Levels A and B). In addition to meeting the above criteria appointment at these levels includes the requirement to meet the following at the relevant level:

Level A:

- The MPH-5A is accountable for the comprehensive management of resources of a **work unit** providing a range of medical physics services.
- It is expected that appointees at this level will have significant impacts on the organisation and the profession at a state/national/international level.
-

Level B:

- The MPH-5B is accountable for the comprehensive management of significant resources of a large Medical Physics **work unit** providing a range of medical physics services.
- It is expected that appointees at this level will have crucial and significant impacts on the organisation and the profession at the international level.

Qualifications/Certification

- As per Medical Physicist.

Experience

- An expected minimum 8 years post certification experience for Level A and an expected 10 years post certification experience for Level B.
- Significant demonstrated clinical experience in Medical Physics.

2. TRANSLATION ARRANGEMENTS

- a. These translation arrangements are a reference to that which applied immediately prior to the commencement of operation of this classification structure for Medical Physicist. The new Medical Physics structure will apply from the first full pay period (FFPP) after 1 October 2014.
- b. The new increment date for current SA Health employees who translate to the Medical Physicists structure will be the date the new structure takes effect (FFPP after 1 October 2014).
- c. **Non-Certified* DIMPS** and **ROMPS**, who are employed by SA Health as at 20 October 2014, will transition to the new structure in the same manner as those enrolled in **TEAP** or with **ACPSEM** certification, but will not be eligible for promotion or reclassification to a higher level until they achieve **ACPSEM** certification.
- d. **DIMPS** and **ROMPS** with **certification** will translate into the new classification levels based on the following:

Transition Schedule for Medical Physicists as at FFPP after 1 October 2014	
MeS1 (all)	MPH-1 Step 1
MeS2 Increment 1	MPH-1 Step 2
MeS2 Increment 2	MPH-1 Step 3
MeS2 Increment 3	MPH-1 Step 4
MeS2 Increment 4 & 5	MPH-1 Step 5
MeS3 Increment 1	MPH-2 Step 4
MeS3 Increment 2 & 3	MPH-2 Step 5
MeS4 Increment 1	MPH-3 Step 1
MeS4 Increment 2	MPH-3 Step 2
MeS4 Increment 3	MPH-3 Step 3
MeS4 Increment 4	MPH-3 Step 4
MeS5 Increment 1	MPH-4 Step 1
MeS5 Increment 2 & 3	MPH-4 Step 2
MeS5 Increment 4	MPH-4 Step 3
MeS6 A	MPH-5 Level A
MeS6 B	MPH-5 Level B

* **Non-certified:** under certain circumstances a Medical Physicist may be classified as non-certified. This can arise from:

- A Medical Physicist employed within the previous Medical Scientist Classification (MeS), i.e. MeS2 or below, who at the time of transitioning into the Medical Physics (MPH) classifications did not have:
 - 1) **ACPSEM** certification, or
 - 2) registration on the **ACPSEM Register of Qualified Medical Physics Specialists**, or
 - 3) acceptance to the **ACPSEM TEAP** Program.
- An experienced Medical Physicist employed within the previous Medical Scientist Classification (MeS), i.e. MeS3 or above, who at the time of transitioning into the Medical Physics (MPH) classifications did not have:
 - 1) **ACPSEM** certification, or
 - 2) registration on the **ACPSEM Register of Qualified Medical Physics Specialists**.

3. NOTIONAL PRESERVED SALARY

- a. Each of the named employees in Table 1 (below) will receive wage increases during the life of the agreement (i.e. 3 wage increases of \$1800 per annum payable from the ffp after 1 October 2017; 1 October 2018 and 1 October 2019) in addition to the indicated notional preserved salary and is paid for all purposes, including leave on termination.
- b. Where an employee accepts a position outside of the Medical Physics classification; or progresses to a level within the Medical Physics structure which provides a rate of pay that is equal to, or greater than the notional preserved salary as provided in Table 1, the notional preserved salary will cease and will be replaced with the substantive salary of that position/level/step.

Table 1:

EMPLOYEE (DEFINED BY EMPLOYEE NUMBER)	NOTIONAL PRESERVED SALARY
304087	\$108,681
343722	\$108,681

4. SALARY SCHEDULE: MEDICAL PHYSICIST

This schedule will come into operation on and from the first full pay period commencing on or after 1 October 2014.

Classification	Increment	Current	First full pay period on or after 1/10/2017	First full pay period on or after 1/10/2018	First full pay period on or after 1/10/2019
MPH-1	1	\$62,748	\$64,248	\$65,748	\$67,248
	2	\$69,568	\$71,068	\$72,568	\$74,068
	3	\$76,389	\$78,189	\$79,989	\$81,789
	4	\$83,209	\$85,009	\$86,809	\$88,609
	5	\$90,029	\$91,829	\$93,629	\$95,429
MPH-2	1	\$98,896	\$100,696	\$102,496	\$104,296
	2	\$106,314	\$108,114	\$109,914	\$111,714
	3	\$113,731	\$115,531	\$117,331	\$119,131
	4	\$121,148	\$122,966	\$124,811	\$126,684
	5	\$128,565	\$130,494	\$132,452	\$134,440
MPH-3	1	\$133,646	\$135,651	\$137,686	\$139,752
	2	\$137,655	\$139,720	\$141,816	\$143,944
	3	\$141,785	\$143,912	\$146,071	\$148,263
	4	\$146,038	\$148,229	\$150,453	\$152,710
	5	\$152,503	\$154,791	\$157,113	\$159,470
MPH-4	1	\$155,497	\$157,830	\$160,198	\$162,601
	2	\$159,856	\$162,254	\$164,688	\$167,159
	3	\$170,305	\$172,860	\$175,453	\$178,085
MPH-5A		\$183,503	\$186,256	\$189,050	\$191,886
MPH-5B		\$198,902	\$201,886	\$204,915	\$207,989

5. MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

This Appendix is to be read in conjunction with the Medical Scientists (South Australian Public Sector) Award subject to:

5.1 Clause 6.1 Hours of Duty

- (a) Where there is reference to Medical Scientists classified MS.1 and M2.2 this will apply to Medical Physicists classified at Medical Physics Registrar (MPH-1);
- (b) Where there is a reference to Medical Scientists classified MS.3 this will apply to Medical Physicists classified at Medical Physicist (MPH-2).

5.2 Clause 6.2 Overtime

- (a) Where there is reference to Medical Scientists classified MS.1 and M2.2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).

Note: Refer to Clause 10 "Overtime Salary".

5.3 Clause 6.3 Shift Work

- (a) Where there is a reference to Medical Scientist classified MS1 or MS2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).

5.4 Clause 7 Annual Leave

- (a) Where there is a reference to Medical Scientists classified MS1 and MS2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).
- (b) Where there is a reference to Medical Scientists classified MS.3 this will be read to apply to Medical Physicists classified at Medical Physicist (MPH-2).

APPENDIX 10: ALLIED HEALTH ASSISTANTS (AHA) - APPLIES TO SA HEALTH ONLY

The AHA classification level and descriptors will be determined by this Appendix alone.

For the purposes of this Appendix:

- 'Clinical' means specialised or therapeutic care that requires an ongoing assessment, planning and intervention by health care professionals;
- an AHA means an employee trained and designated by SA Health as an AHA who is an active participant in assisting the following Allied Health Professionals (AHPs) –
 - Audiologists
 - Exercise Physiologists
 - Dental Therapists
 - Dietitians/Nutritionists
 - Music Therapists
 - Occupational Therapists
 - Pharmacists
 - Physiotherapists
 - Podiatrists
 - Prosthetist
 - Speech Pathologists
 - Social Workers

or who undertakes duties in a multi-disciplinary capacity, to enable AHP's to meet best practice in the health care of patients.

This Appendix does not apply to laboratory employees or those classified to the Technical Services stream.

An AHA works under the clinical supervision and delegation of an AHP to assist with therapeutic and program related activities. Clinical Supervision can be delivered directly, indirectly or remotely. The role involves a mix of direct patient care and indirect support. In addition, AHAs may undertake work of a mechanical nature in Orthotics, Prosthetics or Dental fields.

ALLIED HEALTH ASSISTANT LEVEL 1 (AHA-1)

Assistants at this level:

- work under close direction and clinical supervision of an Allied Health Professional (AHP) in a Local Health Network,
- work routines are established and there is only limited scope for interpretation,
- problems can be resolved by reference to procedures and well documented methods and instructions,
- undertake activities which require the application of basic allied health assistant practical skills and knowledge, which may include:
 - implementation and/or assistance with patient treatment interventions as directed by the allied health professional;
 - assist with patient movement;
 - preparation of equipment;
 - record client contact details;
 - maintain maintenance records;
 - assist in manufacturing, repairing and maintaining clinical and patient equipment.

- may possess a Certificate 1 or 2 in Allied Health.

Level 1 AHA's will automatically progress from AHA 1 to AHA 2 within 6 months of appointment (unless subject to a performance management plan) or on successful completion of Certificate III in Allied Health Assistance, whichever is the sooner.

ALLIED HEALTH ASSISTANT LEVEL 2 (AHA-2)

Assistants at this level:

- must possess or be undertaking a Certificate 3 in Allied Health Assistance or equivalent;
- work under the direct, indirect or remote clinical supervision of an AHP,
- work routines and methods are established but there is some scope for the use of limited discretion in the application of those skills. By agreement with the AHP methods may be varied but not procedures,
- Problems can be resolved by reference to unit procedures, documented methods and instruments,
- use communication and interpersonal skills to assist in meeting the needs of the client,
- demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities,
- undertake and contribute to patient care by providing clinical support tasks which may include:
 - demonstrate a competent level of understanding of clinical screening assessments;
 - provide treatments prescribed by the AHP;
 - initiate changes under AHP direction to treatment programs using standardised assessment tools;
 - provide basic education on a defined range of topics to patients or groups of patients;
 - lead group treatment sessions as delegated by the AHP;
 - accurately maintain patient records according to organisational guidelines and legal requirements;
 - manufacture and repair of equipment to a level of competency specified by the service to at least Trades level.
- perform the full range of duties of an AHA-1.
- may be required to assist AHA-1s in their daily activities.

ALLIED HEALTH ASSISTANT LEVEL 3 (AHA-3)

Assistants at this level are appointed as such and:

- Must possess a minimum of Certificate 4 in Allied Health Assistance or equivalent ;
- work under general direction and minimal clinical supervision,
- undertake an advanced scope of AHA functions within a Local Health Network under direction of an AHP,
- work routines and methods are established but there is scope for the use of discretion in the application of skills,
- problems can be resolved by reference to procedures, documented methods and instructions, as defined by the relevant professional unit,
- demonstrates a high level of communication and interpersonal skills,
- undertake all of the following:
 - Exercising skills, experience and knowledge to a higher level than AHA-2;
 - Contributing to patient care by providing advanced clinical support tasks delegated under the direct or indirect supervision of an AHP;
 - provides a defined range of specialised clinical screening assessments for patients with complex needs;

- provides a defined range of treatments for patients with complex conditions;
- provides comprehensive education on a defined range of topics to patients or patient groups;
- leads a defined range of group interventions for patients with diverse and complex needs;
- contributes to patient records according to organisational guidelines and legal requirements.
- perform the full range of duties of an AHA-1 and AHA-2.
- may be required to assist in the supervision of AHA-1 and AHA-2 in their daily activities. This may include the allocation of work, monitoring of the quality of work undertaken, the determination of priorities and providing on the job training and mentoring.

ALLIED HEALTH ASSISTANT LEVEL 4 (AHA-4)

Assistants at this level are appointed as such and:

- must possess a minimum of Certificate 4 in Allied Health Assistance or equivalent;
- work under general clinical direction and may provide supervision, coordination and leadership to a small team at a health site or within an equipment setting;
- are required to perform a broad range of tasks that require specialisation and/or detailed knowledge or training;
- with support as required from allied health professionals, may undertake training of less experienced AHAs;
- may maintain items by ensuring their operation within established safety and health standards and operational tolerances;
- may design and develop specific purpose equipment and prosthetics;
- contribute in a specific discipline to recording, consulting and preparing reports and
- exercise of appropriate delegations.

AHA TRANSITION ARRANGEMENTS

1. The CPSE, in consultation with the Department of Health and Ageing and the PSA, will review transition arrangements for Allied Health Assistants, to be completed within six (6) months of the approval of this Agreement (the prescribed period).
2. Until the review is completed an AHA will translate to the same level and pay point in the AHA Stream as he or she held in the OPS Stream. On completion of the review, employees will translate to the AHA stream and level as prescribed in the review, from the first pay period following the prescribed period; at which time the translation arrangements will apply. Should the outcomes of the review not be capable of implementation by the end of the prescribed period, the operative date for transition and associated rates of pay will be the first full pay period from date of acceptance of the arrangements.

APPENDIX 11: INJURY AND INCOME PROTECTION POLICY

1. PREAMBLE

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

2. FUNDING ARRANGEMENTS

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

3. ADMINISTRATION OF THIS POLICY

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

4. DEFINITIONS

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

5. MUTUAL OBLIGATIONS

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

- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

6. RETURN TO WORK COMMITMENT

6.1 Whereas:

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

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

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury-
 - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
 - ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
 - iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
 - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or

7.3 A redemption of medical expenses referred to in 7.2.

7.4 In the case of financial support:

- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the Workers Rehabilitation and Compensation Act 1986 and meeting the mutual obligations set out in this policy; or
- (b) A redemption of 7.4(a).

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

8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and

- (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014*; and
- (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and

(d) have not made a return to work within the meaning of the *Return to Work Act 2014*.

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
 - (b) a redemption of 8.4(a); or
 - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.

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

- 9.1 Regarding 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
 - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed the worker as:
- (a) having no current work capacity; and
 - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.

9.8 The employer:

- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
- (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless-
 - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
 - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.

9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).

9.10 The entitlement to financial support under 9.9 continues until-

- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
- (b) the worker otherwise ceases to be entitled to financial support under this policy.

10. CEASING OF BENEFITS

10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.

10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:

- (a) Has "returned to work" under the *Return to Work Act 2014*; or
- (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
- (c) Fails to comply with the Mutual Obligations of this policy; or
- (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
- (e) Retires, resigns or is terminated from employment; or
- (f) Is in receipt of income or other financial benefits in lieu of wages; or
- (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

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

11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

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

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

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

12. DISPUTATION RESOLUTION PROCEDURE TO BE DETERMINED

12.1 The resolution of any dispute arising in reference to this policy will be made by way of a variation to the EA (if not resolved prior to EA approval) to bring the policy under the EA Grievance and Dispute Avoidance Procedures (clause 8) or, a variant of (clause 8) can be added to this policy. Either will be capable of facilitating access to adjudication of any disputes arising pursuant to this policy, however, such mechanism should be developed once this policy has been finalised.

12.2 In the longer term, it is intended that the SAET be expanded to include jurisdiction of industrial matters. Ensuring there is a link between this policy and the EA as suggested above would result in the expanded SAET having jurisdiction.

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