

# LOTTERIES COMMISSION OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2005

File No. 8790 of 2005

**This Agreement shall come into force on and from  
19 January 2006 and have a life extending for a  
period of 12 months therefrom.**

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



DATED 19 JANUARY 2006.

\_\_\_\_\_  
COMMISSION MEMBER



**LOTTERIES COMMISSION OF SOUTH AUSTRALIA  
ENTERPRISE AGREEMENT, 2005**

Between

The 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, 2005.

**2 ARRANGEMENT**

| Subject Matter   | Page Number |
|--|-------------|
| <b>1 TITLE</b>   | <b>2</b>    |
| <b>2 ARRANGEMENT</b>                                   | <b>2</b>    |
| <b>3 PARTIES BOUND</b>                                 | <b>3</b>    |
| <b>4 EXISTING AWARDS</b>                               | <b>3</b>    |
| <b>5 DATE AND PERIOD OF OPERATION</b>                  | <b>3</b>    |
| <b>6 NO FORCED REDUNDANCY</b>                          | <b>4</b>    |
| <b>7 OBJECTIVES AND COMMITMENTS</b>                    | <b>4</b>    |
| <b>8 VARIOUS ISSUES</b>                                | <b>5</b>    |
| <b>9 SALARY AND WAGE ADJUSTMENTS</b>                   | <b>6</b>    |
| <b>10 ENTERPRISE BARGAINING - CONSULTATIVE PROCESS</b> | <b>6</b>    |
| <b>11 CONSULTATIVE PROCESS</b>                         | <b>8</b>    |
| <b>12 GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES</b>   | <b>8</b>    |
| <b>13 OCCUPATIONAL HEALTH, SAFETY AND WELFARE</b>      | <b>9</b>    |
| <b>14 EQUAL EMPLOYMENT OPPORTUNITY</b>                 | <b>10</b>   |
| <b>15 EMPLOYMENT CONDITIONS</b>                        | <b>10</b>   |
| <b>16 REVIEWS</b>                                      | <b>10</b>   |
| <b>17 NO EXTRA CLAIMS</b>                              | <b>10</b>   |
| <b>18 NOT TO BE USED AS A PRECEDENT</b>                | <b>10</b>   |

|           |  |           |
|-----------|--|-----------|
| <b>19</b> | <b>SIGNATORIES</b>   | <b>10</b> |
| <b>20</b> | <b>APPENDICES</b>  | <b>11</b> |
| <b>3</b>  | <b>PARTIES BOUND</b>   |           |
| 3.1       | This Agreement is made in pursuance of the Fair Work Act 1994 this ..... day of ..... 2005. 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.  |           |
| <b>4</b>  | <b>EXISTING AWARDS</b>   |           |
| 4.1       | This Agreement shall be read and interpreted wholly in conjunction with the South Australian Public Sector Salaried Employees Interim Award. Provided that if there is any inconsistency between this Agreement and the above award, this Agreement shall take precedence.   |           |
| 4.2       | 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. |           |
| 4.3       | 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 clause 4.2 of this Agreement.  |           |
| <b>5</b>  | <b>DATE AND PERIOD OF OPERATION</b>  |           |
| 5.1       | This Agreement commences on the date approved by the Industrial Relations Commission of South Australia and shall remain in force under the provisions of Section 83 of the Fair Work Act 1994, for 12 months from the date of approval by the Industrial Relations Commission of South Australia.   |           |

- 5.2 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.

## **6 NO FORCED REDUNDANCY**

- 6.1 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 2006.
- 6.2 SA Lotteries agrees to review the commitment made at 6.1. In doing so, it will have regard to the content of any industrial instrument that relates to redundancy or any policy on redundancy that applies to employees employed pursuant to the Public Sector Management Act 1995.
- 6.3 The current South Australian Public Sector Redeployment Policy and practices as set out in the Commissioner for Public Employment Commissioner's Standard 2 will be followed by SA Lotteries for the life of this Agreement.

## **7 OBJECTIVES AND COMMITMENTS**

- 7.1 The objectives of this Enterprise Agreement are:
- 7.1.1 to give effect to the Enterprise negotiation process within SA Lotteries.
  - 7.1.2 to effect salary increases in accordance with the Enterprise Agreement for salaried employees bound by this Agreement.
- 7.2 This Enterprise Agreement recognises:
- 7.2.1 That a number of initiatives have been, and will continue to be introduced to improve efficiency and provide quality service to our customers.
  - 7.2.2 Consultation in the development and implementation of SA Lotteries reform and change programs.
  - 7.2.3 That the parties to this Agreement agree to the on-going development within SA Lotteries by recognising the need for organisational change by:
    - 7.2.3.1 achieving the Statement of Corporate Strategic Intent including the Vision, Mission, Values and Goals, together with strategies, the implementation of strategic initiatives and performance measures.
    - 7.2.3.2 ensuring compliance requirements for SA Lotteries are met.

- 7.2.3.3 immediately changing to meet the challenges of the future.
- 7.2.3.4 fundamentally improving the way SA Lotteries carries out its activities in the short and medium term.
- 7.2.3.5 providing employees with the tools required to carry out their duties.
- 7.2.3.6 pursuing training and development to enable employees to enhance their skills.
- 7.2.3.7 further developing the use of cross-functional teams within SA Lotteries.
- 7.2.3.8 utilising technological improvement to ensure that corporate goals and strategies are met.
- 7.2.3.9 ensuring jobs are relevant to the organisation and customers.

## **8 VARIOUS ISSUES**

- 8.1 A strong commitment will be required by all staff to ensure changes as detailed in the Agreement are successfully implemented. The following strategic initiatives have been identified for consideration and / or implementation during the life of this Agreement:
  - 8.1.1 enhancement of existing games and introduction of new games and initiatives to meet changing player expectations (ongoing).
  - 8.1.2 plan for the replacement of the On-line Lotteries System and communications infrastructure in June 2009 (ongoing).
  - 8.1.3 embracement of social, cultural and environmental activities within a Corporate Responsibility Framework (target: June 2006).
  - 8.1.4 implementation of a new audit system for external auditors (target: June 2006).
  - 8.1.5 maximisation of the community benefits and promotion of the beneficiaries of SA Lotteries' operations (ongoing).
  - 8.1.6 adoption of sound environmental practices in all operations (ongoing).
  - 8.1.7 minimisation of operating costs by:
    - 8.1.7.1 continuing to progressively upgrade our business systems (ongoing).

- 8.1.7.2 enhancing communications with the agent network via an Agent Extranet (target: June 2006).
- 8.1.7.3 reviewing the effectiveness of SA Lotteries' distribution processes and associated costs (target: 2006-07).
- 8.1.8 continuation of investment in our people, particularly through training and development (ongoing) and the implementation of a Leadership Development Program (target: June 2006).
- 8.2 SA Lotteries may seek to implement corporate improvement initiatives other than those specifically identified in this Agreement.

## **9 SALARY AND WAGE ADJUSTMENTS**

- 9.1 These salary increases are subject to the Agreement being approved by the Industrial Relations Commission of South Australia and are based on the commitment of all parties to serious and genuine Enterprise negotiations within the enterprise.
- 9.2 This clause refers to salaries/rates of pay appearing in Schedule 1.
- 9.3 The salary increases detailed in Schedule 1 are based on the following annual percentage increases:

|   |           |
|---|-----------|
| ASO1 to ASO3 (and equivalents)          | 4% pa;    |
| ASO4 to ASO6 and MAS1 (and equivalents) | 3.75% pa; |
| ASO7 and above (and equivalents)        | 3.5% pa.  |
- 9.4 The rates will operate from:
  - 9.4.1 The first full pay period commencing on or after 1 October 2004.
  - 9.4.2 The first full pay period commencing on or after 1 October 2005.
- 9.5 The salary increases paid on 1 October 2004 incorporate the interim pay increase of 3.5% granted in February 2005.

## **10 ENTERPRISE BARGAINING - CONSULTATIVE PROCESS**

- 10.1 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 enterprise outcomes, and encourage outcomes that are innovative in matching the organisation and staff needs.
- 10.2 It is accepted that consultation between the relevant parties is a vital element in the Enterprise negotiation process. All parties should have an opportunity to put forward their points of view in the process.

- 10.3 The Single Bargaining Centre will be the forum for these negotiations to take place.
- 10.4 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.
- 10.5 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.



## **11 CONSULTATIVE PROCESS**

11.1 The parties commit to the following consultative principles:

- 11.1.1 Consultation involves the sharing of information and the exchange of views between employers and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
- 11.1.2 Employers consult in good faith, not simply advise what will be done.
- 11.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 11.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 11.1.5 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.

## **12 GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES**

- 12.1 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 disruption to work performance.
- 12.2 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.
- 12.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 12.4 All parties have a right to seek representation in order to resolve any dispute.
- 12.5 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 the relevant agency management representative or nominated delegate.

Stage 3      Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. Discussions may include representatives of the Chief Executive of the Department for Administrative and Information Services.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

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

- 13.1 Management and employees are committed to ensuring a safe and healthy working environment and will:
- 13.1.1 Provide a modern and pleasant working environment for employees.
- 13.1.2 Equip employees to competently carry out tasks and operate as an effective team member by training and development programs.
- 13.2 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.

**14 EQUAL EMPLOYMENT OPPORTUNITY**

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

**15 EMPLOYMENT CONDITIONS**

15.1 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.

**16 REVIEWS**

16.1 On-call, re-call and flexi-time arrangements will be reviewed during the life of this Agreement by a working party involving SA Lotteries, the Public Service Association and the Office of the Employee Ombudsman.

**17 NO EXTRA CLAIMS**

17.1 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 State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.

17.2 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.

**18 NOT TO BE USED AS A PRECEDENT**

18.1 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.

**19 SIGNATORIES**

.....  
Chief Executive  
Lotteries Commission of South Australia  
/ /2005

.....  
Office of the Employee Ombudsman Representative  
  
/ /2005

.....  
Public Service Association Representative

/ /2005

**20 APPENDICES**

Schedule 1 – Wages

Schedule 2 - Other Terms & Conditions of Employment

**SCHEDULE 1**

**WAGES SCHEDULE**

**2005**

| <b>Classification</b>                 | <b>Level</b>      | <b>Salary p.a.<br/>First pay<br/>period on or<br/>after<br/>01-Oct-04</b> | <b>Salary p.a.<br/>First pay<br/>period on or<br/>after<br/>01-Oct-05</b> |
|---------------------------------------|-------------------|---|---|
| <b>Administrative Services Stream</b> |                   |   |   |
| <b>AS01</b>                           | 1st year of adult | 29,767  | 30,958  |
|                                       | 2nd year of adult | 30,523  | 31,744  |
|                                       | 3rd year of adult | 31,351  | 32,605  |
|                                       | 4th year of adult | 32,107  | 33,391  |
|                                       | 5th year of adult | 32,864  | 34,179  |
|                                       | 6th year of adult | 33,688  | 35,036  |
| <b>AS02</b>                           | 1                 | 35,820  | 37,253  |
|                                       | 2                 | 37,295  | 38,787  |
|                                       | 3                 | 38,770  | 40,321  |
| <b>AS03</b>                           | 1                 | 41,716  | 43,385  |
|                                       | 2                 | 43,191  | 44,919  |
|                                       | 3                 | 44,666  | 46,453  |
| <b>AS04</b>                           | 1                 | 47,792  | 49,584  |
|                                       | 2                 | 48,895  | 50,729  |
|                                       | 3                 | 49,999  | 51,874  |
| <b>AS05</b>                           | 1                 | 53,299  | 55,298  |
|                                       | 2                 | 55,338  | 57,413  |
|                                       | 3                 | 57,522  | 59,679  |
|                                       | 4                 | 59,705  | 61,944  |
| <b>AS06</b>                           | 1                 | 61,745  | 64,060  |
|                                       | 2                 | 63,638  | 66,024  |
|                                       | 3                 | 65,532  | 67,989  |
| <b>AS07</b>                           | 1                 | 68,323  | 70,714  |
|                                       | 2                 | 70,314  | 72,775  |
|                                       | 3                 | 72,203  | 74,730  |
|                                       | 4                 | 74,163  | 76,759  |
| <b>AS08</b>                           | 1                 | 76,996  | 79,691  |
|                                       | 2                 | 78,521  | 81,269  |
|                                       | 3                 | 80,047  | 82,849  |

**Manager Administrative Services**

|             |  |        |        |
|-------------|--|--------|--------|
| <b>MAS1</b> |  | 66,989 | 69,501 |
| <b>MAS2</b> |  | 75,616 | 78,263 |
| <b>MAS3</b> |  | 81,501 | 84,354 |

**Technical Services**

|              |                |        |        |        |
|--------------|----------------|--------|--------|--------|
| <b>TGO 1</b> | 1st year adult | 34,071 | 35,434 |        |
|              | 2nd year adult | 35,008 | 36,408 |        |
|              | 3rd year adult | 36,159 | 37,605 |        |
|              | 4th year adult | 37,322 | 38,815 |        |
|              | 5th year adult | 38,489 | 40,029 |        |
|              | 6th year adult | 39,653 | 41,239 |        |
|              | 7th year adult | 40,834 | 42,467 |        |
|              | 8th year adult | 42,160 | 43,846 |        |
|              | 9th year adult | 43,338 | 45,072 |        |
| <b>TGO 2</b> |                | 1      | 46,912 | 48,671 |
|              |                | 2      | 48,454 | 50,271 |
|              |                | 3      | 49,999 | 51,874 |

## **SCHEDULE 2**

### **21 OTHER TERMS & CONDITIONS OF EMPLOYMENT**



**CLAUSE 1 – INDEX**

**CLAUSE/SUBJECT**

**PAGE #**

|  |           |
|--|-----------|
| <b>CLAUSE 2 – DEFINITIONS IN THIS SCHEDULE .....</b>                                     | <b>3</b>  |
| <b>CLAUSE 3 – CLASSIFICATIONS, SALARIES &amp; GENERAL CONDITIONS OF EMPLOYMENT .....</b> | <b>4</b>  |
| <b>CLAUSE 4 – HIGHER DUTY ALLOWANCE .....</b>  | <b>4</b>  |
| <b>CLAUSE 5 – CONTRACT OF EMPLOYMENT .....</b>   | <b>4</b>  |
| <b>CLAUSE 6 – PERFORMANCE MANAGEMENT .....</b>   | <b>5</b>  |
| <b>CLAUSE 7 – HOURS OF DUTY .....</b>  | <b>5</b>  |
| <b>CLAUSE 8 – PART-TIME EMPLOYMENT .....</b>   | <b>7</b>  |
| <b>CLAUSE 9 – CASUAL EMPLOYMENT .....</b>  | <b>7</b>  |
| <b>CLAUSE 10 – WORKLIFE FLEXIBILITY .....</b>  | <b>8</b>  |
| <b>CLAUSE 11 – OVERTIME .....</b>  | <b>9</b>  |
| <b>CLAUSE 12 – LIMIT ON PUBLIC HOLIDAY WORK .....</b>                                    | <b>10</b> |
| <b>CLAUSE 13 – ONCALL/RECALL.....</b>  | <b>11</b> |
| <b>CLAUSE 14 – SALARY PACKAGING ARRANGEMENTS.....</b>                                    | <b>12</b> |
| <b>CLAUSE 15 – ALLOWANCES.....</b>   | <b>13</b> |
| <b>CLAUSE 16 – MOTOR VEHICLE ALLOWANCES.....</b>   | <b>13</b> |
| <b>CLAUSE 17 – TRAVELLING EXPENSES .....</b>   | <b>13</b> |
| <b>CLAUSE 18 – TRAVELLING TIME.....</b>  | <b>13</b> |
| <b>CLAUSE 19 – RECREATION LEAVE.....</b>   | <b>13</b> |
| <b>CLAUSE 20 – SICK LEAVE .....</b>  | <b>14</b> |
| <b>CLAUSE 21 – FAMILY CARERS’ LEAVE .....</b>  | <b>14</b> |
| <b>CLAUSE 22 – PUBLIC HOLIDAYS.....</b>  | <b>14</b> |

|   |           |
|---|-----------|
| <b>CLASUE 23 – LONG SERVICE LEAVE.....</b>                  | <b>14</b> |
| <b>CLAUSE 24 – SPECIAL LEAVE WITHOUT PAY.....</b>           | <b>14</b> |
| <b>CLAUSE 25 – SPECIAL LEAVE WITH PAY .....</b>             | <b>15</b> |
| <b>CLAUSE 26 – STUDY ASSISTANCE AND LEAVE .....</b>         | <b>15</b> |
| <b>CLAUSE 27 – TRADE UNION TRAINING LEAVE .....</b>         | <b>15</b> |
| <b>CLAUSE 28 – JOB REPRESENTATIVES.....</b>                 | <b>16</b> |
| <b>CLAUSE 29 – RIGHT OF ENTRY OF UNION OFFICIALS.....</b>   | <b>16</b> |
| <b>CLAUSE 30 – DEDUCTIONS .....</b>                         | <b>17</b> |
| <b>CLAUSE 31 – REDUNDANCY NOTIFICATION PROVISIONS .....</b> | <b>17</b> |
| <b>CLAUSE 32 – RECLASSIFICATION PROCEDURES .....</b>        | <b>17</b> |
| <b>CLAUSE 33 – TRANSFER OF SERVICE CREDITS .....</b>        | <b>17</b> |
| <b>CLAUSE 34 – GRIEVANCE APPEALS COMMITTEE.....</b>         | <b>18</b> |
| <b>CLAUSE 35 – ROSTERED COMPUTER EMPLOYEES.....</b>         | <b>19</b> |

**22      CLAUSE 2 - DEFINITIONS IN THIS SCHEDULE**

|   |   |
|---|---|
| Lotteries Commission of South Australia | means SA Lotteries  |
| Employee                                | means any employee to whom the Enterprise Agreement applies.              |
| 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. |
| PSM Act                                 | means Public Sector Management Act, 1995 as amended.                      |

**23 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 State Public Service.
- 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, 2005.
- 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.
- 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

**24 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.

**25 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 Sub-clause 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 pursuant to Chapter 3, Part 6 of the Fair Work Act 1994.
- 5.6 SA Lotteries shall keep one only 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.

## **26 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. Staff 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 with annual revision when staff have their performance management and development plans reviewed. This is augmented 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 realising its outputs at the individual level.

## **27 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 placitum 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 sub-clause 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 Team Leader Operations. Where the matter may affect the ability to undertake a permanent rostered shift, the matter should be referred to the Manager – Human Resources 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 placitum 7.2.3 of this subclause.
- 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 penalty prescribed in 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 penalties provided for in placita 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, penalties 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 sub clause 7.2, the parties shall, upon agreement, seek to vary the sub clause 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.

**28 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.

**29 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 3 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 per centum (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 clause 5 placita 5.2.1, 5.2.2 and 5.2.3 shall not be applicable.

**30 CLAUSE 10 - WORKLIFE FLEXIBILITY**

**10.1 Voluntary Flexible Working Arrangements**

10.1.1 The Chief Executive 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 21 December 2005 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, is entitled to twelve (12) weeks paid maternity leave.

10.2.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to twelve (12) weeks paid adoption leave.

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 is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of multiple birth/adoption.

10.2.4.2 An employee will be entitled to twelve (12) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

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 of 6 weeks during the 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 24 weeks, to be paid at half the ordinary rate (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 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 indicates that the illness has arisen from the pregnancy.

**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, with the part-time work concluding on the child's second birthday unless expressly agreed otherwise 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 to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
  - b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis;
  - c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

### **31 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 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 sub section 11.1 of this clause 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 a Saturday or 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 as 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 as for 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 State Public Service of South Australia, 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, shall not be eligible for the payment of overtime.

11.12 Where an employee's salary exceeds an amount declared from time to time by the Commissioner for Public Employment's Commissioner's Standard 3.3, the hourly rate of such employee for the purposes of overtime shall be the rate set out in the said Standard.

**32 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.

**33 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) \$12.50 on and from 1 October, 2005

- 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) \$24.90 on and from 1 October, 2005

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 same.**

**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, determinations 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 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 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 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 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-5 classification level prescribed in the relevant schedule of the current Enterprise Agreement. In this situation, where an employee's rate of pay does not exceed the maximum salary of ASO-6, overtime is to be calculated at the rate of the minimum salary increment of ASO-5. 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-5.

**13.3.4** Despite the provisions of 13.3.3, special arrangements may be determined in consultation with the Commissioner for Public Employment 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:

**13.3.5.1** be 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** be permitted to use a taxi at the employer's expense to travel to and from the workplace; or

**13.3.5.3** be permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

#### **34 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 Lotteries Commission of South Australia Enterprise Agreement, 2005

(LCSAEA) will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this LCSAEA.

14.1.2 Any entitlement to payment of overtime, leave loading or 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.

**35 CLAUSE 15 - ALLOWANCES**

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

**36 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.

**37 CLAUSE 17 - TRAVELLING EXPENSES**

17.1 Employees are entitled to reimbursement of actual travelling, accommodation and meal expenses at not less than the current State Public Service 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.

**38 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 Service 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 shall not be eligible for time off in lieu of travel in accordance with this provision.

**39 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. Payment for leave and recreation leave loading shall be made in accordance with the Commissioner for Public Employment Commissioner's Standard 3.4.

19.2 In addition to 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 penalties 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 19.2 and 19.3 above.

#### **40 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.

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.

#### **41 CLAUSE 21 - FAMILY CARERS' LEAVE**

21.1 The parties to this Agreement agree that, subject to the following conditions, employees may access up to five (5) working days of the employee's paid sick leave entitlement in any one year to provide support for a family member.

21.1.1 The employee must declare that the period of absence was necessary and unavoidable.

21.1.2 The employee produces satisfactory evidence of sickness of family member, if requested.

21.1.3 The employee must have responsibility for the care of the family member and the family member, being either a spouse, child, parent, any other member of the employee's household or any other person who is dependent on the person's care, as defined in the *Fair Work Act 1994*.

#### **42 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.

#### **43 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 2 of the Public Sector Management Act.

#### **44 CLAUSE 24 - SPECIAL LEAVE WITHOUT PAY**

24.1 Leave without pay (including parental leave) may be granted by SA Lotteries. In determining its attitude to an application for 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 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.

**45 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

**46 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 Service and on the conditions as set out in the Commissioner for Public Employment Commissioner’s Standard 3.4

**47 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 South Australian Council for Union Training, the Workers Educational Association of South Australia Incorporated, Trade Union Training Australia Inc. and the Industrial Training Service.

27.2 All nominations for attendance on courses must be made by the employee association.

27.3 Approval is subject to:

27.3.1 A certificate of eligibility signed by the General Secretary of the employee association.

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 if deemed necessary).

27.4 Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two calendar years. Time off 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 Union or organisation.

27.5 Time off 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 time off showing the extent of each authorised absence and attendances should be verified.

**48 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.

**49 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 Enterprise Agreement have been made – interview employees who are members of the association about the complaints.

29.2 Before an official exercises powers under sub-section (29.1), the official must give reasonable notice to the employer and comply with any other requirements imposed by the award or Enterprise 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.



**50 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.

**51 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.

**52 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.

**53 CLAUSE 33 - TRANSFER OF SERVICE CREDITS**

33.1 Employees who were previously employed in the Public Service of South Australia 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 Service or by organisations specified by proclamation in accordance with the Public Sector Management Act 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 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.

**54 CLAUSE 34 - GRIEVANCE APPEALS COMMITTEE**

An employee who is aggrieved by any report, recommendation or action by SA Lotteries may seek to resolve such grievance in accordance with the following procedure, provided however the decision to terminate employment shall not be subject to the provisions of this clause.

- 34.1 (a) The employee shall first discuss the grievance or problem with their immediate supervisor within seven (7) days of the grievance arising in an attempt to resolve it.
- (b) Such resolution process should take no longer than seven (7) days.
- 34.2 (a) If the procedure outlined above fails to resolve the matter or the employee is not satisfied with the proposed settlement or supervisor's decision, the employee may, within seven (7) days of notification of such settlement or decision, submit the matter in writing to the Chief Executive for decision.
- (b) Notification of the grievance should contain:
- (i) particulars of the grievance;
  - (ii) the grounds of appeal; and
  - (iii) the relief sought.
- (c) On receipt of the submission the Chief Executive shall give the employee the opportunity of a personal discussion about the problem at which the employee shall have the right to be accompanied by an official of their Union.
- (d) The Chief Executive shall notify the employee of the decision within 14 days of receipt of the reference.
- 34.3 If the employee is not satisfied with the decision of the Chief Executive, the employee may, within fourteen (14) days of notification of such decision, refer the matter in writing to the Grievance Appeals Committee with the exception of those dealing with promotion, classification, reclassification or termination of employment unless in the case of promotion and classification matters an appeal is against process only.
- 34.4 (a) Grievance Appeals Committee
- 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.

**55 CLAUSE 35 - ROSTERED COMPUTER EMPLOYEES**

This clause prescribes specific conditions for Rostered Computer Staff.

SA Lotteries:

- 35.1 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
- 35.2 alternatively, provide secure parking for employees' cars.
- 35.3 will give special consideration to the requirements of employees on 7 day rosters namely, the taking and timing of recreation leave.