

STATE GOVERNOR'S ESTABLISHMENT ENTERPRISE AGREEMENT 2010

File No. 05667 of 2010

This Agreement shall come into force on and from 16 December 2010 and have a life extending until 30 September 2012.

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



DATED 16 DECEMBER 2010.

A handwritten signature in black ink, appearing to be "S. Long", is written over a horizontal line.

COMMISSION MEMBER



STATE GOVERNOR'S ESTABLISHMENT ENTERPRISE AGREEMENT 2010



**Government
of South Australia**

Department of the Premier and Cabinet
Public Sector Workforce Relations
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State Governor's Establishment
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TABLE OF CONTENTS

1.	ENTERPRISE AGREEMENT	1
2.	OBJECTS AND COMMITMENTS	1
3.	INTERPRETATION.....	1
4.	PARTIES BOUND	2
5.	NO RETRENCHMENT.....	3
6.	REDEPLOYMENT	3
7.	SALARY AND WAGE ADJUSTMENTS.....	3
8.	SALARIED EMPLOYEES - ONE-OFF PAYMENT (EXCLUDING CASUAL EMPLOYEES).....	4
9.	SALARY PACKAGING ARRANGEMENTS.....	4
10.	WORKLIFE FLEXIBILITY	5
	Family Carer's Leave	5
	Paid Maternity Leave	5
	Return to work on a Part Time Basis	6
	Reimbursement of Reasonable Child Care Costs	6
	Reimbursement of Reasonable Travel Costs	7
11.	MINIMUM HOURS OF ENGAGEMENT	7
12.	VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS	7
13.	AGENDA.....	8
	General8	
	Occupational Health, Safety and Injury Management	8
	Access to Training.....	8
	Career Path.....	9
14.	NO EXTRA CLAIMS.....	9
15.	CONSULTATIVE PROCESS.....	9
16.	GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES.....	9
17.	RENEGOTIATION	10
18.	SIGNATORIES	10
19.	APPENDIX 1A: SALARY SCHEDULES	11
	Government House Administrative Services Stream.....	11
	Government House Operational Services Stream.....	12
20.	APPENDIX 1B: WAGES SCHEDULE.....	13
	Government House Weekly Paid Employees.....	13
21.	APPENDIX 2: GOVERNMENT HOUSE WEEKLY PAID EMPLOYEES CONDITIONS OF EMPLOYMENT	14

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 State Governor's Establishment Enterprise Agreement 2010.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 The term of this Enterprise Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia until 30 September 2012.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy and resource allocation fall outside the parameters of this Enterprise Agreement. Government House undertakes, wherever possible, to keep employees informed of these issues.

2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are:
 - 2.1.1 To provide wage increases in accordance with this Enterprise Agreement for salaried and weekly paid employees bound by this Agreement;
 - 2.1.2 For this Enterprise Agreement to supersede the State Governor's Establishment Enterprise Agreement 2007 from the expiration of the term of such agreement.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
 - 2.2.1 The continued evolution of Government House as a dynamic and responsive entity;
 - 2.2.2 The recognition that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the service and provide quality services;
 - 2.2.3 Consultation in the development and implementation of Government House based reform and change programs; and
 - 2.2.4 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 Fair Work Act 1994
"approval"	Means approval by the Industrial Relations Commission of South Australia;
"association"	Means an association party to this Enterprise Agreement;
"CE, DPC"	Means the Chief Executive, Department of the Premier and Cabinet
"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, 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;
"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;

"party"	Means the persons, entities and associations referred to in clause 4;
"SBC"	Means a peak forum for Enterprise Bargaining discussions, consultation and negotiation comprising of management representatives, nominated employee representatives and representatives from the relevant Employee Associations.
"this Enterprise Agreement"	Means the State Governor's Establishment Enterprise Agreement 2010.
"wage rate"	Means the periodic wage or salary payable to an employee, and a reference to payment of salary includes a reference to payment of salary on a fortnightly basis.

3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:

- 3.2.1 South Australian Government Services Award;
- 3.2.2 Chauffeurs (Ministerial) Public Service Award;
- 3.2.3 South Australian Public Sector Salaried Employees Interim Award;
- 3.2.4 Government House Weekly Paid Employees – Conditions of Employment (copy attached);
- 3.2.5 Conditions of Employment Manual for Weekly Paid Employees; and
- 3.2.6 Part Seven of the Public Sector Act.

3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement referred to in the preceding sub-clause to the extent of any inconsistency.

3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.

3.5 The Appendices form part of this Enterprise Agreement.

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 employees employed by the Governor of South Australia;
- 4.1.2 Liquor, Hospitality and Miscellaneous Union – SA Branch;
- 4.1.3 Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Inc.

4.2 This Enterprise Agreement is binding on all Government House employees, excluding persons appointed, employed, or holding a position:

- 4.2.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the Public Sector Act 2009 or not;
- 4.2.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1;
- 4.2.3 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;
- 4.2.4 As Trainees employed by the CE, DPC, under the National Training Wage Award or relevant South Australian Public Sector Award Training Wage Arrangements, or under a particular scheme which specifies the rate/s of pay applicable to trainees under the scheme.

5. NO RETRENCHMENT

- 5.1 The parties acknowledge that, for the life of the Agreement, there will be no forced retrenchment of employees with the right to ongoing employment bound by this Enterprise Agreement. Where improved services and efficiencies are obtained which result in staff becoming surplus to requirements, Government House will provide those employees with access to redeployment opportunities in accordance with Government policy and procedures in existence at the time.

6. REDEPLOYMENT

- 6.1 The parties agree to abide by Commissioner's Standard No. 2 – 'Quality Staffing' - issued by the Commissioner for Public Employment and as amended from time to time.
- 6.2 In particular, the parties note and agree to the following:
- 6.2.1 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, Government House (or its redeployment case manager) 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.
- 6.2.2 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 (which may be external to Government House) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Standard No. 2). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and Government House (or its redeployment case manager) in order to resolve the issue.
- 6.3 An excess employee will:
- a) with assistance and support, prepare, maintain and provide in a timely manner an up to date resume to Government House's redeployment case manager or other designated person;
 - b) attend interviews as requested and participate in them in a positive and constructive manner;
 - c) actively co-operate in Government House's (or its redeployment case manager's) efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
 - d) comply with any reasonable request/direction from Government House's redeployment case manager or other designated person (however designated); and
 - e) comply with all attendance requirements.

7. SALARY AND WAGE ADJUSTMENTS

- 7.1 This clause refers to the wage and salary schedules appearing in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule.
- 7.2 Except as provided by this clause, the salaries and wages payable to employees are those detailed in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule, which

provide for salaries and wages which will operate from the first pay period commencing on or after 1 October 2009, 1 October 2010 and 1 October 2011 respectively.

- 7.3 The salary increases detailed in Appendix 1A are based on a 2.5% annual percentage increase.
- 7.4 The wage increases detailed in Appendix 1B are based on annual increases of \$25 per week.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 The wage or salary payable to an employee as at the applicable date shall not reduce by reason of a wage or salary schedule in this Enterprise Agreement.

8. SALARIED EMPLOYEES - ONE-OFF PAYMENT (EXCLUDING CASUAL EMPLOYEES)

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

9. SALARY PACKAGING ARRANGEMENTS

- 9.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee, which enables salary packaging arrangements to be put in place.
 - 9.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise

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

- 9.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 9.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another Government Public Service employer in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

10. WORKLIFE FLEXIBILITY

Family Carer's Leave

- 10.1 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.
 - 10.1.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.
 - 10.1.2 This access is available if the following conditions are satisfied:
 - a) The employee must have responsibility for the care of the family member concerned; and
 - b) The employee produces satisfactory evidence of sickness of the family member, if requested.
- 10.2 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.

Paid Maternity Leave

- 10.3 Paid maternity and adoption leave applies in accordance with this clause.
 - 10.3.1 Subject to this clause, an 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 17 November 2010 (the "applicable maximum period").
 - 10.3.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave) will be entitled to eighteen (18) weeks on or after 12 months after 17 November 2010 (the "applicable maximum period").
- 10.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
 - 10.4.1 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 purpose of this clause, child includes children of a multiple birth/adoption.

- 10.4.2 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.
- 10.5 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 portions 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 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) To take a combination of (a) and (b).
- 10.5.2 Part-time employees will have the same entitlements as full time employees, but be 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).
- 10.5.3 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 10.5.4 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 the agency.
- 10.5.5 The entitlements in this clause operate notwithstanding the *Paid Parental Leave Act 2010 (Cth)*.

Return to work on a Part Time Basis

- 10.6 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.
- 10.7 The following conditions apply to an employee applying to return on a part time basis:
- 10.7.1 The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the employer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
 - 10.7.2 At least 6 weeks prior to the relevant child's second birthday, the employee will advise the employer whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.
 - 10.7.3 An employee's return to work on 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.

Reimbursement of Reasonable Child Care Costs

- 10.8 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

- 10.8.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 10.8.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 10.8.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 10.8.4 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.
- 10.8.5 The employee will provide the employer with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 10.8.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

Reimbursement of Reasonable Travel Costs

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

11. MINIMUM HOURS OF ENGAGEMENT

- 11.1 A casual employee will be engaged for a minimum period of three hours, unless otherwise expressly agreed between the employer and the employee.
- 11.2 A part-time employee will be engaged for a minimum period of three hours, unless otherwise expressly agreed between the employer and the employee.

12. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 12.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements to balance work and other (including family) commitments.
 - 12.1.1 The employer will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of the workplace and the employee's circumstances.
 - 12.1.2 This clause applies for the period an employee participates in a VFWA.
 - a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a 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, 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.

13. AGENDA

General

- 13.1 The parties recognise the need for productivity improvement within Government House, which will be generated by a range of initiatives aimed at achieving best practice and efficiencies in the delivery of services and improving administrative systems.
- 13.2 The parties will collaborate on achieving energy and water savings.
- 13.3 The parties acknowledge that during the life of the Agreement there will be a review of, and possible changes to staffing to accommodate the needs of an incoming Governor expected in 2012. Such a review will follow consultative guidelines provided for by this Agreement (refer Clause 15).

Occupational Health, Safety and Injury Management

- 13.4 The management and staff of Government House are committed to supporting and engendering a safety culture that promotes the adoption of safe work practices. The management and staff will continue to work towards implementing an OHS&IM system to progressively meet the requirements of the WorkCover Self Insurers Performance Standards. The key areas of the systems to be addressed are:
 - a) Maintain and review the OHS&IM Policies and supporting procedures, covering the relevant components of the Standard.
 - b) Develop and implement a 'Fitness for Work' policy.
 - c) Continue to undertake hazard management assessments, and develop control measures as required.
 - d) Provide OHS&IM training for all staff as identified by the Government House OHS&IM Committee and through the performance management processes.
- 13.5 The management and staff of Government House agree to implement the guidelines developed by the Commissioner for Public Employment in relation to the elimination of workplace harassment and bullying.

Access to Training

- 13.6 The management and staff of Government House are committed to and acknowledge the mutual benefit of planned human resource development and the provision and participation in relevant development opportunities (including accredited training). During the life of the Agreement, management representatives will meet with staff to discuss development needs and opportunities (such as formal training, industry visits and cross skilling) which will enhance their ability to undertake their work.

- 13.7 As a result of these discussions, individual or group training and development plans will be established, and implemented in accordance with the needs and at the convenience of Government House.

Career Path

- 13.8 Should any vacant positions arise within the scope of this Agreement, consideration will be given to the suitability of current staff to fill the position on a temporary or permanent basis. Vacancies will be filled in accordance with the principles set out in Part 7 of the Public Sector Act.

14. NO EXTRA CLAIMS

- 14.1 This Enterprise Agreement and its wage and salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of the State Governor's Enterprise Agreement.
- 14.2 The parties undertake that for the period until the current State Governor's Establishment Enterprise Agreement is superseded by this Enterprise Agreement, neither jointly nor severally will any of them make any application to the Commission, nor demand upon any other party in respect of any matter dealt with, or arising out of, the State Governor's Establishment Enterprise Agreement.
- 14.3 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 Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 14.4 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.

15. CONSULTATIVE PROCESS

- 15.1 For the purpose of this agreement the definition of consultation involves the informed discussion between Government House, its employees and their representatives, the aim of which is to identify all information and opinions to be considered prior to Government House making a decision on workplace change or other issues, which are likely to have a significant effect on employees.
- 15.2 The parties to this Agreement agree that the Single Bargaining Centre (SBC) is the peak forum for Enterprise Bargaining discussions, consultation and negotiation for Government House.
- 15.3 To facilitate the processes of consultation, the parties agree to establish working parties and/or consultation committees as required.

16. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 16.1 This procedure aims to avoid industrial disputes in Government House. 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.
- 16.2 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.
- 16.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 16.4 All parties have a right to seek representation in order to resolve any dispute.
- 16.5 Any grievance or dispute will be handled as follows:

- 16.5.1 Stage 1 Discussions between the employee/s and supervisor.

- 16.5.2 Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant management representative or nominated delegate.
- 16.5.3 Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant management representative or nominated delegate. At this stage, discussions may include representatives of the CE DPC (from Public Sector Workforce Relations) and/or Department of the Premier and Cabinet (from the Human Resources Section).
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

17. RENEGOTIATION

- 17.1 The parties agree to commence negotiation of a new Agreement no later than three months earlier to the termination date of this Agreement.

18. SIGNATORIES

...../...../.....
Chief Executive, Department of the Premier and Cabinet
Per:
Elbert Brooks
Executive Director, Public Sector Workforce Relations

...../...../.....
The Public Service Association of SA Inc
General Secretary - Ms Jan McMahon

...../...../.....
The Liquor Hospitality and Miscellaneous Union – SA Branch
Branch Secretary Mr David DiTroia

19. APPENDIX 1A: SALARY SCHEDULES**Government House Administrative Services Stream**

Classification	Step	Current	First full pay period on or after 1/10/09	First full pay period on or after 1/10/10	First full pay period on or after 1/10/11
ASO-1	17 years & under	\$ 21,281.00	\$ 21,813.00	\$ 22,358.00	\$ 2,2,918.00
	18 years	\$ 24,713.00	\$ 25,331.00	\$ 25,965.00	\$ 26,614.00
	19 years	\$ 28,146.00	\$ 28,849.00	\$ 29,571.00	\$ 30,310.00
	20 years	\$ 31,578.00	\$ 32,367.00	\$ 33,177.00	\$ 34,006.00
	1st year adult	\$ 34,324.00	\$ 35,182.00	\$ 36,062.00	\$ 36,964.00
	2nd year adult	\$ 35,195.00	\$ 36,075.00	\$ 36,977.00	\$ 37,901.00
	3rd year adult	\$ 36,149.00	\$ 37,053.00	\$ 37,979.00	\$ 38,928.00
	4th year adult	\$ 37,022.00	\$ 37,948.00	\$ 38,897.00	\$ 39,869.00
	5th year adult	\$ 37,894.00	\$ 38,841.00	\$ 39,812.00	\$ 40,807.00
	6th year adult	\$ 38,845.00	\$ 39,816.00	\$ 40,811.00	\$ 41,831.00
ASO-2	1	\$ 41,303.00	\$ 42,336.00	\$ 43,394.00	\$ 44,479.00
	2	\$ 43,004.00	\$ 44,079.00	\$ 45,181.00	\$ 46,311.00
	3	\$ 44,705.00	\$ 45,823.00	\$ 46,969.00	\$ 48,143.00
ASO-3	1	\$ 48,102.00	\$ 49,305.00	\$ 50,538.00	\$ 51,801.00
	2	\$ 49,802.00	\$ 51,047.00	\$ 52,323.00	\$ 53,631.00
	3	\$ 51,504.00	\$ 52,792.00	\$ 54,112.00	\$ 55,465.00
ASO-4	1	\$ 54,974.00	\$ 56,348.00	\$ 57,757.00	\$ 59,201.00
	2	\$ 56,245.00	\$ 57,651.00	\$ 59,092.00	\$ 60,569.00
	3	\$ 57,514.00	\$ 58,952.00	\$ 60,426.00	\$ 61,937.00
ASO-5	1	\$ 61,309.00	\$ 62,842.00	\$ 64,413.00	\$ 66,023.00
	2	\$ 63,655.00	\$ 65,246.00	\$ 66,877.00	\$ 68,549.00
	3	\$ 66,168.00	\$ 67,822.00	\$ 69,518.00	\$ 71,256.00
	4	\$ 68,678.00	\$ 70,395.00	\$ 72,155.00	\$ 73,959.00
ASO-6	1	\$ 71,025.00	\$ 72,801.00	\$ 74,621.00	\$ 76,487.00
	2	\$ 73,202.00	\$ 75,032.00	\$ 76,908.00	\$ 78,831.00
	3	\$ 75,381.00	\$ 77,266.00	\$ 79,198.00	\$ 81,178.00

ASO-7	1	\$ 78,402.00	\$ 80,362.00	\$ 82,371.00	\$ 84,430.00
	2	\$ 80,687.00	\$ 82,704.00	\$ 84,772.00	\$ 86,891.00
	3	\$ 82,855.00	\$ 84,926.00	\$ 87,049.00	\$ 89,225.00
	4	\$ 85,105.00	\$ 87,233.00	\$ 89,414.00	\$ 91,649.00
ASO-8	1	\$ 88,355.00	\$ 90,564.00	\$ 92,828.00	\$ 95,149.00
	2	\$ 90,104.00	\$ 92,357.00	\$ 94,666.00	\$ 97,032.00
	3	\$ 91,856.00	\$ 94,152.00	\$ 96,506.00	\$ 98,919.00
Manager Administrative Services					
MAS 1	1	\$ 77,058.00	\$ 78,984.00	\$ 80,959.00	\$ 82,983.00
MAS 2	1	\$ 86,771.00	\$ 88,940.00	\$ 91,164.00	\$ 93,443.00
MAS 3	1	\$ 93,525.00	\$ 95,863.00	\$ 98,260.00	\$ 100,717.00

Government House Operational Services Stream

Title	Class Code	Step	Current	First full pay period on or after 1/10/09	First full pay period on or after 1/10/10	First full pay period on or after 1/10/11
Cook	OPS-3	1	\$48,102.00	\$ 49,305.00	\$ 50,538.00	\$ 51,801.00
		2	\$49,802.00	\$ 51,047.00	\$ 52,323.00	\$ 53,631.00
		3	\$51,504.00	\$ 52,792.00	\$ 54,112.00	\$ 55,465.00
Butler	OPS-4	1	\$54,974.00	\$ 56,348.00	\$ 57,757.00	\$ 59,201.00
		2	\$56,245.00	\$ 57,651.00	\$ 59,092.00	\$ 60,569.00
		3	\$57,514.00	\$ 58,952.00	\$ 60,426.00	\$ 61,937.00

20. APPENDIX 1B: WAGES SCHEDULE**Government House Weekly Paid Employees**

Title	Class Code	Step	Current	First full pay period on or after 1/10/09	First full pay period on or after 1/10/10	First full pay period on or after 1/10/11
Chauffeur	CH-3	1	\$ 734.70	\$ 759.70	\$ 784.70	\$ 809.70
		2	\$ 741.30	\$ 766.30	\$ 791.30	\$ 816.30
		3	\$ 747.60	\$ 772.60	\$ 797.60	\$ 822.60
Domestic	IWS-1	1	\$ 680.60	\$ 705.60	\$ 730.60	\$ 755.60
		2	\$ 690.60	\$ 715.60	\$ 740.60	\$ 765.60
		3	\$ 700.50	\$ 725.50	\$ 750.50	\$ 775.50
Senior Domestic	IWS-2	1	\$ 710.40	\$ 735.40	\$ 760.40	\$ 785.40
		2	\$ 720.30	\$ 745.30	\$ 770.30	\$ 795.30
Footman	IWS-2	1	\$ 710.40	\$ 735.40	\$ 760.40	\$ 785.40
		2	\$ 720.30	\$ 745.30	\$ 770.30	\$ 795.30
Footman	IWS-3	1	\$ 730.30	\$ 755.30	\$ 780.30	\$ 805.30
		2	\$ 740.40	\$ 765.40	\$ 790.40	\$ 815.40
Under Butler	IWS-4	1	\$ 750.00	\$ 775.00	\$ 800.00	\$ 825.00
		2	\$ 760.10	\$ 785.10	\$ 810.10	\$ 835.10
Second Cook	IWS-4	1	\$ 750.00	\$ 775.00	\$ 800.00	\$ 825.00
		2	\$ 760.10	\$ 785.10	\$ 810.10	\$ 835.10

21. APPENDIX 2: GOVERNMENT HOUSE WEEKLY PAID EMPLOYEES CONDITIONS OF EMPLOYMENT

The following conditions of employment shall apply to Government House Weekly Paid Employees other than the Chauffeur. The Conditions of Employment for the Chauffeur to the Governor shall be those contained in the Ministerial Chauffeurs (Public Service) Award.

1. Hours of Work

The ordinary hours of work shall be either:-

- (i) Thirty-eight per week worked in five days of not more than 7.6 hours per day continuously except for meal breaks, Monday to Friday, inclusive; or
- (ii) An average of thirty-eight per week worked over six or seven days per week as required.

2. Overtime

(a) Monday to Friday

All time worked outside the ordinary hours of work shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(b) Saturday

- (i) All time worked by an employee outside of ordinary hours on Saturday before noon shall be paid at the rate of time and a half for the first three hours and double time thereafter.
- (ii) All time worked by an employee outside of ordinary hours after noon on a Saturday shall be paid at the rate of double time.

(c) Sunday

All time worked by an employee outside of ordinary hours on a Sunday shall be paid at the rate of double time.

(d) Time off in Lieu

Where an employee so requests, time off in lieu equal to the overtime worked, may be taken by agreement with and at the convenience of the Governor (or delegate).

3. Change to Rostered Hours of Duty

- (i) The ordinary hours of work will be performed according to roster.
- (ii) Rosters shall specify the starting and finishing times of such hours.
- (iii) Employees shall be paid at the rate of time and a half for the first three hours and double time thereafter, for those ordinary hours worked when at least 48 hours notice of a change in the rostered hours of duty is not provided.
- (iv) Employees shall not be paid in accordance with (iii) above where a change in rostered hours is made by mutual agreement between the Governor (or delegate) and the employee(s) concerned.

4. Ordinary Hours, Saturday/Sunday

Employees shall be paid, for ordinary hours worked on a Saturday or Sunday, an additional payment calculated at the rate of 50 per cent of their ordinary rate of pay.

5. Ordinary Hours, Monday to Friday After 6.00pm

Employees shall be paid, for ordinary hours worked between the hours of 6.00pm and midnight, an additional payment calculated at the rate of 20.5 per cent of their ordinary rate of pay.

6. Payments Not Cumulative

The payments prescribed in Clauses 2 and 3 are in lieu of and not cumulative upon payments prescribed in Clauses 4 and 5.

7. Meal Breaks

Employees shall be either rostered for an unpaid meal break or ½ or 1 hour or a paid crib break of 20 minutes dependent upon requirements.

8. Casual Waiter/Waitress

The hourly rate for a casual waiter/waitress is as prescribed in the Government House, Weekly Paid Employees, Rates of Pay Schedule plus twenty per centum. Provided that where the major portion of the ordinary hours of duty on any Monday to Friday extend beyond 6.00pm or commence at or after 6.00pm payment per hour shall be the hourly rate prescribed plus thirty per centum.

A casual waiter/waitress shall be engaged for a minimum period of three hours on any day.

9. Other Conditions

All other conditions of employment shall be those contained in the Department of Labour, conditions of Employment for Weekly Paid Employees.

10. Date of Operation

The conditions herein shall operate from the first pay week commencing on or after date of approval of the Agreement.