

# LOTTERIES COMMISSION OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2010

File No. 2125 of 2010

**This Agreement shall come into force on and  
from 4 June 2010 and have a life extending  
for a period of until 30 September 2012.**

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

DATED 19 JULY 2010.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

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COMMISSION MEMBER



**LOTTERIES COMMISSION OF SOUTH AUSTRALIA  
ENTERPRISE AGREEMENT 2010**

Between

Lotteries Commission of South Australia (SA Lotteries)

and

Employees of SA Lotteries

and the Public Service Association

**1 TITLE**

This Agreement will be known as the Lotteries Commission of South Australia Enterprise Agreement 2010.

**2 ARRANGEMENT**

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### **3 PARTIES BOUND**

- 3.1 Except as elsewhere provided, this Agreement shall be binding upon SA Lotteries, the Public Service Association of South Australia Incorporated and the employees of SA Lotteries whether covered by an award or not as prescribed in Clause 4 herein.
- 3.2 This Agreement shall not be binding on:
- 3.2.1 the Chief Executive.
  - 3.2.2 employees whose terms and conditions are subject to a contract which either specifies a salary greater than MAS 3 or provides for a review of salary.
  - 3.2.3 trainees employed by the Commissioner for Public Employment under the National Training Wage Award.
  - 3.2.4 statutory office holders.

### **4 INTERPRETATION**

- 4.1 In this Agreement, unless the contrary intention appears:
- |                   |  |
|-------------------|--|
| “Agreement”       | means the Lotteries Commission of South Australia Enterprise Agreement 2010. |
| “Chief Executive” | means the Chief Executive of the Lotteries Commission of South Australia.    |
| “Employer”        | means the Lotteries Commission of South Australia.                           |
| “Employee”        | means an employee bound by this Agreement.                                   |
| “Parties”         | means the persons, entities and associations referred to in Clause 3.        |

### **5 EXISTING AWARDS**

- 5.1 This Agreement shall be read and interpreted wholly in conjunction with the South Australian Public Sector Salaried Employees Interim Award (“Award”). Provided that if there is any inconsistency between this Agreement and the above Award, this Agreement shall take precedence.
- 5.2 The terms and conditions prescribed in the Award as at the date this Agreement is approved and comes into effect, shall continue to have full force and effect for the life of this Agreement as if incorporated into this Agreement, provided that a clause of the Agreement prevails to the extent of any inconsistency with an incorporated provision of the Award.
- 5.3 If during the lifetime of this Agreement the Award is varied on application by, or with the consent of, the Employer and union/s, such variation will have effect so

that the Award as varied will operate as per subclause 5.2 of this Agreement.

## **6 DATE AND PERIOD OF OPERATION**

- 6.1 The term of this Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia (IRCSA) until 30 September 2012.
- 6.2 The parties to this Agreement will consider the renegotiation of the Agreement no later than 3 months prior to the termination date of this Agreement.

## **7 NO FORCED REDUNDANCY**

- 7.1 The parties acknowledge that there will be no forced redundancy for employees with ongoing employment bound by this Agreement up to and including 30 September 2012.
- 7.2 SA Lotteries agrees to review the commitment made at subclause 7.1. In doing so, it will have regard to any South Australian Government policy on redundancy that applies to employees employed pursuant to the *Public Sector Act 2009*.
- 7.3 The current South Australian Public Sector Redeployment Policy and practices as set out in the Commissioner for Public Employment Commissioner's Standard 2 (or its successor) will be followed by SA Lotteries for the life of this Agreement.

## **8 OBJECTIVES AND COMMITMENTS**

- 8.1 The objectives of this Agreement are:
  - 8.1.1 to give effect to the negotiation process within SA Lotteries.
  - 8.1.2 to effect salary increases in accordance with the Agreement for salaried employees bound by this Agreement.
- 8.2 This Agreement recognises:
  - 8.2.1 That a number of initiatives have been, and will continue to be, introduced to improve efficiency and provide quality service to our players.
  - 8.2.2 Consultation in the development and implementation of SA Lotteries reform and change programs.
  - 8.2.3 That the parties to this Agreement agree to on-going development within SA Lotteries by recognising the need for organisational change by:
    - 8.2.3.1 achieving the Statement of Corporate Strategic Intent including the Mission, Values and Goals, together with

- strategies, the implementation of strategic initiatives and performance measures.
- 8.2.3.2 ensuring compliance requirements for SA Lotteries are met.
- 8.2.3.3 changing to meet the challenges of the future.
- 8.2.3.4 continually improving the way SA Lotteries carries out its activities in the short and medium term.
- 8.2.3.5 providing employees with the tools required to carry out their duties.
- 8.2.3.6 pursuing training and development to enable employees to enhance their skills.
- 8.2.3.7 further developing the use of cross-functional teams within SA Lotteries.
- 8.2.3.8 utilising technological improvement to ensure that corporate goals and strategies are met.
- 8.2.3.9 ensuring jobs are relevant to the achievement of SA Lotteries' goals.

## **9 VARIOUS ISSUES**

- 9.1 A strong commitment will be required by all employees to ensure changes as detailed in the Agreement are successfully implemented. The following strategies and associated initiatives will be pursued during the life of this Agreement:
  - 9.1.1 Grow revenue by enhancement of existing games and introduction of new games and initiatives:
    - 9.1.1.1 development and implementation of a Keno add-on game.
    - 9.1.1.2 progression of other new game initiatives with Australian and International lottery partners.
  - 9.1.2 Exceed customer expectations by providing an accessible and reliable service:
    - 9.1.2.1 implementation of SA Lotteries' Replacement Online Lotteries System.
    - 9.1.2.2 implementation of a Customer Relationship Management System.

- 9.1.3 Build community and stakeholder trust and support:
  - 9.1.3.1 compliance and accreditation with Information and Security Standard ISO/IEC AS/NZS 27001 and the World Lottery Association Security Control Standard to be sought and requirements of the SA Government Protective Security Management Framework to be fulfilled.
- 9.1.4 Adopt sound environmental practices:
  - 9.1.4.1 investigation of opportunities to reduce energy consumption and greenhouse emissions as well as the organisation's carbon footprint.
- 9.1.5 Ensure a high performance and ethical culture:
  - 9.1.5.1 continuation of investment in our people through training and development to meet the organisation's current and future skills requirements.
  - 9.1.5.2 on-going focus on performance management to ensure employees understand their roles and regular feedback and recognition is received.
  - 9.1.5.3 on-going reinforcement of ethics within SA Lotteries through education, ethics survey and induction and performance management processes.
- 9.1.6 Ensure sustainable growth opportunities are pursued:
  - 9.1.6.1 introduction of e-Distribution of SA Lotteries' games.
- 9.2 SA Lotteries may seek to implement strategies and initiatives other than those specifically identified in this Agreement.

## **10 SALARY AND WAGE ADJUSTMENTS**

- 10.1 These salary increases are subject to the Agreement being approved by the IRCSA.
- 10.2 This clause refers to salaries/rates of pay appearing in Schedule 1.
- 10.3 These rates will operate from each of:
  - 10.3.1 The first full pay period commencing on or after 1 October 2009.
  - 10.3.2 The first full pay period commencing on or after 1 October 2010.
  - 10.3.3 The first full pay period commencing on or after 1 October 2011.

## **11 ONE-OFF PAYMENT**

11.1 Subject to this clause, an employee (other than a casual employee) will be paid a “one-off payment” of \$600 as soon as practicable after approval of the Agreement by the IRCSA.

11.1.1 The “one-off payment” will:

11.1.1.1 Be adjusted on a pro-rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro-rata if part time) and the point in time to be used for determining a pro-rata amount will be the date of application to IRCSA; and

11.1.1.2 Not count for any other purpose whatsoever despite any other term of this Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or organisational practice, or otherwise; nor will it operate as a precedent for any future or other agreement.

11.1.2 A part time employee and/or contract employee who is employed in more than one capacity may receive more than the pro-rata payment provided that in no circumstances whatsoever will any part time and/or contract employee be entitled to be paid in aggregate more than a total of \$600.

11.1.3 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval of this Agreement by the IRCSA; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

## **12 COLLECTIVE BARGAINING - CONSULTATIVE PROCESS**

- 12.1 This Agreement between the parties reflects enhanced management/employee relationships. The Agreement has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to link organisational goals of SA Lotteries with outcomes, and encourage outcomes that are innovative in matching the organisation and staff needs.
- 12.2 It is accepted that consultation between the relevant parties is a vital element in the negotiation process. All parties should have an opportunity to put forward their points of view in the process.
- 12.3 The Single Bargaining Centre will be the forum for these negotiations to take place.
- 12.4 The various employee representatives within the Single Bargaining Centre have a responsibility to adequately consult with the people they represent and will meet on a regular basis to allow them to report back.
- 12.5 The parties to this Agreement acknowledge that issues of Government policy, service levels and resource allocation, fall outside the parameters of this Agreement and SA Lotteries undertakes wherever possible to keep employees informed of these issues.

## **13 CONSULTATIVE PROCESS**

- 13.1 The parties commit to the following consultative principles:
- 13.1.1 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.
- 13.1.2 Employers consult in good faith, not simply advise what will be done.
- 13.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 13.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 13.1.5 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.

## **14 GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES**

- 14.1 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 14.2 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.
- 14.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 14.4 All parties have a right to seek representation in order to resolve any dispute.
- 14.5 Any grievance or dispute 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 a management representative of SA Lotteries or nominated delegate.
  - Stage 3 Discussions may include representatives of Public Sector Workforce Relations of the Department of the Premier and Cabinet.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 If a dispute arising from any industrial matter, including a dispute arising under this agreement, is unable to be resolved at the work place and all steps for resolving the dispute as detailed above have been exhausted, the dispute shall be referred to the IRCSA.
- 14.10 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

14.11 For the purposes of this clause, “industrial dispute” or “industrial matter” has the same meaning as in the *Fair Work Act 1994*.

14.12 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

## **15 OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

15.1 Management and employees are committed to ensuring a safe and healthy working environment and will:

15.1.1 Provide a modern and pleasant working environment for employees.

15.1.2 Equip employees to competently carry out tasks and operate as an effective team member through training and development programs.

15.2 In establishing and maintaining a safe and healthy working environment, Management will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

## **16 EQUAL EMPLOYMENT OPPORTUNITY**

16.1 All parties are committed to fair and consistent treatment of employees and to the provision of equal employment opportunities to all employees.

## **17 EMPLOYMENT CONDITIONS**

17.1 Unless otherwise agreed by the parties, this Agreement will maintain the conditions as detailed in Schedule 2 - Other Terms and Conditions of Employment as they are for the life of this Agreement.

## **18 NO EXTRA CLAIMS**

18.1 This Agreement and its salary schedule will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).

18.2 The rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent)), including safety net adjustments, living wage adjustments or general increases, howsoever described.

18.3 Subject to this clause, the employees and associations undertake that for the term of this Agreement, they will not pursue any further or other claims within the parameters of this Agreement, except where consistent with State Wage Case principles.

## **19 NOT TO BE USED AS A PRECEDENT**

19.1 This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

**20 SIGNATORIES**

.....

Chief Executive

Lotteries Commission of South Australia

/ /2010

.....

Office of the Employee Ombudsman Representative

/ /2010

.....

Public Service Association Representative

/ /2010

**21 APPENDICES**

Schedule 1 – Wages

Schedule 2 - Other Terms & Conditions of Employment

# **SCHEDULE 1 - WAGES SCHEDULE**

Classification	Level	Salary p.a.	Salary p.a.	Salary p.a.	Salary p.a.
		Current	First full pay period on or after 1-Oct-09	First full pay period on or after 1-Oct-10	First full pay period on or after 1-Oct-11
<b>Administrative Services Stream</b>					
<b>AS01</b>	1st year of adult	34,324	35,182	36,062	36,964
	2nd year of adult	35,195	36,075	36,977	37,901
	3rd year of adult	36,149	37,053	37,979	38,928
	4th year of adult	37,022	37,948	38,897	39,869
	5th year of adult	37,894	38,841	39,812	40,807
	6th year of adult	38,845	39,816	40,811	41,831
<b>AS02</b>	1	41,303	42,336	43,394	44,479
	2	43,004	44,079	45,181	46,311
	3	44,705	45,823	46,969	48,143
<b>AS03</b>	1	48,102	49,305	50,538	51,801
	2	49,802	51,047	52,323	53,631
	3	51,504	52,792	54,112	55,465
<b>AS04</b>	1	54,974	56,348	57,757	59,201
	2	56,245	57,651	59,092	60,569
	3	57,514	58,952	60,426	61,937
<b>AS05</b>	1	61,309	62,842	64,413	66,023
	2	63,655	65,246	66,877	68,549
	3	66,168	67,822	69,518	71,256
	4	68,678	70,395	72,155	73,959
<b>AS06</b>	1	71,025	72,801	74,621	76,487
	2	73,202	75,032	76,908	78,831
	3	75,381	77,266	79,198	81,178
<b>AS07</b>	1	78,402	80,362	82,371	84,430
	2	80,687	82,704	84,772	86,891
	3	82,855	84,926	87,049	89,225
	4	85,105	87,233	89,414	91,649
<b>AS08</b>	1	88,355	90,564	92,828	95,149
	2	90,104	92,357	94,666	97,033
	3	91,856	94,152	96,506	98,919
<b>Manager Administrative Services</b>					
<b>MAS1</b>		77,058	78,894	80,959	82,983
<b>MAS2</b>		86,771	88,940	91,164	93,443
<b>MAS3</b>		93,525	95,863	98,260	100,717

**Technical Services**

**TGO 1**

1st year adult	39,287	40,269	41,276	42,308
2nd year adult	40,366	41,375	42,409	43,469
3rd year adult	41,693	42,735	43,803	44,898
4th year adult	43,035	44,111	45,214	46,344
5th year adult	44,381	45,491	46,628	47,794
6th year adult	45,722	46,865	48,037	49,238
7th year adult	47,083	48,260	49,467	50,704
8th year adult	48,613	49,828	51,074	52,351
9th year adult	49,973	51,222	52,503	53,816

**TGO 2**

1	53,962	55,311	56,694	58,111
2	55,736	57,129	58,557	60,021
3	57,514	58,952	60,426	61,937

**SCHEDULE 2 - OTHER TERMS & CONDITIONS OF  
EMPLOYMENT**

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## CLAUSE 2 – DEFINITIONS IN THIS SCHEDULE

Lotteries Commission of South Australia	means SA Lotteries.
Employee	means an employee bound by this Agreement.
Employer	means the Lotteries Commission of South Australia.
Classified Officer	means an officer who is classified ASO2 and above.
Chief Executive	means the Chief Executive of the Lotteries Commission of South Australia.
PS Act	means <i>Public Sector Act, 2009</i> as amended.

### **CLAUSE 3 – CLASSIFICATIONS, SALARIES & GENERAL CONDITIONS OF EMPLOYMENT**

- 3.1 The job title shall be descriptive of the work.
- 3.2 The job classification, salaries, salary limits and incremental steps afforded to employees shall be the same as those applying to the nearest equivalent position in the South Australian Public Sector.
- 3.3 Salaries as agreed from time to time between the parties shall be as set out in Schedule 1 of the Lotteries Commission of South Australia Enterprise Agreement 2010.
- 3.4 3.4.1 Where the salary for a position is subject to annual increments, such increments shall be paid automatically, subject to restrictions of the nature referred to in the Commissioner for Public Employment Commissioner's Standard 2 (or its successor).
- 3.4.2 The Chief Executive may grant accelerated advancement within an incremental scale.
- 3.5 Every person appointed to a position shall be notified in writing of the nature and duties of the appointment and the conditions of service.
- 3.6 SA Lotteries will pay a cashier's annual allowance from the date of this Agreement to any employee handling and accounting for cash in accordance with Commissioner for Public Employment Commissioner's Standard 3.2 (or its successor).

### **CLAUSE 4 – HIGHER DUTY ALLOWANCE**

- 4.1 An employee required by SA Lotteries to carry out the duties of a post of a higher classification than that of the employees normal post may, subject to SA Lotteries approval, be paid the same salary that is paid to the incumbent at the base rate.
- 4.2 An employee when eligible for higher duty allowances will be paid from the time at which he or she commenced such duties.
- 4.3 Higher duty allowances will not be paid for periods of less than one (1) day.

### **CLAUSE 5 – CONTRACT OF EMPLOYMENT**

- 5.1 Appointments made to established positions will normally be subject to a probationary period of three months. However, SA Lotteries may extend probation for a further period if required. At the expiration of such probationary periods appointments may be confirmed subject to termination below.
- 5.2 5.2.1 Classified Officers  
Employment shall be terminated by four (4) weeks' notice given on either side, given at any time during ordinary hours of duty or by payment or forfeiture of four (4) weeks' salary as the case may be.
- 5.2.2 All Other Officers  
Employment shall be terminated by two (2) weeks' notice given on either side, given at any time during ordinary hours of duty or by payment or forfeiture or two (2) weeks' salary as the case may be.
- 5.2.3 Subclauses 5.2.1 and 5.2.2 stands unless waived by mutual consent.
- 5.3 The employer may require employees to undergo a medical examination to determine their fitness to carry out their duties; such examination shall be made by a qualified medical practitioner acceptable to both parties and its cost shall be borne by the employer.

- 5.4 SA Lotteries may dismiss an employee on the grounds of misconduct or incompetence. Written notice of termination shall be accompanied by a statement of the reasons for termination if the employee so requests.
- 5.5 A dismissed employee shall have the right to appeal against the decision of the employer within 21 days.
- 5.6 SA Lotteries shall keep only one personal file for purposes of recording an employee's career record and experience and matters of discipline and promotion. Each employee shall be entitled to inspect his or her personal file upon request at any reasonable time during working hours.
- 5.7 Any employee who is the subject of a poor performance/misconduct report shall be given a copy of such a report forthwith and the opportunity to reply in writing to the contents of the report.

#### **CLAUSE 6 – PERFORMANCE MANAGEMENT**

- 6.1 Performance Management at SA Lotteries spans a one year period of performance assessment, though the individual is encouraged to place this period in a longer term context (developmental and career wise).
- 6.2 The system revolves around a 3-stage process during which, staff undergo Performance Planning, Performance Monitoring and Performance Review with their line manager. Employees obtain feedback and coaching throughout the year and are reviewed against mutually agreed plans at the conclusion of each financial year.
- 6.3 SA Lotteries' Performance Management system is based upon continual improvement, which includes ongoing monitoring and annual revision when staff have their performance management and development plans reviewed. This is enhanced with training and development designed to introduce and/or refresh the knowledge and skills of staff in relation to performance management.
- 6.4 Performance Management and Development Plans form a fundamental measure of how successfully SA Lotteries is recognising its outputs at the individual level.

#### **CLAUSE 7 – HOURS OF DUTY**

- 7.1 Day Workers
  - 7.1.1 Employees whose remuneration is expressed by an annual salary shall be required to work a 37.5 hour week from Monday to Friday inclusive, normally between the hours of 8.00am and 6.00pm, but a period for luncheon shall be taken daily at such times as the employer may approve and such period when so taken shall not be included in the ordinary hours of duty. A meal break shall normally be 45 minutes per day.
  - 7.1.2 Notwithstanding subclause 7.1.1 of this clause, hours of duty may be varied by agreement between the employee and employer on any day from Monday to Friday inclusive and outside of the normal working hours between 8.00am to 6.00pm.
  - 7.1.3 When an employee is on duty which terminates at an hour when the usual or reasonable means of transport to their residence are not available SA Lotteries shall provide suitable transport and bear the cost thereof.
- 7.2 Shift Workers
  - 7.2.1 The provisions of this subclause shall apply to employees in the computer operations area on shift work.

- 7.2.2 Employees in the computer operations area working on shift work and who were appointed to their current position prior to 10 August 1999, who are experiencing difficulties with the existing shift arrangements, should raise the matter in the first instance with the Manager - Computer Operations. Where the matter may affect the ability to undertake a permanent rostered shift, the matter should be referred to the Human Resources Manager to assist in its resolution.
- 7.2.3 The hours of shift workers shall be an average of 37.5 hours per week, averaged over a full shift cycle of 8 weeks, in periods of 12 hours per day over seven days, according to a roster. A break of 1.25 hours each day shall be taken. This break is not included in the paid hours of duty.
- 7.2.4 Where scheduled end of day processing completes before the end of a rostered shift, employees may, with the Shift Leader's approval, leave the premises without loss of remuneration for the shift worked.
- 7.2.5 Definitions
- 7.2.5.1 "Day Shift" means any shift starting at 6.00am and finishing at 6.00pm.
- 7.2.5.2 "Late Shift" means any shift starting at 6.00pm and finishing at 6.00am.
- 7.2.5.3 "Rostered Shift" means a shift of which the employee has had at least 48 hours notice.
- 7.2.6 Rosters
- 7.2.6.1 Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 7.2.6.2 The method of working shifts may in any case be varied by agreement between SA Lotteries and the accredited representative of the relevant employee association to suit the circumstances of SA Lotteries.
- 7.2.6.3 The time of commencing and finishing shifts once having been determined, may be varied by agreement between SA Lotteries and the accredited representative of the relevant employee association to suit the circumstances of SA Lotteries, or in the absence of agreement, by seven days notice of alteration given by SA Lotteries to the employees. Such alterations can only be instituted within the parameters set in subclause 7.2.3.
- 7.2.6.4 Computer Operations
- The shift roster will provide a minimum of 10 hours between shifts and a maximum of 50 hours on duty in any one week, within relevant OH&S guidelines.
- 7.2.7 Shift Allowances
- 7.2.7.1 A shift worker whilst working ordinary hours on a day or late shift shall be paid for such shift 15 percentum more than the employee's ordinary rate of pay.
- 7.2.7.2 Where a shift worker works their permanent ordinary hours on a day shift only, the allowance prescribed in subclause 7.2.7.1 will not apply.

- 7.2.7.3 A shift worker whilst working ordinary hours on a Saturday or Sunday shall be paid for such shift 50 percentum more than the employee's ordinary rate of pay.
  - 7.2.7.4 A shift worker whilst working ordinary hours on a Public Holiday shall be paid for such shift 150 percentum more than the employee's ordinary rate of pay.
  - 7.2.7.5 The shift allowances provided for in subclauses 7.2.7.1, 7.2.7.3 and 7.2.7.4 shall not be cumulative.
  - 7.2.7.6 That where shifts transcend more than one day, i.e. Friday into Saturday, Sunday into Monday, allowances will be paid in proportion to the amount of hours worked on each particular day.
- 7.2.8 Where the method of working shifts in the computer operations area does not meet the provisions prescribed in subclause 7.2, the parties shall, upon agreement, seek to vary the subclause to meet the changed circumstances.
- 7.2.9 If it becomes necessary to introduce shift work in an area, other than the computer operations area, the parties may apply to vary this agreement to cater for such shift work.

#### **CLAUSE 8 – PART-TIME EMPLOYMENT**

- 8.1 Employees may request permanent part-time employment of a regular and continuous nature which as well as involving base grade positions, may afford opportunities for career progression in appropriate occupational fields.
- 8.2 A part-time employee will be engaged for a minimum daily period of three hours unless otherwise agreed between SA Lotteries and the employee.
- 8.3 Conditions of service for part-time employees are to be applied as for full time employees, but on a pro-rata basis and in proportion to hours normally worked.
- 8.4 Employees occupying part-time positions shall be required to work for the number of hours specified in the letter of appointment. Any variation shall be mutually agreed between the parties.

#### **CLAUSE 9 – CASUAL EMPLOYMENT**

Employees engaged on a casual basis shall be subject to the terms and conditions of this agreement except as specified below.

- 9.1 The contract of employment shall be on an hourly basis with a minimum of three hours work on any one day unless otherwise expressly agreed between SA Lotteries and the employee.
- 9.2 Hours of work shall not be fixed or constant.
- 9.3 The hourly rate of pay shall be that appropriate to the classification of the work being performed plus an additional loading of twenty percentum (20%) in lieu of Annual Leave, Sick Leave and Public Holiday provisions. In the case of clerical officers a common rate of ASO1 2<sup>nd</sup> year adult service shall apply.
- 9.4 Notice of termination as specified in subclauses 5.2.1, 5.2.2 and 5.2.3 shall not be applicable.

## CLAUSE 10 – WORKLIFE FLEXIBILITY

### 10.1 Voluntary Flexible Working Arrangements

- 10.1.1 SA Lotteries will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of SA Lotteries and the employee's circumstances.

### 10.2 Paid Maternity Leave and Paid Adoption Leave

- 10.2.1 An employee who applied for and was granted maternity leave or adoption leave commencing on or after (INSERT THE DATE OF FORMAL ENDORSEMENT BY EMPLOYEES), will, in respect of the whole or part of leave occurring on or after this date, be entitled to the benefits provided by this clause as if this clause was in force at the time of taking such leave.
- 10.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable) is entitled to sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after (INSERT THE DATE OF FORMAL ENDORSEMENT BY EMPLOYEES) (the "applicable maximum period").
- 10.2.3 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the South Australian Public Sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks paid maternity or adoption leave (as applicable) on or after (TWELVE (12) MONTHS AFTER AGREEMENT APPROVED BY THE IRCSA) (the "applicable maximum period").
- 10.2.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- 10.2.4.1 The total of paid and unpaid maternity/adoption/parental/special leave (refer Commissioner's Standard 3.4 Attachment D (or its successor)) 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.
- 10.2.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 10.2.5 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 at which case, notwithstanding any other clause of this 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) above.

- 10.2.6 Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 10.2.7 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 incident 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 indicating that the illness has arisen from the pregnancy.
- 10.2.8 Where both prospective parents are employees covered by this Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of SA Lotteries.
- 10.2.9 The entitlement in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth's Paid Parental Leave scheme.
- 10.3 Return to work on a part-time basis
- 10.3.1 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 unless otherwise expressly agreed between SA Lotteries and the employee.
- 10.3.2 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 provide SA Lotteries 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 SA Lotteries 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 on a part time basis 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.

## **CLAUSE 11 – OVERTIME**

The following provisions for the payment of overtime or the granting of time off in lieu of overtime, shall apply:-

### 11.1 Time Counted as Overtime

#### 11.1.1 Day Workers

11.1.1.1 Time worked in excess of 7.5 hours on any day Monday to Friday inclusive provided that the overtime shall not be payable unless the total time worked in any such day is equivalent to 8 hours or more.

11.1.1.2 All time worked on Saturdays, Sundays and Public Holidays.

### 11.1.2 Shift Workers

- 11.1.2.1 If the Computer Operator is required to work additional shift(s) or part thereof, other than that defined in the shift roster.
- 11.1.2.2 If hardware/software problems require the Computer Operator to work past the end of a scheduled shift.
- 11.1.2.3 Where scheduled end of day processing exceeds the time normally allocated for said processing by the requirement to perform additional processing tasks.
- 11.1.2.4 Where a training and development course is scheduled on a designated day off, overtime will be paid for the duration of the course.

*Special Note:* If training is scheduled on a working day the operator will be paid the hours allocated by the shift roster at regular rates.

### 11.2 Overtime Rates

Employees who qualify for overtime payment in accordance with subclause 11.1 shall be paid on the following basis for overtime worked:-

- 11.2.1 On Monday to Friday inclusive – at the rate of time and a half for the first three (3) hours and double time thereafter.
- 11.2.2 On Saturday, Sunday or Public Holiday:
  - 11.2.2.1 If the whole of the overtime was worked on a Saturday before noon – at the rate of time and a half for the first three (3) hours and double time thereafter.
  - 11.2.2.2 If the overtime was worked both before and after noon on the same Saturday – for the time worked before noon at the rate of time and a half for the first three (3) hours and for all time worked thereafter at the rate of double time with a minimum payment of three (3) hours worked on that day.
  - 11.2.2.3 If the overtime was worked only after noon on a Saturday or at any time on a Sunday – at the rate of double time for all time worked with a minimum payment of three (3) hours' work.
  - 11.2.2.4 If the overtime was worked on a Public Holiday at the rate of double time and a half.

11.3 An employee recalled to work overtime after leaving his/her place of employment whether notified before or after leaving the premises shall be paid for a minimum of three (3) hours work in accordance with the above conditions provided that except in a case of unforeseen circumstances arising, the employee shall not be required to work the full three (3) hours if the work is completed within a shorter period.

11.4 In calculating overtime eligibility each day shall stand alone.

11.5 Any portion of a day during which an employee is permitted to be absent with pay shall be regarded as time worked for the purpose of this clause.

11.6 An interval for refreshment of not less than half an hour shall be taken by any employee who works for more than two (2) hours after normal finishing time on week days.

- 11.7 No employee shall work continuously for any period in excess of five (5) hours on any Saturday, Sunday or Public Holiday without a break of at least half an hour for refreshment.
- 11.8 Payment shall be made only for overtime worked by direction and approval of the appropriate senior manager who shall be satisfied as to the necessity for such overtime.
- 11.9 With the agreement of the employee concerned, the senior manager may require that time off be taken in lieu of payment for overtime worked and such time off shall be permitted within three (3) months of the working of the overtime. If the overtime is not availed of as time taken in lieu the appropriate payment will be made after (3) months of the accrual.
- 11.10 In respect of the overtime provisions, meal allowances shall be the same as those prevailing in the South Australian Public Sector, as prescribed in the SA Public Sector Salaried Employees Interim Award.
- 11.11 Employees whose salary exceeds an amount declared from time to time by the Commissioner for Public Employment Commissioner's Standard 3.3 (or its successor), shall not be eligible for the payment of overtime.
- 11.12 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in subclause 11.2, is an employee's normal rate for overtime purposes except where such rate exceeds the maximum salary of the ASO-6 classification prescribed in the relevant schedule of the current Enterprise Agreement. In this situation, where an employee's rate of pay exceeds the maximum salary of ASO-6 (but less than executive or equivalent) overtime is to be calculated at the rate of the maximum salary increment of ASO-6.

#### **CLAUSE 12 – LIMIT ON PUBLIC HOLIDAY WORK**

- 12.1 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.

#### **CLAUSE 13 – ONCALL/RECALL**

##### **13.1 On-Call Allowances**

- 13.1.1 Employees who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:

- (a) \$25.70 from the first full pay period to commence on or after 1 October, 2009
- (b) \$26.30 from the first full pay period to commence on or after 1 October, 2010
- (c) \$27.00 from the first full pay period to commence on or after 1 October, 2011

- 13.1.2 Employees 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) \$44.95 from the first full pay period to commence on or after 1 October, 2009
- (b) \$46.10 from the first full pay period to commence on or after 1 October, 2010
- (c) \$47.20 from the first full pay period to commence on or after 1 October, 2011

##### **13.2 On-Call Conditions**

- 13.2.1 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to it.

- 13.2.2 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.
- 13.2.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 13.2.4 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).
- 13.2.5 Existing telephone rental and business calls reimbursement provisions contained in the relevant award, Commissioner's Standards (or its successor) and other manuals of conditions of employment, etc. covering employees are not affected by these provisions and will continue to apply.

### 13.3 Recall to Work

- 13.3.1 Subject to subclause 13.3.3 below, employees, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.

However, an employee recalled to work within 3 hours of starting work on a previous recall is not entitled to any additional payment for the time worked within the period of 3 hours from the time of commencement of the previous call.

- 13.3.2 Subject to subclause 13.3.3 below, employees, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 13.3.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in subclauses 13.3.1 and 13.3.2, is an employee's normal rate for overtime purposes except where such rate exceeds the maximum salary of the ASO-6 classification level prescribed in the relevant schedule of the current Enterprise Agreement. In this situation, where an employee's rate of pay exceeds the maximum salary of ASO-6 (but less than executive level or equivalent), overtime is to be calculated at the rate of the maximum salary increment of ASO-6.
- 13.3.4 Despite the provisions of subclause 13.3.3, special arrangements may be determined in consultation with the Department of the Premier and Cabinet's Public Sector Workforce Relations where the particular circumstances of any case require a different approach. Where such special arrangements are inconsistent with any of the provisions of this clause, they will prevail over the provisions of this clause to the extent of that inconsistency.

- 13.3.5 All employees who travel to work as a result of receiving a recall to work will be:

- 13.3.5.1 reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees)(provided that no employee will be required to use a private vehicle for work purposes); or
- 13.3.5.2 permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- 13.3.5.3 permitted to use a Government plated vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

## **CLAUSE 14 – SALARY PACKAGING ARRANGEMENTS**

- 14.1 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.
- 14.1.1 The salary payable to an employee, or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 14.1.2 Any entitlement to payment of overtime, leave loading, shift allowance and superannuation will be based on the salary that would have been payable had the employee not entered into a SSA.
- 14.1.3 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, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

## **CLAUSE 15 – ALLOWANCES**

- 15.1 Except as otherwise specified in this Agreement, all allowances payable to employees employed under the *Public Sector Act 2009* shall be payable to employees of SA Lotteries on the same terms and conditions as applied to employees employed under the *Public Sector Act 2009*.

## **CLAUSE 16 – MOTOR VEHICLE ALLOWANCES**

- 16.1 Employees who, with the permission of the employer, use their own vehicle on employer's business shall be entitled to the payment of an allowance in accordance with the SA Public Sector Salaried Employees Interim Award, Part 8, Clause 8.7.

## **CLAUSE 17 – TRAVELLING EXPENSES**

- 17.1 Employees are entitled to reimbursement of actual travelling, accommodation and meal expenses at not less than the current Public Sector rates as determined by the SA Public Sector Salaried Employees Interim Award, Part 8, Clause 8.2, when engaged on business previously approved by the employer or its delegates.

## **CLAUSE 18 – TRAVELLING TIME**

- 18.1 Employees who are required to travel on official duties outside of their normal working hours and away from their normal headquarters may be granted time off in lieu of time spent on such travel subject to the same conditions as apply in the Public Sector as determined in the SA Public Sector Salaried Employees Interim Award, Part 8, Clause 8.1. However, those employees whose salaries exceed the salary declared by the Commissioner for Public Employment Commissioner's Standard 3.2 (or its successor) shall not be eligible for time off in lieu of travel in accordance with this provision.

## **CLAUSE 19 – RECREATION LEAVE**

- 19.1 All employees subject to this Agreement shall be granted and take recreation leave in accordance with the Commissioner for Public Employment Commissioner's Standard 3 (or its successor). Payment for leave and recreation leave loading shall be made in accordance with the Commissioner for Public Employment Commissioner's Standard 3.4 (or its successor).

- 19.2 In addition to subclause 19.1 above, all employees regularly rostered to work on Saturdays, Sundays and Public Holidays shall receive the equivalent of 25 days at 7.5 hours per day recreation leave per annum.
- 19.3 All employees regularly rostered to work ordinary hours over 7 days and who are regularly rostered to work on Saturdays, Sundays and Public Holidays shall receive a recreation leave loading of 20% or the allowances they would have received had they worked the period of leave, whichever is the higher.
- 19.4 Any person working a part of a year regularly rostered to work on Saturdays, Sundays and Public Holidays shall receive proportionate entitlements as prescribed in subclauses 19.2 and 19.3 above.

#### **CLAUSE 20 – SICK LEAVE**

20.1 All employees other than those employed on a casual basis shall be granted sick leave in accordance with the Commissioner for Public Employment Commissioner's Standard 3.4 (or its successor).

20.2 The following conditions will also apply:

A medical certificate from a registered medical practitioner may be required when an employee:

- (a) has taken more than four (4) days of sick leave without a certificate in a sick year (or pro rata for those who work other than one hundred and fifty (150) hours in a four (4) week cycle), or
- (b) is absent for more than two (2) consecutive working days, or
- (c) is absent due to sickness and has no entitlement to sick leave or workers compensation, or
- (d) is absent due to sickness during industrial action involving a work stoppage.

If an employee wishes to resume work before expiration of the medical certificate, another certificate will be required from the doctor, stating that they are fit to resume duty.

#### **CLAUSE 21 – FAMILY CARERS' LEAVE**

21.1 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.

21.2 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need 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.

21.3 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.

21.4 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.

## **CLAUSE 22 – PUBLIC HOLIDAYS**

- 22.1 All employees other than those employed on a casual basis shall be granted, on full pay, public holidays and days gazetted as such by the State Government of South Australia.

## **CLAUSE 23 – LONG SERVICE LEAVE**

- 23.1 Conditions governing Long Service Leave shall be those contained in Sections 10, 12, 13 and 14 of the Long Service Leave Act, and in Schedule 1 of the Public Sector Act 2009.

## **CLAUSE 24 – SPECIAL LEAVE WITHOUT PAY**

- 24.1 Leave without pay (including parental leave) may be granted by SA Lotteries. In considering an application for special leave without pay, SA Lotteries shall have regard to the guidelines set out in the Commissioner for Public Employment Commissioner's Standard 3.4. If the period of special leave without pay is in excess of one (1) calendar month per year, it is not counted as service in the determination of long service leave, recreation leave, sick leave and incremental entitlement data.

## **CLAUSE 25 – SPECIAL LEAVE WITH PAY**

- 25.1 SA Lotteries may grant up to three (3) weeks special leave with pay in any one year in excess of the period without pay, for reasons deemed appropriate by SA Lotteries.

- 25.2 Special leave with pay for urgent pressing necessity not exceeding a total of three (3) days per annum may be granted by the Chief Executive in circumstances of pressing necessity including bereavement reasons.

"Pressing necessity" may be defined as a circumstance where an officer is called upon personally to do some act either in performance of a duty or in the protection of a right or necessity which cannot reasonably be done outside of office hours.

- 25.3 Where the Chief Executive grants this leave under powers delegated by SA Lotteries, the Chief Executive must be satisfied (by calling for proof if necessary) that the circumstances do constitute pressing necessity. Application for special leave with pay in excess of three (3) days must be referred to the Chief Executive.

- 25.4 Where in the opinion of the Chief Executive a bona fide case of pressing necessity justifies special leave being taken immediately before or after recreation leave, they may approve such leave to the extent outlined above.

- 25.5 Special leave with and without pay other than as referred to above shall be granted by SA Lotteries in accordance with the Commissioner for Public Employment Commissioner's Standard 3.4 (or its successor).

## **CLAUSE 26 – STUDY ASSISTANCE AND LEAVE**

- 26.1 Study assistance and leave for study purposes shall be available to employees of SA Lotteries on the same basis as applies in the South Australian Public Sector and on the conditions as set out in the Commissioner for Public Employment Commissioner's Standard 3.4 (or its successor).

## **CLAUSE 27 – TRADE UNION TRAINING LEAVE**

- 27.1 Employees who are members of an employee association are eligible for nomination to attend trade union training courses organised, run or approved by the Australian Council for Union Training, the Workers Educational Association of South Australia Inc., SA Unions or Industrial Training Services.

27.2 All nominations for attendance on courses must be made by the recognised organisation of which the employee is a member.

27.3 Approval is subject to:

27.3.1 A certificate of eligibility signed by the Secretary of the recognised organisation or a person nominated by the Secretary.

27.3.2 A proviso that the employee can be spared from the employer. In deciding approvals, the work of the employer must be a priority and the privilege may be withdrawn at any time it is considered necessary.

27.4 Special leave with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two calendar years. Special leave with pay in excess of this entitlement may be granted in special circumstances at the discretion of the employer but in no case shall the amount exceed 20 working days during two years. All other costs related to attendance at a course will be the responsibility of the nominating responsible organisation.

27.5 Special leave with pay for part time employees eligible to attend courses may be granted in accordance with the following table:

HOURS WORKED PER WEEK	DAYS THAT MAY BE GRANTED PER TWO CALENDAR YEARS	DAYS THAT MAY BE GRANTED WITH EMPLOYER APPROVAL AS EXPLAINED IN (4) ABOVE
15 – 20	3	6
21 – 25	4	8
26 – 30	6	12
31 – 35	8	16
36 – 40	10	20

27.6 The employer must maintain adequate records of special leave with pay showing the extent of each authorised absence and attendances should be verified.

#### **CLAUSE 28 – JOB REPRESENTATIVES**

28.1 The employer acknowledges and accepts the authority and duties of an employee association's elected representatives as contained in its Constitution, Rules and/or By-laws, in accordance with the detail and procedures contained in the Commissioner for Public Employment Commissioner's Standard 3 (or its successor).

#### **CLAUSE 29 – RIGHT OF ENTRY OF UNION OFFICIALS**

29.1 An official of an association of employees may enter an employer's premises at which one or more members of the association are employed and:

(a) inspect time books and wage records, at the premises; and

(b) inspect the work carried out by employees who are members of the association and note the conditions under which the work is carried out; and

- (c) if specific complaints of non-compliance with the Award or Agreement have been made – interview employees who are members of the association about the complaints.
- 29.2 Before an official exercises powers under subclause 29.1, the official must give reasonable notice to the employer and comply with any other requirements imposed by the award or Agreement.
- 29.3 A person exercising powers under this section must not:
  - (a) harass an employer or employee; or
  - (b) hinder or obstruct an employee in carrying out a duty of employment.

### **CLAUSE 30 – DEDUCTIONS**

- 30.1 The employer may make such deductions from salaries as are at present authorised in writing by the employee and such other deductions as may be agreed between the parties.

### **CLAUSE 31 – REDUNDANCY NOTIFICATION PROVISIONS**

- 31.1 Where it appears to the employer that a situation of redundancy is likely to occur affecting employees, the employer shall advise the employees to this effect and provide all relevant details and arrange discussions with officers of the relevant employee association.
- 31.2 Details of potential redundancy shall include:
  - 31.2.1 Circumstances and background which have caused potential redundancy.
  - 31.2.2 Numbers and classifications of possible excess employees.
  - 31.2.3 Potential relocation within the employer's own organisation or associated organisations.
- 31.3 Where it appears to the employer that a situation of redundancy is likely to occur affecting employees, six months written notice shall be given to the employees and the incumbent(s) of the position(s) concerned before the conditions and/or employment of any employee shall be changed.

### **CLAUSE 32 – RECLASSIFICATION PROCEDURES**

- 32.1 Any employee may apply for reclassification. Applications should be in writing to the employer stating reasons in support of the application.
- 32.2 The employer shall give a written reply to the applicant within two months from the date of application.
- 32.3 An employee whose application for reclassification is refused shall have the right of appeal to the Grievance Appeals Committee.
- 32.4 Grievance Appeals Committee:
  - (a) The Grievance Appeals Committee shall consist of a Chairperson who is acceptable to both the Union and SA Lotteries and two other members, one of who shall be nominated by SA Lotteries and the other by the Union.
  - (b) SA Lotteries shall arrange for the Grievance Appeals Committee to meet and consider the appeal/grievance within 28 days of Notice of Appeal.
  - (c) The Committee shall give the employee the opportunity to appear before it and to be accompanied/represented by an official of their Union.
  - (d) SA Lotteries shall also be represented at such hearing.

- (e) Having carried out its investigations the Committee shall notify its findings and make recommendations as appropriate (on a decision of a majority of its members) to resolve the grievance or problem to the Chief Executive. Similar notification shall be sent to the employee. Such notification shall be made within 21 days of hearing the matter.
- (f) The decision of the Chief Executive, which results from that recommendation, will be final.

### **CLAUSE 33 – TRANSFER OF SERVICE CREDITS**

- 33.1 Employees who were previously employed in the South Australian Public Sector or in the Public Service of the Commonwealth or in the Public Service of another State or Territory of the Commonwealth or by the State otherwise than as an officer of the Public Sector or by organisations specified by proclamation in accordance with the *Public Sector Act 2009* as amended and whose service has been continuous, are entitled to have their service and accrued Long Service and Sick Leave determined on the basis that their previous employment is service to SA Lotteries.
- 33.2 Employees previously employed by an organisation referred to in subclause 33.1 above shall not be required to break their service before commencing duty. Periods of leave for which employees have been paid the monetary equivalent will not be taken into account in determining whether or not their service has been continuous. Time taken to travel to take up an appointment shall not normally be regarded as breaking service.

### **CLAUSE 34 – ROSTERED COMPUTER EMPLOYEES**

This clause prescribes specific conditions for Rostered Computer Employees.

SA Lotteries:

- 34.1 will provide and pay for taxis for employees who do not have reasonable access to public transport to work to commence a shift or at the end of a shift returning home,
- or
- 34.2 alternatively, provide secure parking for employees' cars.
- 34.3 will give special consideration to the requirements of employees on 7 day rosters namely, the taking and timing of recreation leave.