

**SOUTH AUSTRALIAN  
GOVERNMENT WAGES PARITY  
(METAL TRADERS)  
ENTERPRISE AGREEMENT 2005**

**File No. 1616 of 2007**

**CONSOLIDATED AGREEMENT AS AT  
23 MAY 2007 AS SUPPLIED BY THE PARTIES  
AND INCORPORATING ALL AMENDMENTS  
SINCE THE AGREEMENT WAS CREATED AS  
AN INSTRUMENT UNDER THE FAIR WORK  
ACT 1994 ON 1 APRIL 2007**

**SOUTH AUSTRALIAN GOVERNMENT WAGES PARITY  
(METAL TRADES) ENTERPRISE AGREEMENT 2005**

**1. AGREEMENT TITLE**

This Agreement will be known as the South Australian Government Wages Parity (Metal Trades) Enterprise Agreement 2005.

**2. TYPE OF AGREEMENT**

The agreement is created under Schedule 1 of the *Statutes Amendment (Public Sector Employment) Act 2006* and deemed to be an agreement under the *Fair Work Act 1994*.

**3. ARRANGEMENT**

This Agreement is arranged as follows:

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

This Agreement is binding upon:

4.1 The South Australian Government Departments and Instrumentalities named as follows in respect of their employees employed on work covered by this Agreement whether members of the organisations mentioned or not:

- \* Department of Treasury and Finance
- \* Department of the Premier and Cabinet
- \* Department of Further Education, Employment, Science and Technology
- \* Department for Environment and Heritage
- \* Department of Health
- \* South Australia Police
- \* Department of Primary Industries and Resources
- \* Department for Transport, Energy and Infrastructure.

4.2 The incorporated hospitals and incorporated health centres pursuant to the *South Australian Health Commission Act 1976 (SA)*, as listed below in respect of their employees employed on work covered by this Agreement whether members of the organisations mentioned or not:

- \* Central Northern Adelaide Health Service Incorporated
- \* Children, Youth and Women's Health Service Incorporated

- \* Gawler Health Service Incorporated
- \* Intellectual Disability Services Council Incorporated
- \* Julia Farr Services
- \* Metropolitan Domiciliary Care
- \* Mount Gambier and Districts Health Service Incorporated
- \* Northern Yorke Peninsula Health Service
- \* Port Lincoln Health Services Incorporated
- \* Pt Augusta Hospital and Regional Health Services Incorporated
- \* Pt Pirie Regional Health Service Incorporated
- \* Southern Adelaide Health Service Incorporated
- \* The Whyalla Hospital & Health Service Incorporated
- \* Waikerie Health Services Incorporated.

4.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, their officers and members.

4.4 The Australian Workers' Union - Greater South Australian Branch, their officers and members.

4.5 The Electrical Trades Union of Australia - South Australia Branch, their officers and members.

4.6 Public employees whose employment is governed by the Metals Award and who are employed in an agency (or part of an agency) or health unit specified above.

## **5. DURATION OF THE AGREEMENT**

5.2 This Enterprise Agreement may be referred to as the South Australian Government Wages Parity (Metal Trades) Enterprise Agreement 2005.

5.4 The term of this Enterprise Agreement will commence operation on 31 December 2004 and will have an expiry date of 30 December 2007.

## **6. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

6.1 In addition to this Agreement, the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007 and its successors is binding on the employer.

6.2 This Agreement will prevail to the extent of any inconsistency between this Agreement and the above named Award.

6.3 This Agreement supersedes and replaces all previous Certified Agreements, Enterprise Agreements and any other local agreements in their entirety, to the extent that those Agreements applied to the employees covered within the scope of this Agreement.

6.4 This Agreement supersedes and replaces each of the Federal –Electricians s170MX Award 2005 made between the employer parties to this Agreement and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

6.5 Upon commencement of the term of this Agreement, the provisions of the South Australian Government Wages Parity (Federal) Enterprise Agreement 2002 will be superseded by this Agreement, to the extent of its application to employees covered in the scope of this Agreement, unless expressly saved.

## **7. OBJECTS AND COMMITMENTS**

7.1 The objects of this Agreement are:

7.1.1 to maintain wages parity and increases in accordance with this Agreement for weekly paid employees bound by this Agreement and employed in positions classified at the same level;

7.1.2 to remove impediments to the mobility of employees amongst the agencies;

7.1.3 to acknowledge the extension of operation of the (State) Memorandum of Understanding (MOU) from date of approval by the Commission until 30 December 2007;

7.1.4 for this Agreement to supersede the South Australian Government Wages Parity (Federal) Enterprise Agreement 2002.

7.2 In making and applying this Agreement, the parties are committed to:

7.2.1 the continued evolution of the SA public sector as a dynamic and customer responsive entity;

7.2.2 the recognition that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the service and to provide quality services to clients;

7.2.3 consultation in the development and implementation of State public sector, and agency based reform and change programs; and

7.2.4 employment security for employees bound by this Agreement until 36 months from date of certification by the Commission.

7.3 Issues of Government policy, service levels, Commissioner for Public Employment (SA) Standards, directions, circulars and guidelines, Chief Executive Determinations and resource allocation fall outside the parameters of this Agreement. Employees should, wherever possible, be kept informed of these issues.

## **8. DEFINITIONS & INTERPRETATION**

8.1 In this Agreement, unless the contrary intention appears:

\* Act means the Fair Work Act 1994 (SA)

\* Administrative Unit means an administrative unit established under the Public Sector Management Act 1995 (SA) and includes an administrative unit established while this Agreement remains in force.

\* Agency means an agency referred to in clause 5.1 above.

\* Association means an association party to this Agreement.

\* CE, DPC means the Chief Executive of the Department of the Premier and Cabinet, delegate thereof, or person

holding or acting in that position, or such other person as may from time to time be declared the employer of public employees for the purposes of the Public Sector Management Act 1995.

\*

\* Chief Executive means the person who is the principal administrative officer within the named agency, or delegate thereof.

\* Commission means the Industrial Relations Commission of South Australia.

\* CPE means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment.

\* Electrician includes an electrical fitter, electrical mechanic, electrician special class, plant electrician, senior electrical tradesperson or electronics instrumentation tradesperson who has completed a recognised electrical trade qualification or relevant post-trade qualifications and possesses an unrestricted electrical workers licence.

\* Employer means the applicable employer bound by this Agreement, or delegate thereof.

\* Employee means an employee bound by this Agreement. Employee Representative includes a union as defined herein.

\* Enterprise Agreement or Agreement (unless otherwise specified) means the South Australian Government Wages Parity (Metal Trades) Enterprise Agreement 2005.

\* Family member means

- (a) a spouse;
- (b) a child;
- (c) a parent;
- (d) any other member of the person's household;
- (e) any other person who is dependent on the person's care;

Industrial Action has the same meaning as the Fair Work Act 1994.

- \* MERSITAB means the Metal, Engineering and Related Services Industry Training Advisory Board.
- \* Metals Award means the South Australian Government Departments and Instrumentalities (Metal Trades) Award 1999.
- \* Particular Agency means the agency or entity specifically referred to in the relevant clause.
- \* Party/Parties means the persons and entities referred to in clause 5 of this Agreement.
- \* Pegged employee is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.
- \* PSM Act means the Public Sector Management Act 1995 (SA).
- \* Public employee means an employee bound by this Agreement.
- \* Salary Sacrifice Agreement (SSA) means a formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- \* Training Package means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (e.g. Public Sector Training Package.; The Community Services Training Package; and the Health Industry Training Package).
- \* Union means an organisation of employees.
- \* Voluntary Flexible Working Arrangement ('VFWA') means a working arrangement of a type dealt with in Commissioner's Standard 3.1 - Voluntary Flexible Working Arrangements, and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency.
- \* Wage Rate means the periodic wage payable to an employee, and a reference to payment of wages includes a reference to payment of wages on a weekly basis.

8.2 Subject to this clause, this Agreement will be read and interpreted in conjunction with the South Australian



Government Departments and Instrumentalities (Metal Trades) Award 1999 and its successors.

8.3 A clause in this Agreement will prevail over any provision in the Metals Award referred to in the preceding sub-clause to the extent of any inconsistency.

8.4 The Objects and Commitments clause will apply to the interpretation and operation of this Agreement.

8.5 The Appendices form part of this Agreement.

8.6 In relation to Appendix 2:

a) A clause in Appendix 2 will prevail over any other clause of this Agreement to the extent of any inconsistency;

b) For the purpose of the interpretation or application of a clause in Appendix 2 to this Agreement, the parties and the Commission will have regard to the context within which the clause appeared in previous Agreements; and

c) Clauses in Appendix 2 will only apply to the particular agency, part of the agency or named employees of the agency to which it refers, unless the clause otherwise provides.

8.7 Words and expressions that are defined in South Australian or Commonwealth legislation will, unless a contrary intention is specifically indicated, have the same respective meanings in this Agreement.

8.8 In this Agreement, references to statutes includes regulations made under those statutes and all statutes amending consolidating or replacing the statutes referred to.

8.9 The headings and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Agreement nor in any way affect this Agreement.

## **9. MEMORANDUM OF UNDERSTANDING**

9.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and unions which are signatories to the 1996 Memorandum of Understanding

(MOU) each hereby acknowledge their recommitment to that MOU to the following effect:

9.1.1 The operation of that MOU will be extended up to and including

30 December 2007, but only in relation to the persons, entities and unions referred to in Clause 4 hereof;

9.1.2 There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and

9.1.3 The terms of the MOU do not form part of this Enterprise Agreement.

9.1.4 The terms of the MOU, excluding income maintenance provisions, will have application to the union parties to this Enterprise Agreement notwithstanding that such unions are not signatories to the MOU.

9.2 For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided for in Attachment A to this Agreement. The terms of the attachment are included only for the purpose of information and does not form part of this Agreement.

## **10. FRAMEWORK AGREEMENT**

10.1 Framework Agreement means the document titled "South Australian Public Sector Enterprise Bargaining Framework (Federal) Agreement" made as between Her Majesty the Queen in Right of the State of South Australia, South Australian Government Agencies and Public Sector Unions, operative from 3 December, 1993.

10.2 The Framework Agreement ceased to have effect following the certification of the South Australian Government Wages Parity (Federal) Enterprise Agreement 1999 and will not have any effect following the making of this Agreement.

10.3 The provisions of the Commissioner's Standard 2 - "Quality Staffing" issued on 23 December 2006 (previously Commissioner for Public Employment Public Sector Management Act Direction 3), as amended from time to time, apply for the life of this Agreement.

## **11. SIGN-ON PAYMENT**

11.1 A one-off Certified Agreement sign-on payment of \$500 gross will be made to each full time employee (pro-rata for part time employees) who is employed at the time of certification of this new agreement. That payment will not be regarded as a precedent; will not count for any other purpose whatsoever; and will be payable as soon as reasonably practicable after certification.

## **12. WAGE ADJUSTMENTS**

12.1 Except as provided by this clause, the wage rates payable to employees are those detailed in Appendix 1: Parity Wages, which provides for wage rates which will operate on and from the dates specified namely:

\* From the first full pay period commencing on or after 31 December 2004; and

\* From the first full pay period commencing on or after 31 December 2005; and

\* From the first full pay period commencing on or after 31 December 2006.

12.2 The wage payable to an employee as at the applicable date will not reduce by reason of the wage schedule in this Agreement.

12.3 The parties acknowledge that the wage rates detailed in Appendix 1: Parity Wages include the following agreed minimum wage adjustment applicable to the classifications in that Appendix:

\* \$30.00 per week from the first full pay period commencing on or after 31 December 2004; and

\* \$30.00 per week from the first full pay period commencing on or after 31 December 2005; and

\* \$30.00 per week from the first full pay period commencing on or after 31 December 2006.

12.4 This sub-clause applies to pegged employees:

12.4.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Agreement, unless the increase to the substantive rate of

pay for an employee's classification or position brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.

12.4.2 Once the rate of pay for a pegged employee's classification equals or exceeds the employee's pegged rate, the employee will for all purposes, be regarded as not being subject to a pegged rate of pay.

### **13. ALL PURPOSE METAL TRADES MAINTENANCE ALLOWANCE**

13.1 Employees bound by this Agreement will be paid a new all-purpose metal trades maintenance allowance of \$50.00 per week from the first full pay period on or after 31 December 2004, and for the life of the Agreement, on the basis that:

13.1.1 The new allowance replaces the allowances and associated conditions provided by each of the following Clauses contained in the South Australian Government Departments and Instrumentalities (Metal Trades) Award 1999:

- a) Clause 22.2.4 Industry Allowance, DAIS;
- b) Clause 22.3 Special Rates; and
- c) Clause 22.3.15 Special rates allowance specified hospitals.

13.1.2 The new allowance is in recognition of and compensation for working flexibly to meet customer service needs, working with changing technology, and for achieving the requirements of public sector building, metal and engineering maintenance service and infrastructure outcomes.

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

14.1 On-Call Allowances

14.1.1 Employees bound by this Agreement, who are rostered to be on-call of a night-time, will be paid an allowance for each night as follows:

- \* \$12.10 on and from 31 December 2004;
- \* \$12.50 on and from 31 December 2005; and

\* \$12.90 on and from 31 December 2006.

14.1.2 Employees bound by this Agreement, who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:

\* \$24.10 on and from 31 December 2004;

\* \$24.90 on and from 31 December 2005; and

\* \$25.70 on and from 31 December 2006.

#### 14.2 On-Call Conditions

14.2.1 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.

14.2.2 The frequency, duration, etc. of being on-call is to be established through consultation with the affected employees and if requested by the employees, their representatives, having particular regard to Occupational, Health and Safety considerations.

14.2.3 Employees who are on-call must be contactable whilst on-call but are not restricted to their residence.

14.2.4 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).

14.2.5 Existing telephone rental and business calls reimbursement provisions contained in the Metals Award, Determinations and other manuals of conditions of employment, etc. covering the employees bound by this Agreement are not affected by these provisions and will continue to apply.

#### 14.3 Recall to Work

14.3.1 Employees bound by this Agreement will be entitled to payment for all time worked, with a minimum of four (4)

hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.

14.3.2 Employees bound by this Agreement, will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.

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

a) reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or

b) permitted to use a taxi at the employer's expense to travel to and from the workplace; or

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

## **15. MEAL ALLOWANCE**

15.1 The parties to this Agreement agree that any employee entitled to be paid a Meal Allowance will be paid in accordance with the provisions and rate of reimbursement provided by Commissioner's Standard 3.2 - Remuneration - Allowances and Reimbursements.

## **16. SALARY PACKAGING ARRANGEMENTS**

16.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement ('SSA'). An SSA is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.

16.2 Subject to this clause, the wage payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the wage payable under the SSA, notwithstanding any other provision in this Agreement.

16.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the wage rate that would have been payable had the employee not entered into a SSA.

16.4 An employee's entitlement to superannuation will be based on the wage rate that would have been payable had the employee not entered into a SSA.

16.5 Where on cessation of employment, the employer makes a payment in lieu of notice, or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof will be based on the wage rate that would have been payable had the employee not entered into a SSA.

## **17. WORK LIFE FLEXIBILITY**

17.1 Voluntary flexible working arrangements

17.1.1 Voluntary Flexible Working Arrangements ('VFWA') provide mutual benefit to the employer and employee to balance work and other (including family) commitments.

17.1.2 A Chief Executive will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of the agency or particular workplace, and the employee's circumstances.

17.1.3 A Chief Executive will facilitate improved awareness of these arrangements and promote an examination of how they may apply to trade areas, including flexi bank and compressed weeks arrangements, for example four (4) day week.

17.1.4 This clause applies for the period an employee participates in a VFWA.

17.1.5 Subject to this clause, wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in this Agreement or any other relevant Award.

17.1.6 Where an employee is participating in a Purchased Leave model of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.

17.1.7 Where an employee is participating in a Compressed Weeks model of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

17.1.8 Where, on cessation of employment, where the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) will have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

17.1.9 The Commissioner for Public Employment will continue to promote, monitor and evaluate the use of Voluntary Flexible Working Arrangements within administrative units.

## 17.2 Paid maternity leave and paid adoption leave

17.2.1 An employee who is granted maternity leave or adoption leave that commences on or after the date of commencement of this Agreement will be entitled to the provisions of this clause.

17.2.2 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 weeks paid maternity leave.

17.2.3 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 weeks paid adoption leave.

17.2.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:



a) The total of paid and unpaid maternity/adoption/parental/ special leave is not to exceed 104 calendar weeks in relation to the employee's child.

For the purposes of this clause, child includes children of a multiple birth/adoption.

b) An employee will be entitled to 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.

17.2.5 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 two periods of six (6) weeks during the first 12 months of the commencement of the paid leave; or

b) to take the paid leave at half pay, in which case, notwithstanding any other Clause in this Agreement, the employee will be entitled, during the 24 weeks, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or

c) a combination of the above.

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

17.2.7 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 incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and that the medical certificate indicates that the illness has arisen from the pregnancy.

17.3 Return to work on a part time basis

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

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

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

b) at least six (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; and

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.

#### 17.4 Family carer's leave

17.4.1 Employees may access up to five (5) days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the Equal Opportunity Act 1984 (SA) or its successor and the Fair Work Act 1994.

17.4.2 This access is available if the following conditions are satisfied:

a) the employee must have responsibility for the care of the family member concerned; and

b) the employee produces satisfactory evidence of sickness of the family member, if requested.

17.4.3 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.

## 17.5 Reimbursement of reasonable child care costs

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

a) the prior period of 24 hours is to be calculated from the time at which the work is to begin.

b) the work, or the hours/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.

c) the reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

d) reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Provided that, where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.

e) the employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

17.5.2 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work, or hour/s for which less than 24 hours notice is given.

## 17.6 Reimbursement of reasonable travel costs

17.6.1 Subject to the remainder of this clause, where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be

entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs. Providing that:

- a) the work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee;
- b) the employee ordinarily uses public transport;
- c) travel is by the most direct or appropriate route;
- d) reimbursement of reasonable taxi costs, or kilometres travelled will be at a rate determined from time to time by the Commissioner for Public Employment; and
- e) the employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

## **18. WORKPLACE FLEXIBILITY**

18.1 An agency may negotiate and reach agreement at the workplace level with employees within that workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).

18.2 This clause applies to a proposal by an agency or employee/s within a workplace to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").

18.3 Where an agency or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the agency or employee/s, (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The agency will provide such information to such employee representative/s party to this Agreement that it believes may represent employees within the applicable workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Agreement.

18.4 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and

productivity; work and non-work impacts on individual affected employees; and whether the Proposal has policy implications across agencies in the public sector. Where such policy implications arise, the affected employee/s, or relevant employee representative/s party to this Agreement, may refer the Proposal to the CE, DPC for consultation with those employee/s and with relevant employee representative/s party to this Agreement.

18.5 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Agreement (including the Metals Award).

18.6 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Agreement.

18.7 A party to this Agreement may apply pursuant to the Act, to vary this

Agreement to add any Workplace Flexibility Agreement as a schedule to this Agreement, in line with the provisions of the Act. This is to remove any ambiguity or uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. Where appropriate, the parties agree that any such application will be dealt with in accordance with the Variation clause in this Agreement and will operate only in respect of the agency and workplace specified within the schedule.

## **19. TIME OFF IN LIEU (TOIL) ENTITLEMENTS**

19.1 An employee who accrues time off in lieu (TOIL) of overtime in accordance with the applicable Award cannot lose that entitlement.

19.2 Where an employee accrues TOIL, that entitlement must be taken as follows:

a) at a time agreed with the employer within 3 months of accrual; or

b) with the agreement of the employer, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time; or

c) at a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 5 days TOIL.

19.3 Where as a result of urgent and unavoidable work an employee has approval to work through their lunch break and is not entitled to any consequential loading or payment in respect of that period or the period of work until the break is taken, the employee is entitled to take that break at the earliest opportunity. Where such an employee is not able to take a break prior to the completion of their work that day or shift, the employee is entitled to accrue as TOIL the period of the break not taken.

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

20.1 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.

## **21. MINIMUM HOURS OF ENGAGEMENT**

21.1 A casual employee will be engaged for a minimum period of three hours, unless otherwise expressly agreed between the agency and the employee.

21.2 A part-time employee will be engaged for a minimum shift period of three hours, unless otherwise agreed between the agency and the employee.

21.3 Nothing in this clause affects the provisions in Clause 15 - On-call/ Recall, above.

## **22. OCCUPATIONAL HEALTH SAFETY AND WELFARE**

22.1 It is the mutual responsibility of the employer and employees to maintain a safe and healthy work environment in accordance with applicable legislation.

22.2 Achieving and maintaining applicable occupational health and safety and injury management standards and practices, will include:

- \* Supporting and engendering a safety culture within agencies;
- \* Promoting the importance of safe systems of work and the adoption of safe work practices;
- \* Developing a collaborative approach to risk identification and management;
- \* Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance;
- \* Introduction and maintenance of monitoring and reporting systems;
- \* Introduction and implementation of more flexible "return to work" options aimed at improving return to work performance;
- \* Identifying risks and reasonable measures to eliminate or minimise those risks;
- \* Participation in pro-active prevention strategies;
- \* Achieving improved outcomes from preventative, rehabilitation and return to work strategies; and
- \* Achieving a substantial reduction in the incidence of injuries.

22.3 In establishing and maintaining a safe and healthy work environment, an agency will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

## **23. TRAINING AND DEVELOPMENT**

23.1 It is to the mutual benefit to the employer and employee to provide planned human resource development and participation in relevant development opportunities (including accredited training).

23.2 The Commissioner for Public Employment has established a "Training and Development Advisory Forum". The Forum comprises representatives of the Commissioner for Public Employment and representatives drawn from agency and employee representatives, and will meet quarterly for the

purpose of providing strategic training and development advice to the Commissioner.

23.3 Agencies will implement the principles contained in the Guideline for Planned Human Resource Development and the Guideline for Individual Performance Development issued by the Commissioner for Public Employment, and that this process will continue to be monitored and evaluated by the Commissioner.

23.4 It is the responsibility of the Commissioner for Public Employment to monitor and report annually on:

a) the percentage of employees in administrative units with documented individual performance development plans;

b) the percentage of expenditure by administrative units on management and leadership development; and

c) the extent of implementation of accredited "Training Packages" within administrative units and the classification level of the employees involved.

23.5 The parties:

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

23.5.2 Note that the Commissioner's Standard 2 - "Quality Staffing" issued on 23 December 2006 (previously PSM Act Determination 2) This requires agencies to give consideration to existing employees of the agency or employees of other agencies within the portfolio grouping of agencies in filling vacancies of up to 6 months duration. All vacancies of more than 6 months duration must be advertised on the Notice of Vacancies, and applicants may only be sought from outside the public sector with the Commissioner's approval.

23.5.3 Acknowledge that the Commissioner for Public Employment will monitor the implementation and effect of that Public Sector Management Act 1995 (SA) Determination within administrative units during the life of this Agreement.

## **24. RECLASSIFICATION AND ADDITIONAL SKILLS**



24.1 Employees may develop and utilise required skills through in house training and on the job experience. These skills are in addition to skills that may be obtained through nationally accredited training, are pertinent to their agency's operations and may be required to be exercised on a regular and ongoing basis.

24.2 These skills may be fully utilised provided that such use is consistent with occupational health and safety requirements and that the employees concerned are trained and competent to perform the tasks involved.

24.3 The work value associated with such additional skills will be recognised in the classification of employees.

24.4 Assessment of the work value for reclassification will be reviewed in accordance with appropriate trade qualifications and/or a workplace assessment of job functions and skills profile undertaken by an accredited assessor and evaluated against the National Metal and Engineering Industry Competency Standards as issued and amended from time to time by the MERSITAB.

## **25. RECLASSIFICATION DATE**

25.1 Where an employee makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and that application is assessed in accordance with Clause 24 Reclassification and Additional Skills above, and is approved, the operative date for the application will be no earlier than the date of lodgement and no later than three calendar months from the date of lodgement.

## **26. CONTINUOUS IMPROVEMENT**

26.1 This Agreement recognises that the SA Public sector will continue to evolve as a dynamic and customer responsive entity.

26.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.

26.3 In the application of this Agreement, the parties acknowledge their commitment to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced

performance of the South Australian public sector and its agencies, including:

- \* facilitating ongoing improvements to service delivery and achievement of "best practice";
- \* facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-commerce and other technological advances;
- \* facilitating the assessment and reform of existing work processes and ongoing improvements to work practices;
- \* facilitating the achievement of an agency's performance goals and performance measures;
- \* supporting an agency requiring employees to participate in skills development and workplace related training/retraining (including accredited training);
- \* facilitating an agency identifying trends and assessing their relevance to its operations; and
- \* facilitating productivity and efficiency improvements to and improving career paths and development opportunities in the SA Public Sector and its agencies through the examination and implementation of shared services and service centres within the public sector. The parties acknowledge that any shared services initiative does not include shared services with private sector entities and commit to the principles in Appendix 4 in relation to the implementation of any shared service.

## **27. CONSULTATIVE PROCESSES**

27.1 The following consultative principles will apply:

27.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.

27.1.2 Employers agree to consult in good faith, not simply advise what will be done.

27.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate

consultation between the industrial parties occurs on a regular basis.

27.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.

27.1.5 Employee representatives will be given reasonable 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.

27.1.6 In relation to significant issues of public sector wide reforms the Government will consult with SA Unions (the former South Australian United Trades and Labour Council) in accordance with the above principles.

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

28.1 This procedure aims to avoid industrial disputes in the agencies covered by this Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.

28.2 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 without stoppage or the imposition of any ban, limitation or restriction and work will continue as it was prior to the dispute.

28.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

28.4 All parties have a right to seek representation in order to resolve any dispute.

28.5 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. At this stage, discussions may include representatives of the CE, DPC.
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28.6 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.

28.7 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.

28.8 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.

28.9 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.

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

## **29. REVIEWS**

29.1 Reviews will be undertaken by the CE, DPC and the relevant employee association(s) in a consultative manner and the outcomes will be distributed as discussion papers, including to employee representatives, for comment. Prior to any changed arrangements being finalised and implemented there must be agreement between the CE, DPC and the relevant employee association(s). If following completion of a review agreement cannot be reached, the CE, DPC or the relevant employee association may refer the issue to the Industrial Relations Commission of South Australia in

accordance with the Grievance and Dispute Avoidance Procedures in this Agreement.

29.2 The following issues will be reviewed during the life of this Enterprise Agreement.

29.2.1 The applicability of special leave and sick leave provisions outlined in Commissioner's Standard 3.4 - Leave (or its successor) to all weekly paid employees with a view to incorporating any outcome into the Conditions of Employment for Weekly Paid Employees Manual; and

29.2.2 A review of Job Delegates arrangements and facilities.

### **30. NO EXTRA CLAIMS**

30.1 This Agreement and its wages schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of the South Australian Government Wages Parity (Federal) Enterprise Agreement 2002 [AG821416], or which might have arisen from, or in the course of, that Agreement.

30.2 The parties undertake that for the period until the South Australian Government Wages Parity (Federal) Enterprise Agreement 2002 [AG821416], is superseded by this Agreement, neither jointly nor severally will any party make any application to- the Commission, nor demand upon any other party in respect of any matter dealt with, or arising out of, the Agreement.

30.3 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 General Application to Review Award Wages decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.

30.4 Subject to this clause, the employees and union undertakes 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 the principles of the *State Wage Case July 2005* [2005] SAIRComm 29.

### **31. VARIATIONS**

31.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CE, DPC or the unions as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.

31.2 The parties agree that amendments to this Agreement can be developed to facilitate:

- \* The implementation of a Workplace Flexibility Agreement;
- \* The implementation of any agreed outcomes from reviews identified as part of this Agreement; and
- \* Any other agreed changes within an agency.

31.3 The parties recognise that such amendments can be actioned throughout the life of this Agreement through Section 84 of the Fair Work Act 1994 (SA)

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

- \* is in respect of a part of, or a clause in a part of, Appendix 2; or will affect a particular agency(ies) referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency(ies) agree to the variation; or

- \* is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or

- \* is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the applicable employer and relevant employee representative/s party/ies to this Agreement agree to the variation.

## 32. SIGNATORIES

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Chief Executive, Department for Administrative and Information Services  
For the Queen in Right of the State of South Australia

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The Chief Executive Officer  
South Australian Department of Health  
For and on behalf of the incorporated hospitals and incorporated health  
centre parties

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Branch Secretary  
Australian Workers' Union - SA Branch

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Asst. State Secretary  
Australian Manufacturing Workers' Union (Automotive, Food, Metals,  
Engineering, Printing and Kindred Industries Union (Metals Division) S A  
Branch)

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Branch Secretary  
Communications, Electrical, Electronic, Energy, Information, Postal,  
Plumbing and Allied Services Union of Australia (Electrical Trades Union of  
Australia - South Australia Branch)

**APPENDIX 1: PARITY WAGES**

Classification		Current (per week)	First full pay period on or after 31 December 2004	First full pay period on or after 31 December 2005	First full pay period on or after 31 December 2006
Trainee Engineering Employee		\$510.90	\$540.90	\$570.90	\$600.90
Engineering Employee Level 1 (M14)	1	\$530.60	\$560.60	\$590.60	\$620.60
	2	\$540.60	\$570.60	\$600.60	\$630.60
	3	\$550.50	\$580.50	\$610.50	\$640.50
Engineering Employee Level 2 (M13)	1	\$560.40	\$590.40	\$620.40	\$650.40
	2	\$570.30	\$600.30	\$630.30	\$660.30
Engineering Employee Level 3 (M12)	1	\$580.30	\$610.30	\$640.30	\$670.30
	2	\$590.40	\$620.40	\$650.40	\$680.40
[Engineering Employee Level 4 (M11)	1	\$600.00	\$630.00	\$660.00	\$690.00
	2	\$610.10	\$640.10	\$670.10	\$700.10
[Engineering Employee Level 5 (M10) (Trade Rate)	1	\$622.60	\$652.60	\$682.60	\$712.60
	2	\$632.60	\$662.60	\$692.60	\$722.60
Engineering Tradesperson Level 2 (M9)	1	\$646.60	\$676.60	\$706.60	\$736.60
	2	\$657.80	\$687.80	\$717.80	\$747.80
Engineering Tradesperson Special Class I	1	\$677.60	\$707.60	\$737.60	\$767.60



Level 1 (M8)					
	2	\$689.20	\$719.20	\$749.20	\$779.20
Engineering Tradesperson Special Class Level 2 (M7)	1	\$708.30	\$738.30	\$768.30	\$798.30
	2	\$720.50	\$750.50	\$780.50	\$810.50
Engineering Tradesperson Special Class (Level 2A (M7A))	1	\$739.10	\$769.10	\$799.10	\$829.10
	2	\$751.80	\$781.80	\$811.80	\$841.80
Advance Engineering Tradesperson Level 1 (M6)	1	\$769.80	\$799.80	\$829.80	\$859.80
	2	\$783.30	\$813.30	\$843.30	\$873.30
					\$890.60
Advanced Engineering Tradesperson Level 2 (M5) 1	1	\$800.60	\$830.60	\$860.60	
	2	\$814.40	\$844.40	\$874.40	\$904.40
WMT-5A (Health only)	1	\$831.30	\$861.30	\$891.30	\$921.30
	2	\$845.30	\$875.30	\$905.30	\$935.30
Engineering Associate Level 1 (M4)	1	\$831.40	\$861.40	\$891.40	\$921.40
	2	\$845.90	\$875.90	\$905.90	\$935.90
Engineering Associate Level 2 (M3)	1	\$892.90	\$922.90	\$952.90	\$982.90
	2	\$908.60	\$938.60	\$968.60	\$998.60

## APPENDIX 2: AGENCY SPECIFIC CLAUSES

In relation to this Appendix:

A2.1 A clause in this Appendix will prevail over any other clause of this Agreement to the extent of any inconsistency;

A2.2 For the purpose of the interpretation or application of a clause in this Appendix, the parties and the Commission will have regard to the context within which the clause appeared in previous Certified Agreements; and

A2.3 Unless otherwise expressly provided the following clauses of this Appendix apply only to the particular agency to which the Part refers. Further, the clause will have effect only in respect of the named agency, employees within that agency, and unions with members within that agency.

Particular Agency of Application: South Australian Police Department Clause 11 -Time off in Lieu of Overtime

During the same pay period in which overtime is worked an employee may request equivalent time off in lieu of payment, and in such case the time off in lieu will be granted at a time mutually agreed between the employer and employee concerned. Where a time cannot be mutually agreed, the employee will be paid for the overtime worked. Time off in lieu is calculated on an hour for hour basis.

Particular Agency of Application: Department for Transport, Energy and Infrastructure

Clause 19 - Local Work Flexibility Changes

Voting on any issue or change which affects a limited number of employees will be restricted to the affected employees. The criteria that will be used in assessing the desirability of proposed changes will include:

- \* the impact on quality of life
- \* family responsibilities
- \* efficiency, productivity and quality
- \* financial impact on employees.

### **APPENDIX 3: WORKPLACE FLEXIBILITY AGREEMENTS**

### **APPENDIX 4: SHARED SERVICES PRINCIPLES**

1. The parties acknowledge that any shared services initiative does not include shared services with private sector entities. The following principles apply where an Employer or Agency party to this Enterprise Agreement proposes to implement a shared services arrangement:

a) Employment security protection for employees transferred from an Agency to a shared service will be in accordance with Clause 9

" Memorandum of Understanding", of this Enterprise Agreement.

b) An employee required to transfer from an Employer or Agency to a shared service agency (or division of an agency) will be entitled to the more favourable of the salary rates of the applicable Enterprise Agreement.

c) Where the employee's rate of pay exceeds the applicable rate of pay at the expiry of the industrial instrument which contains the more favourable rate of pay, that rate of pay will be pegged until the rate that is generally paid equals or exceeds that pegged rate of pay.

d) The terms and conditions of employment applicable to staff who are required to transfer to a shared service agency (or division of an agency) will be those generally applicable to employees covered under this Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.

2. The following Human Resource Principles will be applied:

a) All positions will have an agency endorsed job and person specification.

b) It is the intention that as many ongoing employees affected by the shared service initiative as possible from the existing structures be placed into the new structure at their substantive classification level to meet the requirements of the shared services structure.

c) Approval can be sought from the Commissioner for Public Employment to approve the filling of vacancies arising from

the shared service initiative outside of the requirements of Commissioner's Standard 2 - "Quality Staffing" issued on 23 December 2006 (previously PSM Act Determination 2) or its successors. This may include:

(i) Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only;

(ii) Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures;

d) Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Determination 3 or its successors.

e) Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by the relevant Agency prior to any transition process.

f) Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

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

## **ATTACHMENT A: INFORMATION ABOUT MOU**

This attachment is included for information only.

1. "Attachment C - Changes to Redeployment Practice" of the MOU is varied as follows with effect from 28 October 2004."

2. The following changes to redeployment practice presently prescribed in Public Sector Management Act Determination No. 3 (made on 19/03/03) have been agreed between the parties to take effect from 28 October 2004. The changes will apply to employees who are excess on or after 28 October 2004.

3. The following will be added to Commissioner's Standard No 2 - Quality Staffing, issued 23 December 2006 (previously PSM Act Determination 3):

\* Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with Commissioner's Standard No 2 - Quality Staffing (previously PSM Act Determination 2).

\* Where a redeployee is not placed in an alternative ongoing or long term position at the employee's substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency's requirements (or; in the case of existing unplaced redeployees from 28 October 2004. (The period of income maintenance, remains the same as that prescribed in Commissioner's Standard No 2 -Quality Staffing). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

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

\* The period of income maintenance will continue (up to the maximum entitlement) if an employee accepts an offer of an ongoing position classified below the redeployee's substantive classification. The redeployees rate of pay applying at the nominal end of the income maintenance

period will then be pegged at that amount until such time as the rate of pay for the new position equals or exceeds the pegged rate of pay.

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

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

5. The following will be added to Part 6 Redeployment Principles in Commissioner's Standard No 2 - Quality Staffing Attachment H (Direction No. 6).

\* Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.

\* If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal

circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No. 6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.

\* An excess employee will:

(i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;

(ii) attend interviews as requested and participate in them in a positive and constructive manner;

(iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);

(iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and

(v) comply with all attendance requirements.