



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

RETURN TO WORKSA ENTERPRISE AGREEMENT 2018

File No. 2536 of 2018

**This Agreement shall come into force on
and from 31 March 2018 and have a life
extending for a period of 3 years therefrom.**

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



DATED 31 AUGUST 2018.

COMMISSIONER AIKENS



ReturnToWorkSA

Enterprise Agreement

2018

ReturnToWorkSA

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**Government
of South Australia**

1 Title

This Agreement will be referred to as the ReturnToWorkSA Enterprise Agreement 2018.

2 Arrangement

1	Title	2
2	Arrangement	2
3	Definitions	3
4	Commencement and period of operation	3
5	Scope and parties bound	3
6	Application	3
7	No extra claims	4
8	Renegotiation	4
9	Purpose and intent	4
10	Consultation	5
11	Employee responsibilities	6
12	Workplace and employment policies	6
13	Classifications	6
14	Job evaluation	6
15	Selection Practices	7
16	Performance Building	7
17	Hours of work	7
18	Workloads	8
19	Flexible working hours	8
20	Remuneration system	9
21	Salaries	9
22	Allowances	9
23	Superannuation	10
24	Salary sacrifice	10
25	Termination of employment	11
26	Redundancy	11
27	Redeployment	12
28	Parental leave	13
29	Personal leave	14
30	Annual leave	14
31	Purchased leave	15
32	Long Service Leave and Skills and Experience Retention Leave	15
33	Bereavement leave	16
34	Cultural and religious leave	16
35	Military leave	16
36	Leave for official sporting events	17
37	Leave for blood donors	17
38	Leave without pay	17
39	Urgent special leave	17
40	Trade union training leave	17
41	Office steward/job representative	18
42	Amenities	18
43	Dispute resolution	18
44	Probation	19
45	Police checks	20
46	Transfer to alternative position	20
47	Casual employment	21
48	Fixed term employment	21
49	Leave without pay counting for service	21
50	Additional Injury and Income Protection for Work Injuries	22

51	Appendix A - Remuneration system	23
52	Appendix B – Injury and Income Protection Policy	26

3 Definitions

“Agreement” means this Agreement.

“Award” means the ReturnToWorkSA Award 2015.

“ReturnToWorkSA” means the Return To Work Corporation of South Australia.

“Employee” means and includes all employees appointed to positions in Classification Level 1 to 7 (Grade 1 to 5) as prescribed in the Award.

“Salary” means the gross cash component of an employee's total remuneration prior to any salary sacrifice items.

“Industrial Association” means the Public Service Association of SA (PSA).

“Ordinary Rate of Pay” means an employee’s substantive salary, ie exclusive of any allowances including Higher Duties Allowance.

“Family member” includes: a spouse or domestic partner; a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; any other member of the employee’s household; and any other person who is dependent on the employee’s care.

“Continuous service” means, for the purpose of calculating length of service of an employee in accordance with clauses 25 and 26, any period of employment with ReturnToWorkSA (including service with the former "SGIC Claims Agency" dating from 2 February 1987) which has not been broken other than by a period of approved paid or unpaid leave or by a period of absence of less than three months duration immediately prior to the employee’s re-employment by ReturnToWorkSA. For the purpose of calculating actual service entitlements (as opposed to determining continuous service), unpaid absences will not count as part of an employee’s total service with ReturnToWorkSA, as per clause 49 of this Agreement.

4 Commencement and period of operation

- 4.1 This Agreement shall operate from the date of approval by the South Australian Employment Tribunal and will nominally expire on 31 March 2021.

5 Scope and parties bound

- 5.1 This Agreement will be binding on:
- 5.1.1 the Return to Work Corporation of South Australia (ReturnToWorkSA);
 - 5.1.2 employees of ReturnToWorkSA;
 - 5.1.3 the Industrial Association, and
 - 5.1.4 the Chief Executive of the Department of the Premier and Cabinet as the declared employer for the purposes of the *Fair Work Act 1994 (SA)*, in relation to the Return to Work Corporation of South Australia.

6 Application

- 6.1 This Agreement will operate to the exclusion of any Certified Agreements or Enterprise Agreements that may otherwise apply and will be read and interpreted

in conjunction with the Award, provided that, where there is any inconsistency, this Agreement will take precedence.

6.2 This Agreement does not limit the application of:

6.2.1 Sections 21 to 24 of the *Return To Work Corporation of South Australia Act 1994*; and

6.2.2 Part 3 of the *Public Sector Act 2009* (SA).

6.3 The application of such Acts is preserved and will take precedence over any inconsistent provisions of this Agreement.

7 No extra claims

7.1 The parties undertake that during the period of operation of this Agreement there shall be no further wage or other claims sought or granted relating to the relationship of the employer and employee, whether dealt with in this Agreement or not, except where provided under the terms of this Agreement.

8 Renegotiation

8.1 The parties will commence negotiation of a new Agreement no later than six (6) months prior to the expiry of this agreement.

9 Purpose and intent

9.1 ReturnToWorkSA is committed to:

9.1.1 continuing use of the "Behaviours we value";

9.1.2 fair and equitable treatment of its employees;

9.1.3 the enhancement of flexibility in the employment of its employees to achieve corporate goals;

9.1.4 increasing efficiency and effective service delivery;

9.1.5 achieving the business strategy and the necessary culture to facilitate this aim;

9.1.6 improving consultation for all employees;

9.1.7 providing appropriate training, retraining and career guidance aimed at supporting employees to reach their full potential and maximum employability both inside and outside ReturnToWorkSA;

9.1.8 recognising employee achievement informally and formally through a recognition system;

9.1.9 abiding by relevant laws in all its dealings with employees;

9.1.10 ensuring its policies are understood and fairly and consistently applied, this will be reviewed and monitored on an on-going basis;

9.1.11 taking into account family responsibilities and lifestyle changes;

- 9.1.12 ensuring that the focus of ReturnToWorkSA's efforts continues to be on the achievement of the strategic plan.

10 Consultation

10.1 Consultation principles

- 10.1.1 Proper consultation involves the sharing of information and the exchange of views between employees and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to, or influence, any decision-making process.
- 10.1.2 ReturnToWorkSA undertakes to consult in good faith, not simply advise what will be done.
- 10.1.3 The parties to this Agreement accept that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 10.1.4 Workplace change which will have a significant effect on employees should not be implemented before appropriate consultation has occurred. ReturnToWorkSA will notify those employees affected by the proposed changes and their appointed representatives, including the PSA representatives. These notifications will be given concurrently where practicable.
- 10.1.5 Employee representatives, including the PSA, will be given the opportunity to adequately consult with the employees they represent in the workplace, in relation to any significant proposed changes that may affect employees' working conditions.

10.2 Consultation Process

- 10.2.1 In keeping with the consultation principles detailed in 10.1 above, ReturnToWorkSA will adhere to the following process:
- providing wherever possible all relevant information to employees about pending changes or decisions or other issues that will or may impact on them;
 - in making decisions, taking into account the views expressed by internal and external stakeholders where appropriate; and
 - explaining corporate decisions that have been made.
- 10.3 Consistent with subclause 10.1.2 above, it is agreed that the Consultative Group continue to foster communication between ReturnToWorkSA and its employees.
- 10.4 The Consultative Group is the key forum for consultation. However, in addition to this Group, ReturnToWorkSA may hold separate discussions with the PSA, provided that these discussions do not usurp the function of the Consultative Group.
- 10.5 For the duration of this Agreement the Consultative Group will consist of up to two (2) elected staff members from each Business Group, and one (1) Job Representative and one (1) Industrial Officer from the PSA. ReturnToWorkSA will provide up to three (3) management representatives, as well as executive support.

- 10.6 Elections will be managed entirely within each Business Group with any ongoing employee able to nominate. Elections will be conducted internally by secret ballot.
- 10.7 The successful employee will hold the position for the duration of the Agreement.
- 10.8 In the event of a vacancy occurring new elections must be held.
- 10.9 Where an Elected Representative decides that he/she is unable to fulfil their role of representing all staff of their Business Group for any reason, Business Group staff, or a section of Business Group staff, may choose to be represented by another nominated member of the Business Group, or Deputy or Proxy to the Elected Representative on a needs basis, until such time as the Elected Representative is able to resume normal representation.
- 10.10 Consultation will include, but not be limited to, all areas covered specifically in this Agreement and changes in ReturnToWorkSA policy. It is agreed that appropriate training for members of the Consultative Group will occur where necessary in the areas of communication, decision making, problem solving and negotiation.

11 Employee responsibilities

- 11.1 ReturnToWorkSA has expectations of its employees' responsibilities and duties. All employees:
 - 11.1.1 must follow lawful and reasonable instructions at all times;
 - 11.1.2 are expected to become acquainted and work in accordance with all of ReturnToWorkSA's policies, including any changes and amendments made from time to time.
- 11.2 Nothing in this Agreement is intended to remove or limit an employee's or ReturnToWorkSA's rights and obligations at common law.

12 Workplace and employment policies

- 12.1 This Agreement will be read in conjunction with ReturnToWorkSA's policy. Where policy is inconsistent with this Agreement, the Agreement will prevail. A copy of ReturnToWorkSA's policies as varied from time to time will be made available and reasonably accessible to employees.

13 Classifications

- 13.1 The classification structure in Appendix A will apply during this Agreement.

14 Job evaluation

- 14.1 The following is the agreed process for job evaluation:
 - 14.1.1 The People and Communications Group will evaluate or re-evaluate positions in association with managers and employees involved;
 - 14.1.2 The Delegate of the CEO will approve the classification;

- 14.1.3 The outcome of the evaluation will be communicated to the manager and employee/s involved and the Consultative Group;
- 14.1.4 If requested, a written summary will be provided to the manager and the employee/s involved.
- 14.2 If disagreement occurs the occupant of the position can elect to lodge a grievance in writing to the People and Communications Group who will arrange to have the position re-evaluated by a nominated service provider (currently Mercer Human Resource Consulting).
- 14.3 If there is still disagreement after the re-evaluation has been completed the occupant of the position can elect to lodge a grievance in the normal manner as described in this Agreement.
- 14.4 Job evaluation training will be available to nominated employee representatives and PSA representatives to allow the provision of support to employees (if requested) in the dispute resolution process.

15 Selection Practices

- 15.1 ReturnToWorkSA aims to provide employees with career development opportunities and maximise the value of the skills and capability of existing employees. All permanent positions and temporary positions with tenure greater than three months, will be advertised internally and internal applications will be considered first by the selection panel.
- 15.2 For the purpose of this clause "temporary positions" may also include opportunities to perform higher duties at Grades 1 to 5, where it is known that these opportunities will extend beyond three months continuous duration.

16 Performance Building

- 16.1 RTWSA will maintain policy and practices throughout the period of this agreement that provides for consistent and fair performance building activities including conducting a regular goal setting and review process.
- 16.2 RTWSA will maintain a pay point procedure throughout the period of this agreement that aims to:
 - encourage a high performance culture;
 - encourage the consistent demonstration of our organisational values;
 - fairly and equitably recognise and reward employees who consistently achieve or exceed the requirements of their position description and annual performance objectives, by providing access to pay point progression for eligible employees.

17 Hours of work

- 17.1 Normal hours of work will be 37.5 hours a week, Monday to Friday inclusive.
- 17.2 The ordinary span of hours of all employees covered by this Agreement, including those employees who are rostered to work on the 'service desk', is 7.30am to 6.30pm Monday to Friday.
- 17.3 Ordinary hours in any one shift are not to exceed 10 hours.

18 Workloads

- 18.1 In establishing and maintaining a safe and healthy work environment, ReturnToWorkSA will take into consideration the employee's hours of work, health and safety. ReturnToWorkSA will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.
- 18.2 In the interests of providing a safe and healthy work environment and of promoting work/life balance with staff, ReturnToWorkSA takes a positive approach on workloads, staffing levels, the management of flex time and the working of overtime. ReturnToWorkSA is committed to fully staffing workplaces in accordance with appropriate business unit methodologies.
- 18.3 When monitoring workloads ReturnToWorkSA will have regard to all relevant local level factors including, but not limited to, staff experience, business opportunities, appropriate training and obligations under this Agreement and the Award.
- 18.4 ReturnToWorkSA will take all reasonable steps to:
 - 18.4.1 fill vacant positions promptly and consistent with business needs.
 - 18.4.2 ensure that appropriate training is provided for entry level recruits and redeployees to enable those employees to effectively carry out their work. It is recognised that in some circumstances it is more appropriate for on the job training to occur.
- 18.5 ReturnToWorkSA agrees that generally workloads should be capable of being completed in ordinary working hours. Consequently, ReturnToWorkSA will not require an employee to work overtime which is unreasonable, when the employee's particular personal or family circumstances are considered. It is accepted that workloads may vary from time to time depending on business cycles and demands, and these shall be taken into account in managing workloads.
- 18.6 If an employee or group of employees has a concern with their workload or staffing matter, they may raise the matter with their immediate supervisor. If the matter is not resolved it will be referred to the next level of management and People and Communications for review. The review will address the employee(s) concerns and identify how workloads can be managed.

19 Flexible working hours

The parties acknowledge the mutual benefit to ReturnToWorkSA and the employee of voluntary flexible working arrangements to balance work and other (including family) commitments. ReturnToWorkSA will maintain a Flexible Work Policy and associated procedures during the lifetime of the Agreement. Flexible working arrangements may include: flexitime, part-time work, purchased leave and working from home.

ReturnToWorkSA will provide equitable access to flexible working arrangements to employees at all levels in all types of work. Requests from employees to negotiate how, and when hours will be worked will be given positive and reasonable consideration in line within agreed limits and conditions set by (the chief executive of) ReturnToWorkSA.

- 19.1 The Flexible Work Practices Policy, as amended from time to time, and the associated procedures that support it, will be based on the following principles:
- Decisions concerning flexible working arrangements will take into account the personal requirements of the employee, the operational requirements of the workplace, and others matters as relevant.
 - Line managers will genuinely consider an application for flexible working arrangements, including alternative proposals made by the employee.
 - Where a change in business or operational circumstances require a change to flexible working arrangements, or the discontinuance of the arrangement, the affected employee will be provided with reasonable notice.

Limits and conditions will be outlined in ReturnToWorkSA policies, and apply to all staff covered by this Agreement.

20 Remuneration system

- 20.1 No current or future employee will be paid any less than the lowest Agreement rate applicable for the relevant grade.
- 20.2 For the life of this Agreement the operations of the remuneration system detailed in Appendix A will be used.

21 Salaries

- 21.1 ReturnToWorkSA will increase salaries as outlined in Appendix A of this Agreement.

22 Allowances

Allowances will be reviewed once each year in accordance with the annual increases determined by the South Australian Employment Tribunal ("SAET") State Wage Case for the previous 12 months.

22.1 On-call allowance

An on-call allowance will be paid to an employee (excluding any Technology, Systems and Service (TSS) employee) who is required to be on-call for return to duties. The amount of the allowance will be:

- 22.1.1 Where the employee is on-call Monday to Friday (outside of normal hours):
- \$32.49 per day from the first full pay period in August 2017.
- 22.1.2 Where the employee is on-call on weekends or public holidays:
- \$56.78 per day from the first full pay period in August 2017.
- 22.1.3 The allowance will be paid whether the employee is contacted or not.

22.2 On-call allowance for TSS employees

As per clause 22 of the Award, an on-call allowance will be paid to an information systems employee who is required to be on-call for return to duties. The amount of the allowance will be:

22.2.1 Where the employee is on-call Monday to Friday (outside of normal hours):

- \$53.29 per day from the first full pay period in August 2017.

22.2.2 Where the employee is on-call on weekends or public holidays:

- \$71.15 per day from the first full pay period in August 2017.

22.2.3 The allowance will be paid whether the employee is contacted or not.

22.3 First aid allowance

22.3.1 A First Aider shall be paid a fortnightly allowance of:

- \$32.65 from the first full pay period in August 2017.

22.3.2 An employee with suitable qualifications and experience may be designated as an Occupational First Aider and shall receive an allowance equal to twice that of a First Aider.

22.4 Meal allowance

If an employee is required to work overtime for a minimum of:

22.4.1 two hours after the completion of a minimum of 7.6 hours where the employee continues to work after 6.30 pm; or

22.4.2 three hours on a Saturday, Sunday or public holiday before 1.00 pm and continuing after 1.00 pm; or

22.4.3 two hours before 7.30 am on any day

the employee will be entitled to the following meal allowance for lunch (subject to clause 21.4.2 above):

- \$14.98 from the first full pay period in August 2017.

22.4.4 The following meal allowance will be made for an evening meal (subject to clause 21.4.1 above):

- \$21.48 from the first full pay period in August 2017.

23 Superannuation

23.1 Employer superannuation contributions will be made in addition to the base salary according to the legislative requirement.

23.2 ReturnToWorkSA is committed to prior consultation with staff and their representative, which may be the PSA, in the event the SGC rate is increased during the life of the Agreement in terms of any impact such rate increase may have on the superannuation contributions made by ReturnToWorkSA.

24 Salary sacrifice

24.1 ReturnToWorkSA will provide all employees with access to salary sacrifice in accordance with ReturnToWorkSA's policy, and subject to the employee obtaining independent financial advice and agreeing to indemnify ReturnToWorkSA against any claims arising out of the salary sacrifice

arrangements. The cost of any incidental Government charges, including GST, are to be borne by the staff member.

25 Termination of employment

25.1 Notice of termination by ReturnToWorkSA

- 25.1.1 In order to terminate the employment of an employee, ReturnToWorkSA must give to the employee four weeks' notice, unless otherwise agreed.
- 25.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- 25.1.3 Payment in lieu of notice in 25.1.1 and 25.1.2 may be made if ReturnToWorkSA determines that the appropriate notice is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by ReturnToWorkSA making payment for the remainder of the period of notice.
- 25.1.4 The required amount of payment in lieu must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, ReturnToWorkSA would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of: the employee's ordinary hours of work (even if not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and any other amounts payable under the employee's contract of employment.
- 25.1.5 Continuous service is defined in clause 3 of this Agreement.

25.2 Notice of termination by an employee

- 25.2.1 In order to terminate their employment, an employee must give ReturnToWorkSA four weeks' notice, unless otherwise agreed.
- 25.2.2 If an employee fails to give the required notice ReturnToWorkSA has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 25.1.4, unless otherwise agreed.

26 Redundancy

- 26.1 "Redundancy" means the loss of employment due to ReturnToWorkSA no longer requiring the specific job to be done by any person within ReturnToWorkSA.
- 26.2 ReturnToWorkSA is committed to taking all reasonable steps to avoid use of compulsory redundancy. Where redundancy is identified, every reasonable effort will be made to avoid redundancy through redeployment or re-training (consistent with clause 27), normal employee turnover, managing recruitment and exploring other options for employees to remain in employment with ReturnToWorkSA.

- 26.3 All employees to be made redundant will be given the maximum practical forewarning of likely separation and the specific separation date. The employee will be given a minimum period of six (6) weeks notice which may be paid in lieu of notice (at the employees' election) or ReturnToWorkSA may request that the employee agree to work out the period of notice. In addition all members of the Consultative Group will be notified of impending redundancy action as soon as possible after the CEO has approved such action and there has been discussion with affected employees.
- 26.4 The full notice period will count as service for the purpose of the redundancy calculations detailed in this clause, whether worked or not.
- 26.5 ReturnToWorkSA will offer outplacement support to affected employees who elect to use this service. Outplacement support will be provided for a minimum of six (6) weeks.
- 26.6 Subject to proof of attendance ReturnToWorkSA will allow employees up to four (4) days on full pay to attend job interviews during the notice period.
- 26.7 In addition to the period of notice above, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service. Any service prior to 2 February 1987 is not recognised as part of the employee's continuous service.
- 26.7.1 Eight (8) weeks' pay for the first year of service;
- 26.7.2 Four (4) weeks' pay for each subsequent year of continuous service;
- 26.7.3 A pro-rata payment for each completed month of service in the final part year of service.
- 26.7.4 "weeks' pay" means the annual salary divided by 52 and excludes:
- overtime;
 - penalty rates;
 - allowances;
 - special rates; and
 - any other ancillary payments of a like nature.
- 26.8 Employees who have transferred from full time to part time employment or vice versa will have their separation payments based pro-rata on the actual time worked in each mode using the employee's current salary.
- 26.9 Redundancy will not apply to fixed-term or casual employees.
- 26.10 Employees with at least five (5) years' continuous service who are made redundant will be entitled to payment for pro-rata long service leave.
- 26.11 ReturnToWorkSA's rights in selection and decision will be final.

27 Redeployment

- 27.1 In the case of an employee whose substantive position has become surplus to requirements, and where alternative positions exist, ReturnToWorkSA will make all reasonable efforts to redeploy the employee concerned at the present level

within ReturnToWorkSA. ReturnToWorkSA will make every attempt to redeploy its employees including giving special consideration to them for vacant positions where it can be demonstrated that they have the necessary skill and demonstrated performance or the potential to develop it within a reasonable time. Where single positions exist for more than one redeployee, selection will be made on a merit basis.

- 27.2 When no redeployment opportunities exist at the employee's level, ReturnToWorkSA may, with the agreement of the affected employee, redeploy the employee to a position at a lower classification level. In this instance the employee will be appointed at the highest paypoint of the lower classification level.
- 27.3 Where an employee is transferred, under 27.2 to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and ReturnToWorkSA may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- 27.4 Upon transfer to lower paid duties by reason of redundancy the employee will have their salary maintained at the former ordinary rate for a further period of six (6) weeks.

28 Parental leave

Paid Maternity Leave

- 28.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 28.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child is entitled to sixteen (16) weeks of maternity / adoption leave paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments). The leave can be taken at full pay or half pay. The paid maternity / adoption leave is not to be extended by public holidays or any other leave falling within the period of paid leave.
- 28.2.1 Eighteen (18) weeks of maternity / adoption leave will be fully paid, as per 28.1, where the employee has at least 5 years or more service with ReturnToWorkSA at the time leave commences.
- 28.3 If the employee elects to take the leave at half pay, they will be entitled, during the period of leave, to be paid at half the ordinary rate of pay from the date the maternity / adoption leave commences and will accrue paid leave for 16 (or 18) of the 32 (or 36) weeks (with the other 16 (or 18) weeks being treated as leave without pay).
- 28.4 Pregnant employees are also entitled to 37.5 hours paid leave to attend medical appointments associated with the pregnancy.

- 28.5 During periods of unpaid maternity / adoption leave, the employee will not accrue any paid leave (personal leave, annual leave or long service leave) and as per clause 49 of this Agreement, the employee's continuous service date will be deferred by the period of unpaid leave taken.

Paternity Leave

- 28.6 One week (37.5 hours) of paternity leave will be fully paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments). The paid paternity leave is not to be extended by public holidays or any other leave falling within the period of paid leave. Spouses may also take 7.5 hours paid leave to attend medical appointments associated with the pregnancy.

- 28.7 These provisions apply to employees as defined in clause 29 of the Award who have 12 months or more service with ReturnToWorkSA.

Return to Work from Maternity Leave

- 28.8 All reasonable efforts will be made to provide employees returning from a period of parental leave with part-time employment (if requested).

29 Personal leave

- 29.1 Employees are entitled to twelve (12) days paid personal leave per annum for absence due to personal illness or injury:
- 29.2 Employees are not required to provide a medical certificate for absences up to two consecutive working days. However, if the Manager believes it appropriate, an employee may be required to provide a medical certificate for lesser periods of absence. It is suggested that this power only be exercised in circumstances where it is practical for the employee to obtain a medical certificate (for example, where the employee has previously been informed that such a medical certificate will be required for each day of a period of absence, or whilst the employee is still absent).
- 29.3 Employees may access up to ten (10) days of their paid personal leave entitlement in any one year to provide support for a family member. In special circumstances an employee may also access this personal leave entitlement to augment bereavement leave for a family member (see clause 33.3).
- 29.4 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee provides a medical certificate, statutory declaration or certificate from a health practitioner, if requested.
- 29.5 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

30 Annual leave

- 30.1 Full time employees are entitled to annual leave on full salary for four (4) weeks for each year of service. The entitlement accrues from whole month to whole month.

30.2 Part time employees accrue leave on a pro rata basis according to the number of hours worked each week. Whilst on annual leave, payment is made for the number of hours the employee would normally have worked during the period.

30.3 Annual leave must be taken at a time mutually convenient to ReturnToWorkSA and the employee with reasonable notice given. Annual leave may be carried forward for a maximum period of two years.

31 Purchased leave

31.1 For the life of the Agreement, purchased leave will be available to staff. The relevant policy may be amended from time to time.

32 Long Service Leave and Skills and Experience Retention Leave

32.1 Long Service Leave

Long service leave entitlements are subject to the *Public Sector Act 2009*.

32.2 Skills and Experience Retention Leave

An employee is entitled to Skills and Experience Retention Leave as detailed in Schedule 1 of the *Public Sector Act 2009*.

32.3 Taking of Leave

32.3.1 Long service leave (LSL) accrues in calendar days. Each working day of long service leave is equivalent to 1.4 calendar days. For each working day taken as long service leave, 1.4 calendar days is deducted from an employee's entitlement.

32.3.2 LSL accrues at the same rate for part time employees as full time employees. When LSL is taken, it is deducted at the same rate for part time employees as full time employees but paid at the employee's normal fortnightly pay.

32.3.3 The minimum period of long service leave that can be taken by either a full time or part time employee is one working day (1.4 calendar days).

For example, assuming a normal Monday to Friday working week, an employee applying for five working days LSL for the period Monday 15 June 2009 to Friday, 19 June 2009, returning to work on Monday 22 June 2009, will need to record Monday 15 June as the first day of absence and Friday, 19 June as the last day of absence on the leave application form. The total leave deducted will be seven calendar days (5 days x 1.4).

For example, assuming a normal Monday to Friday working week, an employee requesting two days LSL on Friday 19 June 2009 and Monday 22 June 2009 returning to work on Tuesday 23 June will need to record Friday 19 June and Monday 22 June as single LSL days on the application form. If these two days are standard working days (7.5 hours per day) they are deducted as 1.4 calendar days each (total of 2.8 calendar days) as per the above conversion.

32.4 Long service leave broken by periods of annual leave

32.4.1 A period of LSL must not be broken by a period of annual leave unless:

- the annual leave is required to cover an employee's continued absence after all current LSL entitlements have been exhausted and pending a further entitlement due; or
- the employee has been directed to take annual leave by ReturnToWorkSA.

32.4.2 However, if for example an employee requests to take every Friday off as LSL for a period of 12 months and then subsequently applies for a period of 2 weeks annual leave, each single day (in this case, each Friday) constitutes a stand-alone period and is not considered to be broken by a period of annual leave.

32.5 Employees may request in writing to have their accrued long service leave paid out - limited to a minimum of seven calendar days and a maximum of three months and subject to written approval by ReturnToWorkSA.

33 Bereavement leave

33.1 An employee, other than a casual, is entitled to up to three (3) days bereavement leave on any occasion on which a family member dies or is seriously ill.

33.2 An employee may also access up to three (3) days of their existing Personal Leave entitlement to augment bereavement leave, in special circumstances such as, but not limited to where:

1. The employee has direct caring responsibility for the family member or;
2. Attendance requires extensive travel;
3. The employee is the sole executor of the family member's estate.

33.3 ReturnToWorkSA may require the employee to provide satisfactory evidence of the death or serious illness of the family member, in relation to an application for bereavement leave. If an application for Personal Leave to augment bereavement leave is received, satisfactory evidence relating to 2 and 3 above may also be required.

34 Cultural and religious leave

34.1 Employees may access their accrued annual leave or flexi-time for days of cultural or religious significance.

34.2 Approval is at ReturnToWorkSA's discretion.

34.3 The leave must be taken at a time mutually convenient to ReturnToWorkSA and the employee with reasonable notice given.

35 Military leave

35.1 Employees may be granted paid military leave to attend compulsory training camps as a member of the Australian Defence Force.

35.2 Up to 14 calendar days in any year of service may be granted for one camp of continuous training. Further calendar days in any year of service for additional

compulsory training (not necessarily continuous) are granted by approval from ReturnToWorkSA.

35.3 The applicant is required to produce a statement from the Australian Defence Force.

36 Leave for official sporting events

36.1 Employees may be granted paid leave if they are selected to compete or officiate at international or national sporting competitions.

36.2 Approval is at ReturnToWorkSA's discretion.

36.3 Leave applications must be accompanied by a copy of official advice as to selection and a copy of the official itinerary.

37 Leave for blood donors

37.1 Employees may be granted paid leave to donate blood during normal business hours.

37.2 Approval is at ReturnToWorkSA's discretion.

37.3 Employees are expected to attend at times most convenient for operational efficiency.

38 Leave without pay

38.1 Employees may be granted leave without pay in certain circumstances for private purposes.

38.2 Approval is at ReturnToWorkSA's discretion.

38.3 As per clause 49, leave without pay granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose.

39 Urgent special leave

39.1 Employees may be granted paid urgent special leave to provide for unplanned, urgent or emergency situations requiring them to take leave where they do not have accrued annual leave or personal leave.

39.2 Approval is at ReturnToWorkSA's discretion.

39.3 Leave is limited to three days in any year of service (non cumulative). The manager may exercise some discretion in extreme circumstances to exceed three days.

40 Trade union training leave

40.1 Employees who are members of the PSA or are Office Stewards/Job Representatives are eligible for nomination to attend trade union training courses approved by the Workers' Educational Association of South Australia Incorporated or other trade union training courses agreed between ReturnToWorkSA and the Industrial Association.

40.2 All nominations for attendance on courses must be made by the Industrial Association.

40.3 Approval to attend such courses is subject to:

40.3.1 a certificate of eligibility signed by the General Secretary of the Industrial Association; and

40.3.2 the proviso that the employee can be released by ReturnToWorkSA. In deciding approvals the work of ReturnToWorkSA must be a priority and the approval may be withdrawn at any time if deemed necessary.

40.4 Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two (2) calendar years, to be calculated from the date the employee was first granted leave to attend a trade union training course. Time off with pay in excess of this amount may be granted in special circumstances at the discretion of ReturnToWorkSA but in no case will the amount exceed 20 working days during two (2) years. ReturnToWorkSA will not be responsible for any other costs relating to attendance at a course.

40.5 ReturnToWorkSA will maintain adequate records of time off showing the extent of each authorised absence, and attendances should be verified.

41 Office steward/job representative

41.1 Upon receiving written advice from the Branch Secretary or Secretary of the Industrial Association, as the case may be, that one or more members have been appointed or elected to act as office steward or job representatives, ReturnToWorkSA will recognise person(s) as the accredited representative of the appropriate Industrial Association.

41.2 ReturnToWorkSA will allow reasonable and sufficient paid time during working hours for representatives to discuss matters pertaining to the duties of an office steward or job representative as defined by the rules and/or by laws of the respective Industrial Association or the associated body with all employees, Industrial Association officers and ReturnToWorkSA.

41.3 ReturnToWorkSA will also allow an office steward or job representative reasonable and sufficient time during working hours to distribute authorised information and literature from the Industrial Association.

42 Amenities

42.1 ReturnToWorkSA will provide a luncheon room of a size adequate for use by its employees.

42.2 ReturnToWorkSA will provide a separate first aid/rest room which is suitably located and is convenient to access, well lit and ventilated and readily accessible to sanitary accommodation.

43 Dispute resolution

43.1 Any decision made under this Agreement may be reviewed on request by an aggrieved employee, except that decisions of ReturnToWorkSA relating to the termination of employment shall only be reviewable pursuant to the applicable legislation.

- 43.2 An employee may seek the advice, assistance and representation of an appointed office steward/job representative or other representative at any stage.
- 43.3 Without prejudice to any party, ongoing work responsibilities will continue as usual in accordance with the Agreement and ReturnToWorkSA's policies while the subject matter of the grievance is dealt with in accordance with this procedure.
- 43.4 The procedure will be as follows:
- 43.4.1 The employee should firstly discuss with the manager or decision maker any matter affecting them in which the grievance, dispute or likely dispute exists, in an informal manner;
 - 43.4.2 If the grievance or dispute is not resolved, the employee should refer the matter to the relevant Executive Management Team member who shall arrange a conference of the parties;
 - 43.4.3 This process shall be commenced within three (3) days of the grievance dispute or likely dispute or within such longer or shorter period as agreed by the parties;
 - 43.4.4 If the matter is not resolved the parties will refer the matter to the CEO or the CEO's nominated representative for decision;
- 43.5 If a dispute in relation to a matter between the parties is unable to be resolved at the workplace, and all agreed steps for resolving it as detailed above have been taken, the parties agree that the dispute may be referred to the South Australian Employment Tribunal ("SAET").
- 43.6 The parties agree that the SAET may perform or exercise such functions or powers with respect to assisting the parties in the resolution of the matter by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration as the Commissioner might otherwise exercise under s82 of the *Fair Work Act 1994*.
- 43.7 Any dispute referred to the SAET under this clause should be dealt with by a member nominated by the President of the SAET.
- 43.8 The parties agree that the decision of the SAET will bind the parties, subject to either party exercising a right of appeal against the decision to the Full SAET.
- 43.9 If the Industrial Association reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the Industrial Association may seek redress to the SAET in relation thereto.

44 Probation

- 44.1 Appointments of new employees may be subject to a probationary period of up to six (6) months.

44.2 The employment of a person appointed on probation may be terminated by either party at any time during the probation period by two (2) weeks notice or payment in lieu provided that:

- 44.2.1 the decision to terminate is directly related to the employee's conduct or performance.
- 44.2.2 any concerns regarding conduct are raised with the employee and they have had an opportunity to respond and show improvement.
- 44.2.3 none of the provisions in this sub-clause limit the right of ReturnToWorkSA to summarily dismiss an employee for conduct which would warrant such action.

45 Police checks

45.1 Police checks will be introduced as part of the Internal Fraud and Corruption Control Plan. The policy in relation to the police checks for existing staff will be agreed to by the parties bound by the Agreement and it will be consistent with the following principles:

- That information collected by Police Checks is not treated as proof of an employee's character and propensity to act dishonestly at work.
- Guidelines will be agreed by all parties to this Agreement to ensure that employees with information of concern collected by Police Checks:
 - are treated fairly and justly and with concern for natural justice;
 - do not have their career prospects limited due to direct or indirect consequences of the results of their Police Checks;
 - have all alternative options explored which minimise the impact on their employment. These need to be exhausted before dismissal is considered.
- Police checks will only be initiated after consultation with the People and Communications Group and employees in the affected positions.
- All information collected by Police Checks remains the property of the person who is the subject of the Police Checks. No copies of Police Checks are to be made by ReturnToWorkSA and information contained in the Police Checks must only be revealed to those agreed to in the Policy and must be treated by those persons with the strictest confidentiality.

46 Transfer to alternative position

46.1 Employees may be substantively transferred to an alternative position at their appointed level subject to:

- 46.1.1 a minimum of four weeks' notice in writing or a shorter period if agreed to by ReturnToWorkSA and the employee;
- 46.1.2 the duties of the alternative position being consistent with the employee's education, experience, skills and competencies;
- 46.1.3 no transfer of employment taking effect against an employee's will until such time as all of the provisions of the Dispute Resolution Procedure have been concluded in relation to any dispute arising out of a proposed transfer.

47 Casual employment

- 47.1 A casual employee means an employee who is engaged and paid as such on an hourly basis.
- 47.2 ReturnToWorkSA may employ persons on a casual basis for the purpose of meeting particular and short term needs.
- 47.3 A casual employee will be paid at an hourly rate which will be not less than the appropriate rate for the classification of the duties being performed, plus a loading of 25 per cent. The loading is in lieu of all paid leave (except long service leave) and public holidays not worked to compensate for the nature of casual employment. All other conditions in this agreement will apply to casual employees unless specifically excluded.
- 47.4 Where a casual employee works overtime or on a public holiday, the casual rate will be the base upon which the appropriate penalty rate is applied.
- 47.5 Where an employee is to be engaged for more than 6 months, consultation will occur with the Consultative Group prior to that decision being put into effect.

48 Fixed term employment

- 48.1 ReturnToWorkSA is able to offer positions on fixed term contracts of employment.
- 48.2 Fixed term contracts will normally apply for specific projects, periods of extended leave or where the function is of temporary nature or subject to review.
- 48.3 A person may be engaged as a term employee for duties required for the carrying out of a project of a duration not exceeding 5 years and the engagement may be extended, but not so that the term extends beyond the duration of the project.
- 48.4 A person may be engaged as a term employee for a specified term for duties required to be performed because of the absence of another employee and/or while selection processes are conducted in respect of the duties and the engagement may be extended but not so that the term extends unreasonably beyond the absence of the employee and the completion of the selection processes.
- 48.5 A person may be engaged as a term employee for a specified term not exceeding 2 years for duties that are subject to review or are otherwise of a temporary nature and the engagement may be extended but not so that the term extends beyond a total of 2 years.
- 48.6 A person engaged as a term employee may be offered ongoing employment provided the person's original appointment was through an appropriate selection process.

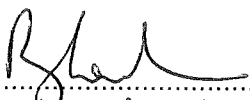
49 Leave without pay counting for service

- 49.1 Leave without pay (including unpaid parental leave) granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose, other than unpaid personal leave certified as having been caused by an illness arising from a pregnancy or birth.

50 Additional Injury and Income Protection for Work Injuries

50.1 The parties agree on the provision of income protection for injured employees as set out in Appendix B of this Agreement.

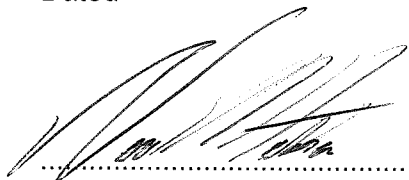
Signed for and on behalf
of the ReturnToWorkSA Corporation


.....
Signature ROB CORDINER

CEO
.....
Title

1.6.2018
.....
Dated

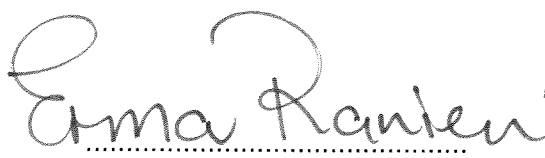
Signed for and on behalf of the
Public Service Association of SA


.....
Signature

General Secretary
.....
Title

7.6.2018
.....
Dated

Signed for and on behalf of the
Chief Executive of the Department of the
Premier and Cabinet
(declared employer for the purposes of the
Fair Work Act 1994 (SA))


.....
Signature

A/CE-DPC
.....
Title

8.6.2018
.....
Dated

51 Appendix A - Remuneration system

The following outlines the system features and provisions.

51.1 Classification system

The Mercer CED Job Evaluation tool will be used to evaluate positions to place them in one of the Grades. The evaluation points for each Grade are:

Grade	Award classification	Evaluation Points Range	Midpoint
5	Level 7	331 – 420	375
4	Level 6	241 – 330	285
3	Level 4 and 5	181 – 240	210
2	Level 2 and 3	121 – 180	150
1	Level 1	70 – 120	95

Any position evaluated at 421 points or more will be classified as a Senior Officer position (covered by individual agreements).

51.2 Salary ranges

The salary ranges in the remuneration system have been established for each Grade using General Market base salary information. The salary range for each Grade is +/- 7.5% from the midpoint. Each Grade will consist of seven (7) salary points based on the minimum, midpoint and maximum.

51.3 Classification and salary range structure

With effect from the first full pay period in August 2018, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$100,107	\$102,768	\$105,416	\$108,075	\$110,738	\$113,384	\$116,045
4	\$84,136	\$86,365	\$88,592	\$90,819	\$93,047	\$95,275	\$97,502
3	\$69,415	\$71,251	\$73,088	\$74,927	\$77,064	\$78,900	\$80,737
2	\$57,075	\$58,578	\$60,086	\$61,588	\$63,091	\$64,597	\$66,102
1	\$45,793	\$46,992	\$48,178	\$49,380	\$50,581	\$51,767	\$52,968

With effect from the first full pay period in August 2019, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$101,907	\$104,568	\$107,216	\$109,875	\$112,538	\$115,184	\$117,845
4	\$85,936	\$88,165	\$90,392	\$92,619	\$94,847	\$97,075	\$99,302
3	\$70,915	\$72,751	\$74,588	\$76,427	\$78,864	\$80,700	\$82,537
2	\$58,575	\$60,078	\$61,586	\$63,088	\$64,591	\$66,097	\$67,602
1	\$47,293	\$48,492	\$49,678	\$50,880	\$52,081	\$53,267	\$54,468

With effect from the first full pay period in August 2020, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$103,436	\$106,137	\$108,824	\$111,523	\$114,226	\$116,912	\$119,613
4	\$87,225	\$89,487	\$91,748	\$94,008	\$96,270	\$98,531	\$100,792
3	\$71,979	\$73,842	\$75,707	\$77,573	\$80,047	\$81,911	\$83,775
2	\$59,454	\$60,979	\$62,510	\$64,034	\$65,560	\$67,088	\$68,616
1	\$48,002	\$49,219	\$50,423	\$51,643	\$52,862	\$54,066	\$55,285

These rates reflect increases of \$1,500 (for salaries less than or equal to \$75,000) or \$1,800 (for salaries greater than \$75,000) in 2018 and 2019, and 1.5% in 2020. These increases will be applied to all employees including those whose current salaries are above the maximum of their classification. Note: where the prescribed \$1,500 or \$1,800 is less than 1.5% of salary, an 1.5% increase will apply.

51.4 Special Circumstances

The Executive Management Team may decide, due to prevailing market pressures and/or strategic imperatives, to increase remuneration or to provide remuneration above the salary ranges in this Agreement for employees in certain positions, or in groups of positions. A signatory to this Agreement, may request an IT market rates survey to be undertaken to inform the Executive Management Team's consideration once during the life of this Agreement.

51.5 Higher duty provisions

Higher duties allowance will be paid where an employee is required to perform the duties of a position at a higher grade or where undertaking the delegations of a role which is at a higher grade for 5 or more consecutive working days.

The higher duties allowance will be paid based on the difference between the employee's existing salary and the minimum of the respective grade of the higher position (or the equivalent proportion of the difference based on the duties being performed) or a flat 3% whichever is the greater.

Where an employee has been assigned higher duties in accordance with this clause, and the period of assignment includes a period of paid leave, the higher duties allowance will continue to be paid provided:

- (a) the allowance is being paid on the day prior to the commencement of leave; and
- (b) the higher duties would have continued were it not for the period of leave.

Periods of higher duties will be taken into consideration should an employee be appointed at the higher level.

51.6 Promotion

Employees receiving a promotion to a new Grade will receive an increase on their current salary level to at least the minimum of the higher Grade. If the employee can demonstrate a level of competency based on prior experience or has undertaken the competencies of the new grade, the employee may negotiate with the applicable manager a higher commencing pay point.

52 Appendix B – Injury and Income Protection Policy

52.1 Preamble

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

52.2 Funding Arrangements

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

52.3 Administration of this Policy

- 52.3.1 The responsibility for administering this policy is vested in the Chief Executive or delegate.
- 52.3.2 In administering this policy the Chief Executive shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

52.4 Definitions

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

52.5 Mutual Obligations

- 52.5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—

- a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
- b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.

52.5.2 A worker while in receipt of benefits pursuant to this policy must—

- a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
- b) without limiting paragraph a)-
 - i. participate and cooperate in the establishment of a recovery/return to work plan; and
 - ii. comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the Return to Work Act 2014) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- d) return to suitable employment when reasonably able to do so; and
- e) take reasonable steps to mitigate any possible loss on account of the work injury.

52.6 Return to Work Commitment

52.6.1 Whereas:

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

52.7 Coverage and Benefits – Injuries on or after 1 July 2015

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

- a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- b) the injury—

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

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

52.7.3 A redemption of medical expenses referred to in 52.7.2.

52.7.4 In the case of financial support:

- a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
- b) A redemption of 52.7.4a).

52.8 Coverage and Benefits 1 July 2015

52.8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 52.7.1a) and b); and

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

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

will be provided on the following basis:

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

52.8.3 A redemption of medical expenses referred to in 52.8.2.

52.8.4 In the case of financial support:

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

b) a redemption of 52.8.4a); or

c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.

52.8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.

52.9 Work Capacity Review Provision - as referred to in 52.7.4a) and 52.8.4a)

52.9.1 In regard to 52.7.4a) and 52.8.4a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:

a) having no current work capacity; and

b) likely to continue indefinitely to have no current work capacity;

Or

c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.

52.9.2 A review of the assessment of a worker under 52.9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.

52.9.3 An assessment under 52.9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.

52.9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:

- a) having no current work capacity; and
 - b) likely to continue indefinitely to have no current work capacity.
- 52.9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 52.9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 52.9.7 The employer, upon receipt of an application under 52.9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 52.9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 52.9.8 The employer:
- a) must within 90 days of receiving an application under 52.9.6, make or refuse to make a decision under 52.9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph b)); and
 - b) must not refuse to make a decision under 52.9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
 - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
 - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 52.9.9 If the employer makes a decision under 52.9.7, the worker is entitled to financial support in accordance with clause 52.7.4 (for injuries occurring on or after 1 July 2015) or 52.8.4 (for injuries occurring prior to 1 July 2015).
- 52.9.10 The entitlement to financial support under 52.9.9 continues until—
- a) the employer ceases to be satisfied as to the matters specified in 52.9.7; or
 - b) the worker otherwise ceases to be entitled to financial support under this policy.

52.10 Ceasing of Benefits

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

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

- a) Has "returned to work" under the *Return to Work Act 2014*; or
- b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 52.9.1 of this policy; or
- c) Fails to comply with the Mutual Obligations of this policy; or
- d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
- e) Retires, resigns or is terminated from employment; or
- f) Is in receipt of income or other financial benefits in lieu of wages; or
- g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

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

52.11 Provisions Applicable to Medical Expenses

52.11.1 In the case of 52.7.2 and 52.8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

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

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

