

**SOUTH AUSTRALIAN  
GOVERNMENT WAGES PARITY  
(WEEKLY PAID) ENTERPRISE  
AGREEMENT 2007**

**File No. 6463 of 2008  
Cross Reference File No. 1902 of 2007**

**CONSOLIDATED AGREEMENT AS AT  
30 OCTOBER 2008 AS SUPPLIED BY  
THE PARTIES AND INCORPORATING  
ALL AMENDMENTS SINCE THE  
ORIGINAL APPROVAL WAS GRANTED  
ON 3 MAY 2007**

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**SOUTH AUSTRALIAN GOVERNMENT  
WAGES PARITY (WEEKLY PAID)  
ENTERPRISE AGREEMENT 2007**

**File No. 1902 of 2007**

**This Agreement shall come into force on and from 3 May 2007 and have a life extending for a period of until 28 October 2009 therefrom. The Commission notes a nominal life of until 30 December 2007 applies only for employees in receipt of the State Building and Plumbing Trades Maintenance Allowance.**

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



DATED 3 MAY 2007.

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COMMISSION MEMBER



**SOUTH AUSTRALIAN GOVERNMENT  
WAGES PARITY  
(WEEKLY PAID)  
ENTERPRISE AGREEMENT 2007**



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## **1. ENTERPRISE AGREEMENT**

- 1.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994, Chapter 3, Part 2*.
- 1.2 This Enterprise Agreement may be referred to as the "South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007".
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 The terms of this Enterprise Agreement will:
  - 1.4.1 Operate until 28 October 2009; and
  - 1.4.2 Expire on 30 December 2007 for employees who are in receipt of the State Building and Plumbing Trades Maintenance Allowance.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment PSM Act Standards, Directions, Circulars, Guidelines, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The Government undertakes to, wherever possible, keep relevant employees informed of these issues.

## **2. OBJECTS AND COMMITMENTS**

- 2.1 The objects of this Enterprise Agreement are:
  - 2.1.1 To 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 To effect wages parity and increases in accordance with this Enterprise Agreement for weekly paid employees bound by this Enterprise Agreement and employed in positions classified at the same level;
  - 2.1.3 To support South Australia's Strategic Plan and the achievement of government and agency objectives;
  - 2.1.4 To support workforce flexibility, mobility, development and performance;
  - 2.1.5 To acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement;
  - 2.1.6 To continue to apply to particular agencies terms as detailed in Appendix 2.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
  - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
  - 2.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
  - 2.2.3 Consultation in the development and implementation of public sector and agency based reform and change programs;
  - 2.2.4 Employment security for employees bound by this Enterprise Agreement for the life of the Enterprise Agreement; and
  - 2.2.5 Obtaining the approval by the Industrial Relations Commission of South Australia to this Enterprise Agreement.

### 3. INTERPRETATION

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

“Act”	Means the <i>Fair Work Act 1994</i> ;
“administrative unit”	Means an administrative unit established under the <i>Public Sector Management Act 1995</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	Means an agency referred to in clause 4.2;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“association”	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“CE, DPC”	Means the Chief Executive of the Department of the Premier and Cabinet, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
“Chief Executive”	Means the person who is the principal administrative officer within the named agency, or delegate thereof;
“Commission”	Means the Industrial Relations Commission of South Australia;
“CPE”	Means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment;
“employer”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Enterprise Agreement;
“employee representative”	Includes an association, as defined above;
“1996 Memorandum Of Understanding” and “MOU”	Means the document entitled “Memorandum Of Understanding” made as between the Government and public sector unions (including the associations) on 20 December 1996;
“particular agency”	Means the agency or entity specifically referred to in the relevant clause;
“party”	Means the persons, entities and associations referred to in clause 4;
“salaried employee”	Means an employee covered by the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006, and does not include a weekly paid employee;
“this Enterprise Agreement”	Means the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007;

“Training Package”	Means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (e.g. Public Services Training Package; The Community Services Training Package; and the Health Industry Training Package);
“Voluntary Flexible Working Arrangement” and “VFWA”	Means a working arrangement of a type dealt with in Commissioner’s Standard 3.1 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
“weekly paid employee”	Means an employee proposed to be covered by this Agreement, and includes an employee whose rate of pay is specified in the applicable award or industrial instrument as a weekly rate, and includes an employee employed as a “Chauffeur” or as a “Disability Services Officer”.

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 Central Linen Employees Award;
  - 3.2.2 Chauffeurs (Ministerial) Public Service Award;
  - 3.2.3 Intellectual Disability Services (SA Health Commission) Award;
  - 3.2.4 Government Stores Employees Interim Award;
  - 3.2.5 Plumbers and Gasfitters (South Australia) Award;
  - 3.2.6 South Australian Government Building Trades Award;
  - 3.2.7 South Australian Government Civil Construction and Maintenance Award;
  - 3.2.8 South Australian Government Health Etc. Ancillary Employees Award;
  - 3.2.9 South Australian Government Printing Interim Award;
  - 3.2.10 South Australian Government Services Award; and
  - 3.2.11 South Australian Government Transport Workers Award.
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 2: Saved Clauses and Appendix 4: Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 2 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 2 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 2: Saved Clauses” will apply only to the particular agency to which the part refers, unless the clause otherwise provides; and clauses in any schedule in “Appendix 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 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.

#### **4. PARTIES BOUND**

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees:
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of weekly paid employees employed in an agency specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Wages;
- 4.1.2 Department of Health in respect of relevant weekly paid employees, including relevant weekly paid employees engaged pursuant to the *Institute of Medical and Veterinary Science Act 1982*; and relevant weekly paid employees in incorporated hospitals and incorporated health centres pursuant to the *South Australian Health Commission Act 1976*;
- 4.1.3 South Australian Country Fire Service (CFS) in respect of its weekly paid employees;
- 4.1.4 Liquor, Hospitality and Miscellaneous Union – SA Branch (LHMU);
- 4.1.5 Australian Workers' Union – Greater South Australian Branch (AWU);
- 4.1.6 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU);
- 4.1.7 Public Service Association of South Australia Incorporated (PSA);
- 4.1.8 Construction Forestry Mining Energy Union – Construction and General and Mining and Energy Divisions, SA Branch (CFMEU);
- 4.1.9 National Union of Workers, SA Branch (NUW);
- 4.1.10 The Plumbers and Gas Fitters Employees' Union of South Australia (PGEU);
- 4.1.11 Transport Workers' Union of Australia, SA/NT Branch (TWU); and
- 4.1.12 Weekly paid employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Wages.
- 4.2 Agencies
- 4.2.1 Agencies which are administrative units established pursuant to the *Public Sector Management Act 1995*, including:
- Attorney-General's Department
  - Department for Correctional Services
  - Department of Education and Children's Services
  - Department for Environment and Heritage
  - Department for Families and Communities
  - Department for Transport, Energy and Infrastructure
  - Department of Further Education, Employment, Science and Technology

- Department of Health (including the SAHC, hospitals and health units incorporated under the *South Australian Health Commission Act 1976* and any successor/s thereof howsoever described (eg employing authority))
- Department of Primary Industries and Resources
- Department of the Premier and Cabinet
- Department of Treasury and Finance
- Department of Water, Land and Biodiversity Conservation
- South Australian Police Department
- Any other administrative unit as may be established from time to time pursuant to the *Public Sector Management Act 1995*.

4.2.2 Other Agencies:

- History Trust of SA
- Institute of Medical and Veterinary Science
- South Australian Country Fire Service
- South Australian Fire and Emergency Services Commission
- South Australian Tourism Commission.

4.3 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:

- 4.3.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the *Public Sector Management Act 1995* or not (except that this Agreement shall be binding on the CE, DPC in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
- 4.3.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1 (unless the employee is employed in a position that has a classification specified in Appendix 1: Parity Wages);
- 4.3.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
- 4.3.4 Subject to an Award or agreement pursuant to the *Workplace Relations Act 1996 (Cth)*;
- 4.3.5 Pursuant to the *Police Act 1998* (including those persons whose appointment or employment is continued pursuant to that Act but excluding employees engaged pursuant to clause 29 of the Police Officers Award);
- 4.3.6 Whose remuneration is fixed pursuant to the *Remuneration Act, 1990*;
- 4.3.7 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
- 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DETE) Interim Award;
- 4.3.9 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award;
- 4.3.10 As Firefighters employed by the South Australian Metropolitan Fire Service;
- 4.3.11 As Hourly Paid Instructors;
- 4.3.12 As Lecturer and Lecturer related employees whose employment is subject to the DETAFE (Educational Staff) Interim Award;
- 4.3.13 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14 As Ministerial Contract Employees;
- 4.3.15 As Nurses;
- 4.3.16 As Personal Assistants to Members of Parliament;

- 4.3.17 As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- 4.3.18 As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- 4.3.19 As School Bus Drivers in the Department of Education and Children's Services;
- 4.3.20 As School Services Officers;
- 4.3.21 As Statutory Office Holders;
- 4.3.22 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23 As Trainees employed by the Chief Executive, DPC (or formerly by CE, DAIS), under the National Training Wage Award or relevant South Australian Public Sector Award Training Wage Arrangements, or under a particular scheme which specifies the rates of pay applicable to trainees under the scheme;
- 4.3.24 As a salaried employee who is subject to the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006 or who is covered by any successor agreement thereto.

## **5. OTHER ENTERPRISE AGREEMENTS**

- 5.1 Subject to the commitment in clause 6.3, no party will oppose an application to formally rescind a superseded Enterprise Agreement provided that an application to rescind such Enterprise Agreements will only be made after the date on which the Industrial Relations Commission of South Australia approves this Enterprise Agreement.
- 5.2 The clauses in each Part of Appendix 2 are "saved clauses" from superseded Enterprise Agreements. Each Part of Appendix 2 will only apply to the particular agency, or part of the particular agency; and the weekly paid employees within the particular agency or part, as is specified in the Part.

## **6. WAGE ADJUSTMENTS**

- 6.1 This clause refers to the wages schedules appearing in Appendix 1: Parity Wages.
- 6.2 Except as provided by this clause, the wage rates payable to employees are those detailed in Appendix 1: Parity Wages which provides for wage rates which will operate from the first full pay period to commence on or after the dates specified (the "applicable date"), namely:
  - 1 October 2006; 1 October 2007; and 1 October 2008 respectively.
- 6.3 The wage rates payable to employees who are in receipt of the State Building and Plumbing Trades Maintenance Allowance are detailed in Appendix 1: Parity Wages and will operate from the first full pay period to commence on or after 1 October 2006.
- 6.4 The wage payable to an employee as at the applicable date shall not reduce by reason of a wage schedule in this Enterprise Agreement.
- 6.5 This sub-clause applies to "pegged employees". A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.
  - 6.5.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
  - 6.5.2 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.

## **7. SALARY PACKAGING ARRANGEMENTS**

- 7.1 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.
- 7.1.1 Subject to this clause, the rate of pay payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Wages Parity (Weekly Paid) Enterprise Agreement (WPEA) will be the rate of pay payable under the SSA, notwithstanding any other provision in, or Schedule of, this WPEA.
- 7.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the rate of pay that would have been payable had the employee not entered into a SSA.
- 7.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this WPEA in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the rate of pay that would have been payable had the employee not entered into a SSA.

## **8. MEMORANDUM OF UNDERSTANDING**

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

## **9. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

- 9.1 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.
- 9.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
- 9.1.2 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.
- 9.1.3 This clause applies for the period an employee participates in a VFWA.

- (a) Subject to this clause, the 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.
  - (b) 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.
  - (c) 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.
  - (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.
- 9.1.4 The Commissioner for Public Employment will continue to promote, monitor and evaluate the use of VFWA within administrative units.

#### **PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE**

- 9.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on 20 December 2006.
- 9.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to fourteen (14) weeks paid maternity leave on or after 20 December 2006.
- 9.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to fourteen (14) weeks paid adoption leave on or after 20 December 2006.
- 9.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- (a) The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
  - (b) An employee will be entitled to fourteen (14) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 9.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- (a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding

allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or

(c) A combination of (a) and (b).

9.2.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

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

#### **RETURN TO WORK ON A PART TIME BASIS**

9.3 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.

9.3.1 The following conditions apply to an employee applying to return on a part time basis:

(a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;

(b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis;

(c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

#### **FAMILY CARER'S LEAVE**

9.4 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

9.4.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.

9.4.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

9.5 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**

9.6 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.

- 9.6.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 9.6.2 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.
- 9.6.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 9.6.4 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 Commissioner for Public Employment.
- 9.6.5 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.
- 9.6.6 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**

- 9.7 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.
  - 9.7.1 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.
  - 9.7.2 The employee ordinarily uses public transport.
  - 9.7.3 Travel is by the most direct or appropriate route.
  - 9.7.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
  - 9.7.5 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.

#### **10. ON-CALL/RECALL**

- 10.1 The provisions relating to on-call and recall, which are prescribed in the awards listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.

##### **10.2 On-Call Allowances**

- 10.2.1 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:
  - (a) \$12.90 from the first pay period to commence on or after 1 October 2006;
  - (b) \$13.40 from the first pay period to commence on or after 1 October 2007;
  - (c) \$13.90 from the first pay period to commence on or after 1 October 2008.

- 10.2.2 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:
- (a) \$25.80 from the first pay period to commence on or after 1 October 2006;
  - (b) \$26.70 from the first pay period to commence on or after 1 October 2007; and
  - (c) \$27.60 from the first pay period to commence on or after 1 October 2008.

### 10.3 On-Call Conditions

- 10.3.1 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 same.
- 10.3.2 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.
- 10.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 10.3.4 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).
- 10.3.5 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.

### 10.4 Recall to Work

- 10.4.1 Subject to 10.4.3 below, employees bound by this Enterprise Agreement, 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.
- 10.4.2 Subject to 10.4.3 below, employees bound by this Enterprise Agreement, 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.
- 10.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 10.4.1 and 10.4.2, is an employee's normal rate for overtime purposes.
- 10.4.4 All employees who travel to work as a result of receiving a recall to work will be:
- (a) reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
  - (b) permitted to use a taxi at the employer's expense to travel to and from the workplace; or
  - (c) permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

## 11. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 11.1 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.



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

## **12. TRAINING AND DEVELOPMENT**

- 12.1 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).
- 12.2 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.
- 12.3 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 Commissioner for Public Employment (or other such guidelines as may be issued by an agency), and that this process will continue to be monitored and evaluated by the Commissioner (or the agency as applicable).
- 12.4 The parties acknowledge that the Commissioner for Public Employment will monitor and Chief Executives of administrative units will report annually on:
- 12.4.1 The percentage of employees in administrative units with documented individual performance development plans.
  - 12.4.2 The percentage of expenditure by administrative units on management and leadership development.

12.4.3 The extent of implementation of accredited “Training Packages” within administrative units and the classification level of the employees involved.

12.5 The parties:

12.5.1 Acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level.

12.5.2 Note that “Commissioner’s Standard 2 Quality Staffing” requires agencies to give consideration to existing employees of the agency or employees of other agencies within the portfolio grouping of agencies in filling vacancies.

### **13. WORKPLACE FLEXIBILITY**

13.1 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).

13.2 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”).

13.2.1 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.

13.2.2 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 Commissioner for Public Employment for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.

13.2.3 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.

13.2.4 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”).

13.2.5 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.

#### **14. RECLASSIFICATION DATE**

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

#### **15. TOIL ENTITLEMENTS**

- 15.1 An employee who accrues time off in lieu (TOIL) of overtime in accordance with the applicable Award cannot lose that entitlement.
- 15.2 Where an employee accrues TOIL, that is to be taken as follows:
- 15.2.1 At a time agreed with the employer within 3 months of accrual; or
  - 15.2.2 With the agreement of the employer, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time; or
  - 15.2.3 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 5 days TOIL.

#### **16. LIMIT ON PUBLIC HOLIDAY WORK**

- 16.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than 7 public holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

#### **17. MINIMUM HOURS OF ENGAGEMENT**

- 17.1 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.
- 17.2 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.
- 17.3 Nothing in this clause affects the operation of clause 10 On-call/Recall.

#### **18. REVIEW OF SOUTH AUSTRALIAN GOVERNMENT PRINTING INTERIM AWARD WORK LEVEL DEFINITIONS**

- 18.1 During the life of this Enterprise Agreement a review of the work level definitions prescribed in the South Australian Government Printing Interim Award will be undertaken.
- 18.2 The review will be undertaken by the CE, DPC and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU) in a consultative manner. The outcomes will be distributed as a discussion paper to employee representatives for comment.
- 18.3 The review will examine, and where appropriate, update work level definitions.
- 18.4 Prior to any changed arrangements being finalised and implemented there must be agreement between the CE, DPC and the AFMEPKIU.
- 18.5 If, following completion of the review, agreement cannot be reached, the CE, DPC or the AFMEPKIU may refer the issue to the Industrial Relations Commission of South Australia in accordance with clause 29, Grievance and Dispute Avoidance Procedures.

## **19. SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD REVIEW**

- 19.1 Pursuant to clause 18 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004 the parties agree to complete the review process for the South Australian Government Health Etc. Ancillary Employees Award, as prescribed in the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004, as part of this agreement.
- 19.2 Further, the parties agree that on completion of this review, the parties will establish a process that will enable any issues that have been identified, by a party, during the review to be discussed, resolved and implemented including, where appropriate, updating classification criteria within the South Australian Government Health Etc. Ancillary Employees Award.
- 19.3 The process to enable issues that have been identified during this review, pursuant to clause 18 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004, to be resolved and implemented must be established within 3 months of the completion of the review.
- 19.4 In relation to the South Australian Government Health Etc. Ancillary Employees Award Review pursuant to Clause 18 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004, the process identified in 19.3 above will involve consultation between the Department of Health and the Liquor, Hospitality and Miscellaneous Union to identify specific positions against which to assess the updated classification criteria.
- 19.5 Further to 19.4 above, in relation to the implementation of updated classification criteria within the relevant Award, any position found to be at a higher classification level will be reclassified with effect from a date not earlier than the completion of the review pursuant to Clause 18 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004.

## **20. DISABILITY SERVICES OFFICERS**

- 20.1 The CE, DPC in conjunction with the Department for Families and Communities and in consultation with the Liquor Hospitality and Miscellaneous Union and the Public Service Association will develop a new structure for Disability Services Officers to be known as Personal Care Workers.
- 20.2 The commencement of the new structure, including salary rates, will be no earlier than the date of written acceptance from the Liquor Hospitality and Miscellaneous Union and the Public Service Association on the new structure.

## **21. CHILD CARE WORKERS IN THE DEPARTMENT OF FURTHER EDUCATION, EMPLOYMENT, SCIENCE AND TECHNOLOGY**

- 21.1 The CE, DPC in conjunction with the Department of Further Education, Employment, Science and Technology and in consultation with the Liquor, Hospitality and Miscellaneous Union will develop a new structure for Child Care Workers in the Department of Further Education, Employment, Science and Technology.
- 21.2 The commencement of the new structure, including wage rates, will be no earlier than the date of written acceptance from the CE, DPC and the Liquor Hospitality and Miscellaneous Union on the new structure.

## **22. AWARD VARIATIONS**

- 22.1 The parties agree to review and finalise the topics detailed in Appendix 5 by 30 June 2008.

- 22.2 If following completion of the review agreement cannot be reached, the CE, DPC or the relevant employee association may refer the issue to the Industrial Relations Commission of South Australia in accordance with clause 29, Grievance and Dispute Avoidance Procedures.

### **23. REGIONAL EMPLOYMENT**

- 23.1 The Commissioner for Public Employment will, by 30 June 2007, develop a "Supporting Regions Discussion Paper" about targeted and general options to improve attraction, retention and support of employees in regional areas (including access to additional leave particularly for family medical appointments; discretion for chief executives to approve additional financial payments to retain employees; and professional development opportunities) together with any issues arising out of the implementation of the new Attachment F "Remote/Very Remote Attraction/Retention" to Commissioner's Standard No. 2 Quality Staffing, and will enable implementation of agreed matters during the life of this Enterprise Agreement.

### **24. SPECIAL LEAVE**

- 24.1 This clause only deals with special leave with pay and does not deal with special leave without pay.
- 24.2 Chief Executives may grant up to the equivalent of 15 days special leave with pay each service year to employees in accordance with Commissioner's Standard 3.4, Attachment D - Special Leave With and Without Pay.

### **25. PERSONAL LEAVE – INJURY AND SICKNESS**

#### **Entitlement to personal leave**

- 25.1 An employee (other than a casual employee) who has a personal leave credit is entitled to personal leave if the employee is too sick to work.

#### **Accumulation of personal leave entitlement**

- 25.2 A full-time employee will receive 12 days (or the equivalent hours) per annum for the purposes of personal leave.
- 25.3 Personal leave will be credited for individual employees based on their service year. Where an employee as at the date of approval of this Agreement has their personal leave credited as at 1 July, that arrangement will continue in place.
- 25.4 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

#### **Conditions for payment of personal leave**

- 25.5 The employee is not entitled to payment for personal leave unless:
- (a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
  - (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- 25.6 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

## **Exemptions**

- 25.7 The provisions of sub-clause 25.2 do not apply to employees whose current annual entitlement to personal leave - injury and sickness exceeds 91.20 hours per annum.

## **26. PERFORMANCE IMPROVEMENT**

- 26.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 26.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 26.3 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:
- 26.3.1 Facilitating ongoing improvements to service delivery and achievement of “best practice”.
  - 26.3.2 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.
  - 26.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
  - 26.3.4 Facilitating the achievement of an agency’s performance goals and performance measures.
  - 26.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
  - 26.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
  - 26.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegate decision-making.
- 26.4 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 3 in relation to the implementation of any shared services initiatives.

## **27. NO EXTRA CLAIMS**

- 27.1 This Enterprise Agreement and its wages schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004, or which might have arisen from, or in the course of, that Enterprise Agreement.
- 27.2 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 State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 27.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the

parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

- 27.4 The above provisions do not preclude the reviews identified at clauses 18, 19, 20 and 21 or matters arising therefrom.
- 27.5 Subject to this sub-clause, the provisions of this clause do not preclude an application being made to the Industrial Relations Commission of South Australia to vary the Awards specified in clause 22 in respect of the topics specified therein.
- 27.5.1 If an agreement is reached in relation to a topic/s, such agreement may be effected either as a variation to this Enterprise Agreement in accordance with clause 30, or as an agreed application to the Industrial Relations Commission of South Australia to vary the applicable Award.
- 27.5.2 The parties agree that in the event the applicable employer and relevant employee representative/s party/ies to this Enterprise Agreement are unable to reach agreement about that topic, a party may make an application to the Industrial Relations Commission of South Australia seeking a variation to the applicable Award in respect of that topic.

## **28. CONSULTATIVE PROCESSES**

- 28.1 The parties commit to the following consultative principles.
- 28.1.1 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.
- 28.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 28.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 28.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 28.1.5 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.
- 28.2 In relation to significant issues of public sector wide reform, the Commissioner for Public Employment will consult with the "SA Unions" (ie formerly known as the UTLC) in accordance with the above principles.

## **29. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES**

- 29.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 29.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 29.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 29.4 All parties have a right to seek representation in order to resolve any dispute.
- 29.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 29.11 of this clause will be handled as follows:

Stage 1 Discussions between the employee/s and supervisor.

- Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant agency management representative or nominated delegate.
  - Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. At this stage, discussions may include representatives of the CE, DPC.
- 29.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 29.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 29.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 29.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 29.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 29.11 Any grievance or dispute concerning workload will be handled as follows:
- 29.11.1 The employee/s will notify their manager in writing of the workload issue/s.
  - 29.11.2 The manager should initiate discussions with the employee/s within 24 hours.
  - 29.11.3 Should the matter not be resolved, discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.
  - 29.11.4 If the matter remains unresolved a record of the discussions at paragraph 29.11.3 shall be forwarded to the Chief Executive, or in the case of an incorporated hospital or health centre, the Chief Executive Officer, who may issue directions as to the issue/s.

## **30. VARIATIONS**

- 30.1 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.
- 30.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 30.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 30.3.1 Consistent application within a particular agency of clauses identified at Appendix 2: Saved Clauses;
  - 30.3.2 The implementation of a Workplace Flexibility Agreement;
  - 30.3.3 An agreed matter arising from a review identified at clauses 18, 19, 20 and 21;
  - 30.3.4 An agreed matter in accordance with clause 27.5; and
  - 30.3.5 Any other agreed changes within the agency.



30.4 For the purposes of facilitating variations in respect of particular agencies which have been agreed by employees (or their representatives) within the particular agency/ies; to give effect to a Workplace Flexibility Agreement; or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:

30.4.1 Is in respect of a part of, or a clause in a part of, Appendix 2; or will affect a particular agency/ies referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency/ies agree to the variation; or

30.4.2 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

30.4.3 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.

### **31. RENEGOTIATION**

31.1 Negotiations for a new Enterprise Agreement may commence not earlier than 3 months prior to the expiry of this Agreement.

### **32. SIGNATORIES**

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Chief Executive, Department of the  
Premier and Cabinet  
And for and on behalf of  
Department of Health  
South Australian Country Fire Service

-----  
Witness

-----  
Automotive, Food, Metals, Engineering,  
Printing and Kindred Industries Union  
(AFMEPKIU)

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Witness

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Australian Manufacturing Workers' Union  
– SA Branch

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Witness

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Australian Workers' Union – Greater  
South Australian Branch

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Witness

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Construction Forestry Mining Energy  
Union – Construction and General and  
Mining and Energy Divisions, SA Branch

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Witness

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Employee Ombudsman

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Witness

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Liquor, Hospitality and Miscellaneous  
Union – SA Branch

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Witness

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National Union of Workers, SA Branch

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Witness

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Public Service Association of South  
Australia Incorporated

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Witness

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The Plumbers and Gas Fitters Employees  
Union of South Australia

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Witness

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Transport Workers Union of Australia,  
SA/NT Branch

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Witness

## **APPENDIX 1: PARITY WAGES**

- SCHEDULE 1.1: CHILD CARE WORKERS - DEPARTMENT OF FURTHER EDUCATION, EMPLOYMENT, SCIENCE AND TECHNOLOGY**
- SCHEDULE 1.2: CENTRAL LINEN EMPLOYEES AWARD**
- SCHEDULE 1.3: CHAUFFEURS (MINISTERIAL) PUBLIC SERVICE AWARD**
- SCHEDULE 1.4: INTELLECTUAL DISABILITY SERVICES (IDSC) AWARD**
- SCHEDULE 1.5: INTEGRATED WAGES SCHEDULE**
- SCHEDULE 1.6: GOVERNMENT STORES EMPLOYEES INTERIM AWARD**
- SCHEDULE 1.7: NGERIN INDUSTRIAL AGREEMENT**
- SCHEDULE 1.8: PLUMBERS AND GASFITTERS (SA) AWARD**
- SCHEDULE 1.9: SA GOVERNMENT BUILDING TRADES AWARD**
- SCHEDULE 1.10: SA GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD**
- SCHEDULE 1.11: SA GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD**
- SCHEDULE 1.12: SA GOVERNMENT PRINTING INTERIM AWARD**
- SCHEDULE 1.13: SA GOVERNMENT SERVICES AWARD**
- SCHEDULE 1.14: CORRECTIONAL SERVICES – SA GOVERNMENT TRANSPORT WORKERS AWARD**
- SCHEDULE 1.15: SA GOVERNMENT TRANSPORT WORKERS AWARD**

**SCHEDULE 1.1: CHILD CARE WORKER - DEPARTMENT OF FURTHER EDUCATION, EMPLOYMENT, SCIENCE AND TECHNOLOGY**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008								
		(per week)											
Child Care Worker - Trainee Level	1	\$570.90	\$600.90	\$630.90	\$660.90								
Child Care Worker - 1	1	\$590.60	\$620.60	\$650.60	\$680.60								
	2	\$600.60	\$630.60	\$660.60	\$690.60								
	3	\$610.50	\$640.50	\$670.50	\$700.50								
Child Care Worker - 2	1	\$620.40	\$650.40	\$680.40	\$710.40								
	2	\$630.40	\$660.40	\$690.40	\$720.40								
Child Care Worker - 3	1	\$682.60	\$712.60	\$742.60	\$772.60								
	2	\$692.70	\$722.70	\$752.70	\$782.70								
Child Care Worker - 4	1	\$737.50	\$767.50	\$797.50	\$827.50								
	2	\$749.20	\$779.20	\$809.20	\$839.20								
Child Care Coordinator - 1	1	\$896.60	\$926.60	\$956.60	\$986.60								
	2	\$910.40	\$940.40	\$970.40	\$1,000.40								
	3	\$924.30	\$954.30	\$984.30	\$1,014.30								
Child Care Coordinator - 2	1	\$965.70	\$995.70	\$1,025.70	\$1,055.70								
	2	\$979.60	\$1,009.60	\$1,039.60	\$1,069.60								
	3	\$993.30	\$1,023.30	\$1,053.30	\$1,083.30								
Child Care Coordinator - 3	1	\$1,004.70	\$1,034.70	\$1,064.70	\$1,094.70								
	2	\$1,018.70	\$1,048.70	\$1,078.70	\$1,108.70								
	3	\$1,032.30	\$1,062.30	\$1,092.30	\$1,122.30								
<p>Juvenile Child Care Workers shall receive the following percentages of the appropriate adult rate. These percentages shall only apply if the Juvenile Worker is performing duties at the level of a Child Care Worker Trainee Level or Level 1:</p> <table border="1"> <tr> <td>Under 18 years of age</td> <td>55%</td> </tr> <tr> <td>Under 19 years of age</td> <td>65%</td> </tr> <tr> <td>Under 20 years of age</td> <td>80%</td> </tr> <tr> <td>20 years of age and over</td> <td>90%</td> </tr> </table>						Under 18 years of age	55%	Under 19 years of age	65%	Under 20 years of age	80%	20 years of age and over	90%
Under 18 years of age	55%												
Under 19 years of age	65%												
Under 20 years of age	80%												
20 years of age and over	90%												

**SCHEDULE 1.2: CENTRAL LINEN EMPLOYEES AWARD**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008										
		(per week)													
Level 1	1	\$570.90	\$600.90	\$630.90	\$660.90										
Level 2	1	\$590.60	\$620.60	\$650.60	\$680.60										
	2	\$610.50	\$640.50	\$670.50	\$700.50										
	3	\$630.30	\$660.30	\$690.30	\$720.30										
Level 3	1	\$640.30	\$670.30	\$700.30	\$730.30										
	2	\$650.40	\$680.40	\$710.40	\$740.40										
Level 4	1	\$660.00	\$690.00	\$720.00	\$750.00										
	2	\$670.10	\$700.10	\$730.10	\$760.10										
Level 5	1	\$682.60	\$712.60	\$742.60	\$772.60										
	2	\$692.60	\$722.60	\$752.60	\$782.60										
<p>Junior Employees will be paid the following percentage of the rate applicable to the level of work performed:</p> <table border="1"> <tr> <td>16 years</td> <td>45%</td> </tr> <tr> <td>17 years</td> <td>55%</td> </tr> <tr> <td>18 years</td> <td>65%</td> </tr> <tr> <td>19 years</td> <td>80%</td> </tr> <tr> <td>20 years</td> <td>90%</td> </tr> </table>			16 years	45%	17 years	55%	18 years	65%	19 years	80%	20 years	90%			
16 years	45%														
17 years	55%														
18 years	65%														
19 years	80%														
20 years	90%														
<p>Provided, however, that employees over the age of 18 years and who perform all of the duties usually performed by adult employees shall be paid at the rate applicable to that level of work.</p>															

**SCHEDULE 1.3: CHAUFFEURS (MINISTERIAL) PUBLIC SERVICE AWARD**

Classification	Step	Current	First full	First full	First full
		(per annum)	pay period on or after 1/10/2006	pay period on or after 1/10/2007	pay period on or after 1/10/2008
Chauffeur	1	\$33,632	\$35,197	\$36,762	\$38,327
	2	\$33,974	\$35,539	\$37,104	\$38,669
	3	\$34,304	\$35,869	\$37,434	\$38,999

**SCHEDULE 1.4: INTELLECTUAL DISABILITY SERVICES (IDSC) AWARD**

**(OPERATIVE 30 OCTOBER 2008)**

<b>Classification</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Disability Services Officer Level 1	\$33,838	\$35,403	\$36,968
	\$34,429	\$35,994	\$37,559
	\$35,364	\$36,929	\$38,494
Disability Services Officer Level 2*	\$36,633	\$38,198	\$39,763
	\$37,171	\$38,736	\$40,301
Disability Services Officer Level 3**	\$39,786	\$41,351	\$42,916
	\$41,425	\$42,990	\$44,555
	\$43,393	\$44,958	\$46,523
Disability Services Officer Level 4	\$46,375	\$47,940	\$49,505
	\$47,589	\$49,154	\$50,719
	\$48,801	\$50,366	\$51,931
Disability Services Officer Level 5	\$51,226	\$52,791	\$54,356
	\$52,435	\$54,000	\$55,565
	\$53,089	\$54,654	\$56,219
	\$54,287	\$55,852	\$57,417

\* appointment on the basis of qualification (Certificate III – Community Services, Disability)

\*\* **APPOINTMENT BY MERIT – SUPERVISORY LEVEL**

**SCHEDULE 1.5: INTEGRATED WAGES SCHEDULE**

Level	Step	Current	First full	First full	First full
		(per week)	pay period	pay period	pay period
			on or after	on or after	on or after
			1/10/2006	1/10/2007	1/10/2008
Training Level		\$570.90	\$600.90	\$630.90	\$660.90
Level 1	1	\$590.60	\$620.60	\$650.60	\$680.60
	2	\$600.60	\$630.60	\$660.60	\$690.60
	3	\$610.50	\$640.50	\$670.50	\$700.50
Level 2	1	\$620.40	\$650.40	\$680.40	\$710.40
	2	\$630.30	\$660.30	\$690.30	\$720.30
Level 3 (Stores 1)	1	\$640.30	\$670.30	\$700.30	\$730.30
	2	\$650.40	\$680.40	\$710.40	\$740.40
Level 4 (Stores 2)	1	\$660.00	\$690.00	\$720.00	\$750.00
	2	\$670.10	\$700.10	\$730.10	\$760.10
Level 5 (Stores 3)	1	\$682.60	\$712.60	\$742.60	\$772.60
	2	\$692.60	\$722.60	\$752.60	\$782.60
Level 6 (Stores 4)	1	\$706.60	\$736.60	\$766.60	\$796.60
	2	\$717.80	\$747.80	\$777.80	\$807.80
Level 7	1	\$737.60	\$767.60	\$797.60	\$827.60
	2	\$749.20	\$779.20	\$809.20	\$839.20
8 Printing grade	1	\$768.30	\$798.30	\$828.30	\$858.30
	2	\$780.60	\$810.60	\$840.60	\$870.60
9 Printing grade	1	\$799.10	\$829.10	\$859.10	\$889.10
	2	\$811.80	\$841.80	\$871.80	\$901.80



**SCHEDULE 1.6: GOVERNMENT STORES EMPLOYEES INTERIM AWARD**

<b>Classification</b>	<b>Increment</b>	<b>Current (per week)</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Storeperson Training Level (WSE-2)		\$570.90	\$600.90	\$630.90	\$660.90
Storeperson Level 1 (WSE-3)	1st	\$640.30	\$670.30	\$700.30	\$730.30
	2nd	\$650.40	\$680.40	\$710.40	\$740.40
Storeperson Level 2 (WSE-4)	1st	\$660.00	\$690.00	\$720.00	\$750.00
	2nd	\$670.10	\$700.10	\$730.10	\$760.10
Storeperson Level 3 (WSE-5)	1st	\$682.60	\$712.60	\$742.60	\$772.60
	2nd	\$692.60	\$722.60	\$752.60	\$782.60
Storeperson Level 4 (WSE-6)	1st	\$706.60	\$736.60	\$766.60	\$796.60
	2nd	\$717.80	\$747.80	\$777.80	\$807.80

**SCHEDULE 1.7: NGERIN INDUSTRIAL AGREEMENT**

<b>Classification</b>	<b>Increment</b>	<b>Current (per week)</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Research Vessel Employee Level 1	1st	\$682.60	\$712.60	\$742.60	\$772.60
(RVE – 1)	2nd	\$692.60	\$722.60	\$752.60	\$782.60
Research Vessel Employee Level 2	1st	\$768.30	\$798.30	\$828.30	\$858.30
(RVE – 2)	2nd	\$780.60	\$810.60	\$840.60	\$870.60
Research Vessel Employee Level 3	1st	\$799.10	\$829.10	\$859.10	\$889.10
(RVE – 3)	2nd	\$811.80	\$841.80	\$871.80	\$901.80

**SCHEDULE 1.8: PLUMBERS AND GASFITTERS (SA) AWARD**

Classification	Current	*First full	*First full	*First full
	(per week)	pay period on or after 1/10/2006	pay period on or after 1/10/2007	pay period on or after 1/10/2008
Plumbing and Mechanical Services Tradesperson Level I (P&MST -1)	\$682.60	\$712.60	\$742.60	\$772.60
100%	\$692.60	\$722.60	\$752.60	\$782.60
Plumbing and Mechanical Services Tradesperson Level II (P&MST -2)	\$706.60	\$736.60	\$766.60	\$796.60
105%	\$717.80	\$747.80	\$777.80	\$807.80
Plumbing and Mechanical Services Tradesperson - special class Level I (P&MST -3)	\$737.60	\$767.60	\$797.60	\$827.60
110%	\$749.20	\$779.20	\$809.20	\$839.20
Plumbing and Mechanical Services Tradesperson - special class Level II (P&MST -4)	\$768.30	\$798.30	\$828.30	\$858.30
115%	\$780.60	\$810.60	\$840.60	\$870.60
Advanced Plumbing and Mechanical Services Tradesperson Level I (AP&MST -1)	\$799.10	\$829.10	\$859.10	\$889.10
120%	\$811.80	\$841.80	\$871.80	\$901.80
Advanced Plumbing and Mechanical Services Tradesperson Level II (AP&MST -2)	\$829.80	\$859.80	\$889.80	\$919.80
125%	\$843.30	\$873.30	\$903.30	\$933.30
*These rates replace the rates and allowances appearing in Clause 26 of Part 3 of the Plumbers & Gasfitters (South Australia) Award in accordance with Appendix A of that Award				

**SCHEDULE 1.9: SA GOVERNMENT BUILDING TRADES AWARD**

Classification	Current	First full pay	First full pay	First full pay
	(per week)	period on or after 1/10/2006	period on or after 1/10/2007	period on or after 1/10/2008
Building Trades Employee Training Level	\$570.90	\$600.90	\$630.90	\$660.90
Building Trades Employee Level 1 (WBT-1)	\$590.60 \$600.60 \$610.50	\$620.60 \$630.60 \$640.50	\$650.60 \$660.60 \$670.50	\$680.60 \$690.60 \$700.50
Building Trades Employee Level 2 (WBT-2)	\$620.40 \$630.30	\$650.40 \$660.30	\$680.40 \$690.30	\$710.40 \$720.30
Building Trades Employee Level 3 (WBT-3)	\$640.30 \$650.40	\$670.30 \$680.40	\$700.30 \$710.40	\$730.30 \$740.40
Building Trades Employee Level 4 (WBT-4)	\$660.00 \$670.10	\$690.00 \$700.10	\$720.00 \$730.10	\$750.00 \$760.10
Building Tradesperson Level 1 (WBT-5)	\$682.60 \$692.60	\$712.60 \$722.60	\$742.60 \$752.60	\$772.60 \$782.60
Building Tradesperson Level 2 (WBT-6)	\$706.60 \$717.80	\$736.60 \$747.80	\$766.60 \$777.80	\$796.60 \$807.80
Building Tradesperson Level 3 (WBT-7)	\$737.60 \$749.20	\$767.60 \$779.20	\$797.60 \$809.20	\$827.60 \$839.20

**SCHEDULE 1.10: SA GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
	(per week)			
Construction and Maintenance Worker Training Level	\$570.90	\$600.90	\$630.90	\$660.90
Construction and Maintenance Worker Level 1	\$590.60	\$620.60	\$650.60	\$680.60
(CMW-1)	\$600.60	\$630.60	\$660.60	\$690.60
	\$610.50	\$640.50	\$670.50	\$700.50
Construction and Maintenance Worker Level 2	\$620.40	\$650.40	\$680.40	\$710.40
(CMW-2)	\$630.30	\$660.30	\$690.30	\$720.30
Construction and Maintenance Worker Level 3	\$640.30	\$670.30	\$700.30	\$730.30
(CMW-3)	\$650.40	\$680.40	\$710.40	\$740.40
Construction and Maintenance Worker Level 4	\$660.00	\$690.00	\$720.00	\$750.00
(CMW-4)	\$670.10	\$700.10	\$730.10	\$760.10
Construction and Maintenance Worker Level 5	\$682.60	\$712.60	\$742.60	\$772.60
(CMW-5)	\$692.60	\$722.60	\$752.60	\$782.60
Construction and Maintenance Worker Level 6	\$706.60	\$736.60	\$766.60	\$796.60
(CMW-6)	\$717.80	\$747.80	\$777.80	\$807.80
Construction and Maintenance Worker Level 7	\$737.60	\$767.60	\$797.60	\$827.60
(CMW-7)	\$749.20	\$779.20	\$809.20	\$839.20

**SCHEDULE 1.11: SA GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD**

<b>Classification</b>	<b>Step</b>	<b>Current (per week)</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Training Level		\$570.90	\$600.90	\$630.90	\$660.90
Level 1	1	\$590.60	\$620.60	\$650.60	\$680.60
	2	\$600.60	\$630.60	\$660.60	\$690.60
	3	\$610.50	\$640.50	\$670.50	\$700.50
Level 2	1	\$620.40	\$650.40	\$680.40	\$710.40
	2	\$630.30	\$660.30	\$690.30	\$720.30
Level 3	1	\$640.30	\$670.30	\$700.30	\$730.30
	2	\$650.40	\$680.40	\$710.40	\$740.40
Level 4	1	\$660.00	\$690.00	\$720.00	\$750.00
	2	\$670.10	\$700.10	\$730.10	\$760.10
Level 5	1	\$682.60	\$712.60	\$742.60	\$772.60
	2	\$692.60	\$722.60	\$752.60	\$782.60
Level 6	1	\$706.60	\$736.60	\$766.60	\$796.60
	2	\$717.80	\$747.80	\$777.80	\$807.80
Level 7	1	\$737.60	\$767.60	\$797.60	\$827.60
	2	\$749.20	\$779.20	\$809.20	\$839.20

**SCHEDULE 1.12: SA GOVERNMENT PRINTING INTERIM AWARD**

<b>Classification</b>	<b>Current (per week)</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Training Level	\$570.90	\$600.90	\$630.90	\$660.90
Printing Employee Grade 1 (PE-1)	\$590.60	\$620.60	\$650.60	\$680.60
	\$600.60	\$630.60	\$660.60	\$690.60
	\$610.50	\$640.50	\$670.50	\$700.50
Printing Employee Grade 2 (PE-2)	\$620.40	\$650.40	\$680.40	\$710.40
	\$630.30	\$660.30	\$690.30	\$720.30
Printing Employee Grade 3 (PE-3)	\$640.30	\$670.30	\$700.30	\$730.30
	\$650.40	\$680.40	\$710.40	\$740.40
Printing Employee Grade 4 (PE-4)	\$660.00	\$690.00	\$720.00	\$750.00
	\$670.10	\$700.10	\$730.10	\$760.10
Printing Employee Grade 5 (PE-5)	\$682.60	\$712.60	\$742.60	\$772.60
	\$692.60	\$722.60	\$752.60	\$782.60
Printing Employee Grade 6 (PE-6)	\$706.60	\$736.60	\$766.60	\$796.60
	\$717.80	\$747.80	\$777.80	\$807.80
Printing Employee Grade 7 (PE-7)	\$737.60	\$767.60	\$797.60	\$827.60
	\$749.20	\$779.20	\$809.20	\$839.20
Printing Employee Grade 8 (PE-8)	\$768.30	\$798.30	\$828.30	\$858.30
	\$780.60	\$810.60	\$840.60	\$870.60
Printing Employee Grade 9 (PE-9)	\$799.10	\$829.10	\$859.10	\$889.10
	\$811.80	\$841.80	\$871.80	\$901.80

**SCHEDULE 1.13: SA GOVERNMENT SERVICES AWARD**

Classification	Step	Current (per week)	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Training Level		\$570.90	\$600.90	\$630.90	\$660.90
Government Services Employee Level 1	1	\$590.60	\$620.60	\$650.60	\$680.60
	2	\$600.60	\$630.60	\$660.60	\$690.60
	3	\$610.50	\$640.50	\$670.50	\$700.50
Government Services Employee Level 2	1	\$620.40	\$650.40	\$680.40	\$710.40
	2	\$630.30	\$660.30	\$690.30	\$720.30
Government Services Employee Level 3	1	\$640.30	\$670.30	\$700.30	\$730.30
	2	\$650.40	\$680.40	\$710.40	\$740.40
Government Services Employee Level 4	1	\$660.00	\$690.00	\$720.00	\$750.00
	2	\$670.10	\$700.10	\$730.10	\$760.10
Government Services Employee Level 5	1	\$682.60	\$712.60	\$742.60	\$772.60
	2	\$692.60	\$722.60	\$752.60	\$782.60
Government Services Employee Level 6	1	\$706.60	\$736.60	\$766.60	\$796.60
	2	\$717.80	\$747.80	\$777.80	\$807.80
Government Services Employee Level 7	1	\$737.60	\$767.60	\$797.60	\$827.60
	2	\$749.20	\$779.20	\$809.20	\$839.20



**SCHEDULE 1.14: CORRECTIONAL SERVICES – SA GOVERNMENT TRANSPORT WORKERS AWARD**

<b>Classification</b>	<b>Step</b>	<b>Current (per week)</b>	<b>First full pay period on or after 1/10/2006</b>	<b>First full pay period on or after 1/10/2007</b>	<b>First full pay period on or after 1/10/2008</b>
Motor Freight	1	\$613.10	\$643.10	\$673.10	\$703.10
Driver 0-1.2 Tonnes	2	\$619.90	\$649.90	\$679.90	\$709.90
	3	\$626.00	\$656.00	\$686.00	\$716.00
1.3-3 Tonnes	1	\$641.60	\$671.60	\$701.60	\$731.60
	2	\$648.00	\$678.00	\$708.00	\$738.00
	3	\$654.60	\$684.60	\$714.60	\$744.60
3-6 Tonnes	1	\$646.90	\$676.90	\$706.90	\$736.90
	2	\$653.40	\$683.40	\$713.40	\$743.40
	3	\$659.50	\$689.50	\$719.50	\$749.50
6-6.9 Tonnes	1	\$648.00	\$678.00	\$708.00	\$738.00
	2	\$654.80	\$684.80	\$714.80	\$744.80
	3	\$660.90	\$690.90	\$720.90	\$750.90
7-7.9 Tonnes	1	\$649.70	\$679.70	\$709.70	\$739.70
	2	\$656.10	\$686.10	\$716.10	\$746.10
	3	\$662.60	\$692.60	\$722.60	\$752.60
8-8.9 Tonnes	1	\$639.00	\$669.00	\$699.00	\$729.00
	2	\$646.10	\$676.10	\$706.10	\$736.10
	3	\$651.80	\$681.80	\$711.80	\$741.80
9 Tonnes and over but under 10 Tonnes	1	\$652.40	\$682.40	\$712.40	\$742.40
	2	\$659.00	\$689.00	\$719.00	\$749.00
	3	\$665.40	\$695.40	\$725.40	\$755.40
10 Tonnes and over but under 11 Tonnes	1	\$653.60	\$683.60	\$713.60	\$743.60
	2	\$659.90	\$689.90	\$719.90	\$749.90
	3	\$666.50	\$696.50	\$726.50	\$756.50
11 Tonnes and over but under 12 Tonnes	1	\$654.60	\$684.60	\$714.60	\$744.60
	2	\$661.00	\$691.00	\$721.00	\$751.00
	3	\$667.30	\$697.30	\$727.30	\$757.30
12 Tonnes and over but under 13 Tonnes	1	\$655.40	\$685.40	\$715.40	\$745.40
	2	\$661.90	\$691.90	\$721.90	\$751.90
	3	\$668.10	\$698.10	\$728.10	\$758.10
15 Tonnes and over but under 16 Tonnes	1	\$658.90	\$688.90	\$718.90	\$748.90
	2	\$665.70	\$695.70	\$725.70	\$755.70
	3	\$671.10	\$701.10	\$731.10	\$761.10
Driver of Pass. Veh. Under 25 Passengers	1	\$640.60	\$670.60	\$700.60	\$730.60
	2	\$647.40	\$677.40	\$707.40	\$737.40
	3	\$653.50	\$683.50	\$713.50	\$743.50

**SCHEDULE 1.15: SA GOVERNMENT TRANSPORT WORKERS AWARD**

Classification	Step	Current	First full	First full	First full
		(per week)	pay period on or after 1/10/2006	pay period on or after 1/10/2007	pay period on or after 1/10/2008
Car Pool	1	\$612.40	\$642.40	\$672.40	\$702.40
Attendants	2	\$618.90	\$648.90	\$678.90	\$708.90
	3	\$625.10	\$655.10	\$685.10	\$715.10
Motor Freight	1	\$613.10	\$643.10	\$673.10	\$703.10
Driver 0-1.2 ton	2	\$619.90	\$649.90	\$679.90	\$709.90
	3	\$626.00	\$656.00	\$686.00	\$716.00
1.3-3 Tonnes	1	\$641.60	\$671.60	\$701.60	\$731.60
	2	\$648.00	\$678.00	\$708.00	\$738.00
	3	\$654.60	\$684.60	\$714.60	\$744.60
3-6 Tonnes	1	\$646.90	\$676.90	\$706.90	\$736.90
	2	\$653.40	\$683.40	\$713.40	\$743.40
	3	\$659.50	\$689.50	\$719.50	\$749.50
6-6.9 Tonnes	1	\$648.00	\$678.00	\$708.00	\$738.00
	2	\$654.80	\$684.80	\$714.80	\$744.80
	3	\$660.90	\$690.90	\$720.90	\$750.90
7-7.9 Tonnes	1	\$649.70	\$679.70	\$709.70	\$739.70
	2	\$656.10	\$686.10	\$716.10	\$746.10
	3	\$662.60	\$692.60	\$722.60	\$752.60
19 –19.9 Tonnes	1	\$662.70	\$692.70	\$722.70	\$752.70
	2	\$669.00	\$699.00	\$729.00	\$759.00
	3	\$675.20	\$705.20	\$735.20	\$765.20
Over 23 Tonnes	1	\$667.60	\$697.60	\$727.60	\$757.60
	2	\$674.00	\$704.00	\$734.00	\$764.00
	3	\$680.10	\$710.10	\$740.10	\$770.10
Motor Car Driver	1	\$639.00	\$669.00	\$699.00	\$729.00
	2	\$646.10	\$676.10	\$706.10	\$736.10
	3	\$651.80	\$681.80	\$711.80	\$741.80
Driver of Pass. Veh. Under 25 Passengers	1	\$640.60	\$670.60	\$700.60	\$730.60
	2	\$647.40	\$677.40	\$707.40	\$737.40
	3	\$653.50	\$683.50	\$713.50	\$743.50
Driver of Pass. Veh. 25 Pass. or more	1	\$644.40	\$674.40	\$704.40	\$734.40
	2	\$650.70	\$680.70	\$710.70	\$740.70
	3	\$657.40	\$687.40	\$717.40	\$747.40
Drivers Assist.	1	\$581.00	\$611.00	\$641.00	\$671.00
	2	\$586.70	\$616.70	\$646.70	\$676.70
	3	\$593.60	\$623.60	\$653.60	\$683.60
Greasers, Cleaners or Tyre Fitters	1	\$585.90	\$615.90	\$645.90	\$675.90
	2	\$592.70	\$622.70	\$652.70	\$682.70
	3	\$599.00	\$629.00	\$659.00	\$689.00
Driver of Artic. Veh. 16 tonnes but under 17	1	\$665.90	\$695.90	\$725.90	\$755.90
	2	\$671.90	\$701.90	\$731.90	\$761.90
	3	\$678.70	\$708.70	\$738.70	\$768.70
Driver of Artic. Veh. 18 tonnes but under 19	1	\$667.70	\$697.70	\$727.70	\$757.70
	2	\$674.30	\$704.30	\$734.30	\$764.30
	3	\$680.20	\$710.20	\$740.20	\$770.20
Driver of Mach. Float 25 tonnes under 26	1	\$679.50	\$709.50	\$739.50	\$769.50
	2	\$685.70	\$715.70	\$745.70	\$775.70
	3	\$692.30	\$722.30	\$752.30	\$782.30
33 tonnes and Over	1	\$688.20	\$718.20	\$748.20	\$778.20
	2	\$694.80	\$724.80	\$754.80	\$784.80
	3	\$701.50	\$731.50	\$761.50	\$791.50

## **APPENDIX 2: SAVED CLAUSES**

### **Appendix 2.1 - Department of Primary Industries and Resources**

#### **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 Commissioners 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 TIL under the conditions described above.

#### **South Australian Research and Development Institute (SARDI) Enterprise Agreement**

Schedule 2 – Marine Research Vessel “Ngerin” Industrial Agreement, conditions of employment and allowances.

## **Appendix 2.2 – Child Care Workers in the Department of Further Education, Employment, Science and Technology**

### **CLAUSE 1. ARRANGEMENT**

<u>Subject Matter,</u>	<u>Clause No.</u>
Arrangement	1
Contract of Hiring	5
General Employment Conditions	10
Hours	7
Locality	2
Mixed Functions	4
Non-Contact Time	6
Provisions referred to SA Government Services Award	9
Right of Entry	8
Wages	3
Work Level Definitions	11

### **CLAUSE 2. LOCALITY**

This Appendix will apply throughout the State of South Australia.

### **CLAUSE 3. WAGES**

#### 3.1. Rates of Pay

3.1.1 Except as elsewhere provided in this Appendix, an employee will be paid at the rate of pay prescribed in Appendix 1, Schedule 1.1 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007 for the classification level in which the employee is employed.

3.1.2 An employee will progress by annual increment until the relevant maximum rate is reached for the appropriate classification.

#### 3.2 Juvenile Workers

Juvenile childcare workers will receive the following percentages of the appropriate adult rate. These percentages will only apply if the Juvenile Worker is performing duties at the level of a Child Care Worker Trainee Level or Level 1:

	<i>Percent %</i>
Under 18 years of age	55
Under 19 years of age	65
Under 20 years of age	80
20 years of age and over	90

Provided however, that employees 18 years or over who perform all of the duties usually performed by an adult employee at the same level will be paid the adult rate of pay for that level.

### **CLAUSE 4. MIXED FUNCTIONS**

4.1 An employee who is required to do work (not being the work of a Co-ordinator) carrying a higher rate than her/his ordinary classification, for more than 2 hours of any day or shift will be paid at the higher rate for the whole day or shift.

4.2 An employee who is required to do the work of a Co-ordinator for greater than 5 days will be paid the Co-ordinator rate of pay for the whole period such work is undertaken.

- 4.3 Employees, subject to subclause 4.1, who on any day or shift is required to do the work of a higher paid classification for less than 2 hours will be paid the rate prescribed for such work whilst so engaged.
- 4.4 Any employee, who for any day or shift or any part of it is required to do work carrying a lower than her/his ordinary classification will suffer no reduction in consequence of it and if such an employee is required to work overtime she/he will be paid overtime rates for such work calculated upon the rate for her/his ordinary classification.

**CLAUSE 5. CONTRACT OF HIRING**

5.1 Weekly Employment

Unless otherwise stated in this Appendix, employment will be by the week. An employee not specifically engaged on a part-time basis or as a casual employee will be deemed to be employed by the week.

5.2 Minimum Term of Engagement

An employee, hired to work on either a part-time or a casual basis will be given not less than two - (2) hours continuous work on any one day.

5.3 Part-Time Employment

5.3.1 A part-time employee is defined as:

5.3.1.1 an employee who is required to work for less than 38 hours per week, for at least 41 weeks per calendar year, provided that they are engaged for at least 18 hours per week, and the hours to be worked are regular, or

5.3.1.2 is an employee who is normally required to work 38 hours per week for a total period of 41 weeks per calendar year, or

5.3.1.3 is an employee engaged by the week to work on a part-time basis for a constant number of hours less than thirty-eight (38) per week.

5.3.2 An employee so engaged will be paid per hour one thirty eighth (1/38) of the weekly rate prescribed in Appendix 1, Schedule 1.1 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007 for the work performed.

5.3.3 An employee engaged on a part-time basis shall be entitled to receive pro-rata entitlements to sick leave, annual leave, and bereavement leave and public holidays.

5.4 Casual Employment

5.4.1 A casual employee is an employee engaged and paid as such provided that the employee is employed for less than 18 hours per week or the engagement is less than two college terms or if the ordinary hours to be worked are to vary from week to week irrespective of the span of hours or the period of engagement.

5.4.2 A casual employee will be paid per hour worked one thirty-eighth of the weekly rate prescribed at Appendix 1, Schedule 1.1 of the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007 for the work performed and a twenty (20) per cent casual loading will be applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment of public holidays not worked.

## 5.5 Temporary Employment

An employee engaged for a specific purpose of limited duration provided that they are engaged for more than two college terms and at least 18 hours per week.

### **CLAUSE 6. NON-CONTACT TIME**

Where the employee is appointed to be responsible for the development and implementation of programs of activities, that employee will be allowed not less than 2 paid non-contact hours per week for preparation and planning.

### **CLAUSE 7. HOURS**

7.1 Subject to the exceptions in this clause, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:

7.1.1 38 hours within a work cycle not exceeding seven consecutive days; or

7.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

7.1.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or

7.1.4 152 hours within a work cycle not exceeding twenty-eight consecutive days.

7.2 The ordinary hours of work prescribed in sub-clause 7.1 must be worked:

7.2.1 on any day or all of the days of the week, Monday to Friday; or

7.2.2 according to roster over six or 7 days per week as required.

7.3 The ordinary hours of work prescribed in this agreement must be worked continuously, except for meal breaks, at the discretion of the employer between 6.30 a.m. and 6.30 p.m. Provided that the spread of ordinary hours may be altered by mutual agreement between an employer and the majority of employees in the centre concerned.

7.4 The ordinary hours of work prescribed must not exceed 10 hours on any day, provided that:

7.4.1 In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees in the centre concerned following discussion in which the Union may be involved.

7.4.2 By arrangement between an employer, the Union concerned and the majority of employees in the centre concerned, ordinary hours not exceeding 12 on any day could be worked subject to:

7.4.2.1 the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-Hour Shifts;

7.4.2.2 proper health monitoring procedures being introduced;

7.4.2.3 suitable roster arrangements being made; and

7.4.2.4 proper supervision being provided.

**CLAUSE 8. RIGHT OF ENTRY**

For the purpose of interviewing employees on legitimate Union business, a duly accredited Union representative of The Liquor Hospitality Miscellaneous Union shall have the right to enter employers' premises. Such a right may be exercised consistent with the terms as set out in the Conditions of Employment for Weekly Paid Employees Manual.

**CLAUSE 9. PROVISIONS REFERRED TO SA GOVERNMENT SERVICES AWARD**

The following provisions, which are prescribed in the Government Services Award, but are not referred to in this Appendix, will apply.

- Absence from Duty
- Termination of Employment
- Abandonment of Employment
- Direction of Employees
- Higher Duties
- Close Down
- Weekend Duty
- Shift Work
- Meal Breaks
- Overtime Shift Workers
- Meal Allowance – Shift Workers
- Union Delegate

**CLAUSE 10. GENERAL EMPLOYMENT CONDITIONS**

Where the provisions of the Conditions of Employment for Weekly Paid Employees Manual, as amended from time to time, provide for a benefit to employees, such provisions will be available to employees covered by this Schedule. This will include but not be limited to:-

- Annual Leave
- Bereavement Leave
- Educational Assistance and Study Leave
- Parental Leave
- Public Holidays
- Sick Leave
- Special Leave with Pay
- Trade Union Training Leave

**CLAUSE 11. WORK LEVEL DEFINITIONS**

**11.1 CHILD CARE WORKER TRAINEE LEVEL**

Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities, applicable to the base level of work for which they have been recruited.

- Appointment to this level will be for a maximum period of three months.
- Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned.
- Information will be provided about Occupational Health and Safety regulations, procedures and legislation and Equal Employment Opportunity and practise.
- Direct instruction and monitoring by a skilled and experienced employee will be provided to employees at this level.

## 11.2 CHILD CARE WORKER LEVEL 1

### Characteristics of the Level

Employees at this level will be required to perform a broad range of routine tasks.

Work at this level is characterised by the following:

- generally labour intensive in nature, may require the operation of equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level;
- performed under direct instruction;
- instruction given is by way of verbal, written or diagrammatic direction;
- provided assistance and co-operation to other employees;
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Tasks typical of level 1 are described in the Activities Schedule as agreed between the parties.

### Activities Schedule

To contribute to the operational objectives of the work area a position at this level may include some of the following inputs or those of similar value:

- assist with the implementation of the early childhood programme as directed;
- assist with daily routines;
- ensure the health, hygiene and safety of the children in care;
- give each child individual attention and comfort as required;
- work as directed in accordance with licensing requirements under the Act;
- maintenance of routine records as appropriate;
- maintain clear immediate work area (not including general centre cleaning);
- assist catering staff in preparation of snacks and beverages not including preparation of meals;
- have input to programme development;
- day to day laundry tasks.

## 11.3 CHILD CARE WORKER LEVEL 2

### Characteristics of the Level

Employees at this level will be required to perform either a range of higher level operative tasks above or beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and/or experience;
- may require the operation of basic equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of an employee at Level 1;
- perform under general direction;
- require the exercise of limited judgement in the execution of their own work;
- instruction given is by way of general verbal, written or diagrammatic direction;
- provision of assistance and cooperation to other employees;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member;
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 2 are described in the Activities Schedule.

### Activities Schedule

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- apply established practices and procedures;
- assist with the preparation and implementation and evaluation of Child Care developmental programmes;



- undertake work with individual children with particular needs under direction;
- assist in the preparation and implementation of programmes suited to the needs of individual children and groups;
- report observations of individual children or groups for programme planning purposes;
- assist in oversight of students and volunteers;
- assist qualified workers in the assessment of children;
- be aware of and check the safety and storage of equipment and material used by children.

#### 11.4 CHILD CARE WORKER LEVEL 3

##### Characteristics of the Level

Employees at this level will be required to perform or apply trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skills and knowledge;
- may require the setup, programme and operation of complex equipment and/or facilities requiring the exercise of skill and knowledge;
- performed under broad guidelines;
- a capacity to programme detailed work functions;
- the ability to interpret complex instructions and procedures;
- the provision of trade or trade equivalent guidance and assistance;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member;
- may from time to time perform work of a lower level or incidental to their area of expertise.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 3 are described in the Activities Schedule.

##### Activities Schedule

To contribute to the operational objectives of the programme, a position at this level may include some of the following inputs or those of similar value:

- guidance and direction of unqualified workers as appropriate;
- to develop, plan, implement and evaluate a Child Care programme designed to create a nurturing environment under supervision;
- liaise with parents;
- ensure a safe environment is provided for the children;
- ensure that records are maintained and are up to date concerning each child in their care;
- develop, implement and evaluate daily routines;
- the assessment of students on placement;
- ensure the Centre or Service's policies are adhered to;
- assist in staff development and appraisals;
- contribute to overall centre planning;
- assist in the selection and maintenance of appropriate equipment and supplies;
- administer medication on parent or medical authority consistent with any restriction placed upon their approval, and keep appropriate records.

## 11.5 CHILD CARE WORKER LEVEL 4

### Characteristics of the Level

Employees at this level will be required to apply a combination of advanced post-trade skills derived from accredited training or equivalent including team leader activities.

Work at this level is characterised by the following:

- employees at this level will have advanced post-trade qualifications or equivalent skills developed through industry experience and accredited training;
- work will be completed independently, with reference to supervisors only on issues or problems outside the employee's area of responsibility;
- work performed will require high levels of knowledge, skill and responsibility;
- exercise judgement and advise on matters requiring the application of her/his skills and knowledge;
- assist in on-the-job leadership role;
- prepare and maintain records and reports as appropriate;
- allocate and determine work priorities;
- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- utilise professional or specialised knowledge.

Employees at this level may train others both on and off the job, in levels one, two and three skills. They may develop training plans based on industry standards.

### Activities Schedule

Within the context of the group for which they are Team Leader:

- any of the duties of a Child Care Worker Level 3;
- work as the person in charge of a group of children in the age range from birth to 12 years;
- contribute through the Co-ordinator (or Line Manager) to the development of the Centre or services policies;
- liaise with appropriate college staff on matters requiring Co-ordinator (or Line Manager) with recruitment of staff;
- assist Co-ordinator (or Line Manager) with recruitment of staff on matters requiring Co-ordinator (or Line Manager) input, in an adjunct care centre;
- monitor and ensure the standard of other workers in the group;
- take responsibility in consultation with the Co-ordinator (or Line Manager) for the preparation, implementation and evaluation of a Child Care programme for individual children or groups of children in care;
- co-ordinate and direct the activities of qualified and unqualified workers engaged in the implementation and evaluation of developmental programmes and activities in a group setting;
- be responsible to the Co-ordinator (or Line Manager) for the assessment of students on placement;
- assist with the enrolment of children.
- assist Co-ordinator (or Line Manager) with basic administrative duties including record keeping, enrolment of children, answering of telephone and supply of appropriate of records/information to College staff;
- assist Co-ordinator (or Line Manager) in the implementation of relevant acts policies and procedures;
- assist Co-ordinator (or Line Manager) in liaison with the Management Committee.

## 11.6 CHILD CARE CO-ORDINATOR LEVEL 1

### Characteristics of the Level

A Co-ordinator, Level 1 is an employee who is a Co-ordinator in charge of a Child Care Centre or service. The Co-ordinator would be responsible for the overall administration of the Centre or service.

Duties would include some or all of the following:

- recruit staff in consultation with the management of a Centre;
- keep day to day accounts and handle clerical matters;
- ensure that the Centre or service adheres to all relevant regulations;
- formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- develop, plan and supervise the implementation of educational and/or developmental programs for the children in their Centre/service;
- ensure that submissions for funding to the relevant authorities are made and monies received;
- ensure that Government guidelines on access to Centres or services are adhered to;
- liaise with management committees or proprietors as appropriate.

A Co-ordinator, Level 1 will be employed to manage a Child Care Centre or service of no more than 39 places.

## 11.7 CHILD CARE CO-ORDINATOR LEVEL 2

### Characteristics of the Level

A Co-ordinator, Level 2 is an employee who would have the same duties as a Co-ordinator Level 1 however they will be employed to manage a Child Care Centre(s) or service(s) with a total of between 40-59 places.

## 11.8 CHILD CARE CO-ORDINATOR LEVEL 3

### Characteristics of the Level

A Co-ordinator, Level 3 is an employee who would have the same duties as a Co-ordinator Level 1, however they will be employed to manage a Child Care Centre(s) or service(s) with 60 or more places.

### APPENDIX 3: SHARED SERVICES PRINCIPLES

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

1. Employment security protection for employees transferred from an Agency to a shared service will be in accordance with Clause 8 “ Memorandum of Understanding”, of this Enterprise Agreement.
2. An employee required to transfer from an Employer or Agency to a shared service agency (or division of an agency) will be entitled to the more favourable of the salary rates of the applicable Enterprise Agreement.
3. 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.
4. 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 Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
5. 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 Commissioner for Public Employment to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 Quality Staffing. This may include:
    - i. Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only;
    - ii. Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures;
    - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner’s Standard 2 Quality Staffing.
  - Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by the relevant Agency prior to any transition process.
  - Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

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

**APPENDIX 4: WORKPLACE FLEXIBILITY AGREEMENTS**

## **APPENDIX 5: AWARD VARIATIONS**

### **1. SA Government Health Etc. Ancillary Employees Award**

- a) Public holidays – payment for;
- b) Public holidays occurring during annual leave;
- c) Public holidays occurring during absence on weekend;
- d) Public holidays falling on a PDO;
- e) Travelling time;
- f) Special leave without pay;
- g) Trade union training leave;
- h) First aid;
- i) Motor vehicle reimbursement rates;
- j) Travelling expenses reimbursement;
- k) Education assistance and study leave;
- l) Licence to drive a motor vehicle;
- m) Personal files
- n) Payment of private telephone rental and official calls;
- o) Shop stewards;
- p) Passive duty;
- q) Annual leave as it applies to employees assigned to psychiatric institutions;
- r) Disability allowance.

### **2. Intellectual Disability Services (SA Health Commission) Award**

- a) Higher duties;
- b) Mixed functions;
- c) Public holidays occurring during absence on weekend;
- d) Public holidays falling on a PDO;
- e) Special leave without pay;
- f) Trade union training leave;
- g) Shift work;
- h) Overtime – shift workers;
- i) Overtime – day workers;
- j) Education assistance and study leave;
- k) Personal files;
- l) Training wage arrangements;
- m) Supported wage provision;
- n) Hours of work as applied to 10 and 12 hour shifts;
- o) Annual leave as provided in a psychiatric institution;
- p) Shop stewards;
- q) Sick leave.

## **APPENDIX 6: STATE BUILDING AND PLUMBING TRADES**

### **1. State Building and Plumbing Trades Maintenance Allowance**

- 1.1 The clause applies to employees employed pursuant to the South Australian Government Building Trades Award and the Plumbers and Gasfitters Award and employed in any of the public sector agencies and health units listed at Clause 4.2 of this Agreement.
- 1.2 Employees bound by this Agreement will be paid a State Building and Plumbing Trades Maintenance Allowance of:
- 1.2.1 \$50 per week to be paid for all-purposes from the first full pay period on or after 31 December 2004;
- 1.2.2 \$51.75 per week to be paid for all-purposes from the first full pay period on or after 31 December 2008,

on the basis that:

- (a) This allowance replaces the allowances and associated conditions provided by each of the following clauses contained in the South Australian Building Trades Award:
- (i) Clause E3/E4 – Special Rates
  - (ii) Clause E6/E7 – Industry
  - (iii) Clause E13 – Disabilities Glenside
- AND
- (b) This allowance replaces the allowances and associated conditions provided by each of the following clauses contained in the Plumbers and Gasfitters (South Australian) Award:
- (i) Clause 31 – Special Rates – except Clause 31.30 Chokage
  - (ii) Clause 32 – Disability RAH Glenside

### **2. Tool Allowance – Plumbers and Gasfitters**

- 2.1 Where an employee is employed pursuant to the Plumbers and Gasfitters (South Australian) Award and that employee is required to provide a kit of tools consistent with those listed at Clauses 36.2.2 of that Award; then
- (a) That employee shall be paid a Tool Allowance at the rate provided by Clause 36.2.1 of that Award, as varied from time to time; and
- (b) That allowance will be operative from the first full pay period on or after 31 December 2004, and for the life of the Agreement.

## ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C – Changes to Redeployment Practice”  
of the MOU is varied as follows with effect from 28 October 2004.

The following changes were agreed in the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004 in relation to redeployment practice which at that time were prescribed in Public Sector Management Act Determination No. 3 (made on 19/03/03) and were agreed between the parties to take effect from 28 October 2004, and to apply to employees who are excess on or after 28 October 2004. Those changes will continue to have effect.

The following will be added to PSM Act Determination 3:

Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with PSM Act Determination 2.

Where a redeployee is not placed in an alternative ongoing or long term position at the employee's substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency's requirements (or, in the case of existing unplaced redeployees from 28 October 2004. (The period of income maintenance, remains the same as that prescribed in PSM Act Determination 3). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

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

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

Redeployees shall be required to take part in training and retraining to facilitate placement in funded public sector work at their substantive level, which may be to a different career stream.

The following changes were agreed in the South Australian Government Wages Parity Enterprise Agreement 2001 in relation to redeployment practice which at that time were prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) and were agreed to take effect from 2 October 2001, and to apply to employees who are excess on or after 2 October 2001. Those changes were included in Public Sector Management Act Determination No. 3 (made on 19/03/03). Subject to the changes to Determination 3 identified above, to have effect from the date of approval of this Agreement, those changes will continue to have effect.

The following will be added to Part 6 Redeployment Principles in Direction No. 6.

6.1(e) Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the



employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.

6.1(f) If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No. 6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.

6.1(g) An excess employee will:

- (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
- (ii) attend interviews as requested and participate in them in a positive and constructive manner;
- (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
- (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
- (v) comply with all attendance requirements.

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