

# SOUTH AUSTRALIAN GOVERNMENT WAGES PARITY (SALARIED) ENTERPRISE AGREEMENT 2010

File No. 02258/2012

Cross Reference File No. 07613/2009

## VARIATION ORDERS MADE PURSUANT TO SECTION 84 On 21 June 2012

1. **THAT** the Enterprise Agreement be varied as follows:
  - (a) Inserting Appendix 3.4 – Department of Environment and Natural Resources as appended hereto.
2. **THAT** the said variation will operate on and from 21 June 2012 and is to have a life for the balance of the currently approved Enterprise Agreement.

THE COMMISSION, PURSUANT TO SECTION 84 OF THE FAIR WORK ACT 1994, HEREBY APPROVES THIS VARIATION OF THE ENTERPRISE AGREEMENT.



DATED 21 FEBRUARY 2012

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COMMISSION MEMBER



**SOUTH AUSTRALIAN  
GOVERNMENT WAGES PARITY  
(SALARIED) ENTERPRISE  
AGREEMENT 2010**

**File No. 02258/2012  
Cross Reference File No. 07613/2009**

**CONSOLIDATED AGREEMENT AS AT  
21 JUNE 2012 AS SUPPLIED BY THE  
PARTIES AND INCORPORATING ALL  
AMENDMENTS SINCE THE ORIGINAL  
APPROVAL WAS GRANTED ON  
14 JANUARY 2010.**

**SOUTH AUSTRALIAN GOVERNMENT  
WAGES PARITY  
(SALARIED)  
ENTERPRISE AGREEMENT 2010**



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(Public Sector Workforce Relations)  
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## **1. ENTERPRISE AGREEMENT**

- 1.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the "South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010".
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 The term of this Enterprise Agreement shall be from 14 January 2010 until 30 June 2012.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment (CPE) PSM Act Standards, Directions, Circulars, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer parties undertake to, wherever possible, keep relevant employees informed of these issues.

## **2. OBJECTS AND COMMITMENTS**

- 2.1 The objects of this Enterprise Agreement are to:
  - 2.1.1 Enable the SA public sector agencies and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers;
  - 2.1.2 Effect wages parity and increases in accordance with this Enterprise Agreement for salaried employees bound by this Enterprise Agreement and employed in positions classified at the same level;
  - 2.1.3 Support South Australia's Strategic Plan, the South Australian Health Care Plan and the achievement of government and agency objectives;
  - 2.1.4 Advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
  - 2.1.5 Support workforce flexibility, mobility, development and performance;
  - 2.1.6 Acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement;
  - 2.1.7 Continue to apply to particular agencies terms as detailed in Appendix 2.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
  - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
  - 2.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
  - 2.2.3 Consultation in the development and implementation of public sector and agency based reform and change programs;
  - 2.2.4 Employment security for employees bound by this Enterprise Agreement for the life of this Enterprise Agreement;
  - 2.2.5 Obtaining the approval of the Industrial Relations Commission of South Australia to this Enterprise Agreement; and
  - 2.2.6 Existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Workplace Flexibility Agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the Commission.

### 3. INTERPRETATION

3.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i> ;
“administrative unit”	Means an administrative unit established under the <i>Public Sector Management Act 1995</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	Means an agency referred to in clause 4.2;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“association”	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise 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 to be the employer of public employees for the purposes of the Act;
“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;
“Commissioner’s Standard”	Means a Standard made, varied or substituted for by the CPE under the <i>Public Sector Management Act 1995</i> , and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPE after the commencement of the <i>Public Sector Act 2009</i> ;
“CPE”	Means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment, and will be read as the Commissioner for Public Sector Employment following the commencement of the <i>Public Sector Act 2009</i> ;
“employer”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Enterprise Agreement;
“employee representative”	Includes an association, as defined above;
“1996 Memorandum Of Understanding” and “MOU”	Means the document entitled “Memorandum Of Understanding” made as between the Government and public sector unions (including the associations) on 20 December 1996;
“particular agency”	Means the agency or entity specifically referred to in the relevant clause;
“party”	Means the persons, entities and associations referred to in clause 4;
“this Enterprise Agreement”	Means the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010;
“Voluntary Flexible Working Arrangement” and “VFWA”	Means a working arrangement of a type dealt with in Commissioner’s Standard 3.1 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
“weekly paid employee”	Means an employee covered by the <i>South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007</i> or the <i>South Australian Government Wages Parity (Plumbing, Metal and Building Trades) Enterprise Agreement 2008</i> or the <i>South Australian Metropolitan Fire Service Government Services Employees Enterprise Agreement 2009</i> (or applicable successor), and includes an employee whose rate of pay is specified in the applicable award or industrial instrument as a weekly rate.

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 Dental Officers Agreement (unregistered: dated 1980);
  - 3.2.2 Grant Funded Scientists (unregistered agreement: APESMA dated 2001);
  - 3.2.3 Medical Scientists (South Australian Public Sector) Award;
  - 3.2.4 Public Service (Recreation Leave Loading) Award;
  - 3.2.5 S.A. Public Sector Salaried Employees Interim Award;
  - 3.2.6 Visiting Dental Staff Agreement (unregistered: dated 1980).
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 2 Saved Clauses and Appendix 3 Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 2 and Appendix 3 will prevail over any other clause of this Enterprise Agreement to the extent of any inconsistency;
  - 3.6.2 In interpreting or applying a clause in Appendix 2 and Appendix 3, regard may be had, in the event of ambiguity or uncertainty, to the context within which the clause appeared in the relevant superseded Enterprise Agreement or was agreed (respectively); and
  - 3.6.3 Clauses in each part of "Appendix 2 Saved Clauses" will apply only to the particular agency to which the part refers, unless the clause otherwise provides; and clauses in any schedule in Appendix 3 Workplace Flexibility Agreements will apply only to the workplace specified in the schedule.
- 3.7 Where a clause or Appendix refers to a particular agency, unless otherwise specified, the clause or Appendix shall have effect only in respect of the named agency, employees within that agency, and association/s with members within that agency.
- 3.8 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 3.9 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to. For example, a reference to the *Public Sector Management Act 1995* will be read as a reference to the *Public Sector Act 2009* following its commencement.
- 3.10 The headings and clause numbers appearing in this Enterprise 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 Enterprise Agreement nor in any way affect this Enterprise Agreement.

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

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees (including employee agents):
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of salaried public employees employed in an agency specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Salaries and Wages;
  - 4.1.2 Community and Public Sector Union (CPSU), SPSF Group SA Branch, and Public Service Association of South Australia Inc. (PSA);
  - 4.1.3 Media, Entertainment and Arts Alliance (MEAA);



- 4.1.4 Salaried public sector employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Salaries and Wages; and
- 4.1.5 An employee agent that is a signatory.
- 4.2 Agencies
- 4.2.1 Agencies which are administrative units established pursuant to the *Public Sector Management Act 1995*, including:
- Attorney-General's Department
  - Auditor-General's Department
  - Defence SA
  - Department for Correctional Services
  - Department of Education and Children's Services
  - Department for Environment and Heritage
  - Department for Families and Communities
  - Department of Further Education, Employment, Science and Technology
  - Department of Health (including health services and incorporated hospitals under the *Health Care Act 2008*)
  - Department of Justice
  - Department of Planning and Local Government
  - Department of the Premier and Cabinet
  - Department of Primary Industries and Resources
  - Department of Trade and Economic Development
  - Department for Transport, Energy and Infrastructure
  - Department of Treasury and Finance
  - Department of Water, Land and Biodiversity Conservation
  - Electoral Commission of South Australia
  - Environment Protection Authority
  - Office of Venue Management
  - Office of Zero Waste SA
  - South Australian Police Department
  - Any other administrative unit as may be established from time to time pursuant to the *Public Sector Management Act 1995* (or the *Public Sector Act 2009* following its commencement).
- 4.2.2 Other Agencies:
- Carclew Youth Arts Centre
  - Courts Administration Authority
  - Dairy Authority of South Australia
  - History Trust of SA
  - Legal Services Commission of SA
  - SACE Board of South Australia
  - South Australian Country Arts Trust
  - South Australian Country Fire Service
  - South Australian Fire and Emergency Services Commission
  - South Australian Metropolitan Fire Service
  - South Australian State Emergency Service
  - South Australian Tourism Commission.
- 4.3 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
- 4.3.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the *Public Sector Management Act 1995* or not (except that this Enterprise Agreement shall be binding on the CE, DPC in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
- 4.3.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1 (unless the employee is employed in a position that has a classification specified in Appendix 1: Parity Salaries and Wages);
- 4.3.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;

- 4.3.4 Subject to an Award or agreement pursuant to the *Fair Work Act 2009* (Cth);
- 4.3.5 Pursuant to the *Police Act 1998* (including those persons whose appointment or employment is continued pursuant to that Act but excluding employees engaged pursuant to clause 4.16 of the Police Officers Award);
- 4.3.6 Whose remuneration is fixed pursuant to the *Remuneration Act 1990*;
- 4.3.7 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
- 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DECS) Award;
- 4.3.9 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award;
- 4.3.10 As Firefighters employed by the South Australian Metropolitan Fire Service;
- 4.3.11 As Hourly Paid Instructors;
- 4.3.12 As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Education Staff) Interim Award;
- 4.3.13 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14 As Ministerial Contract Employees;
- 4.3.15 As Nurses;
- 4.3.16 As Personal Assistants to Members of Parliament;
- 4.3.17 As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- 4.3.18 As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- 4.3.19 As School Bus Drivers in the Department of Education and Children's Services;
- 4.3.20 As School Services Officers;
- 4.3.21 As Statutory Office Holders;
- 4.3.22 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- 4.3.24 As an employee who is subject to the South Australian Ambulance Service Enterprise Agreement 2007 (or successor);
- 4.3.25 As a weekly paid employee covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007 (or successor);
- 4.3.26 As a weekly paid employee covered by the South Australian Government Wages Parity (Plumbing, Metal and Building Trades) Enterprise Agreement 2008 (or successor);
- 4.3.27 As a weekly paid employee covered by the South Australian Metropolitan Fire Service Government Services Employees Enterprise Agreement 2009 (or successor).

## **5. OTHER ENTERPRISE AGREEMENTS**

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.
- 5.2 The clauses in each Part of Appendix 2 are "saved clauses" from superseded Enterprise Agreements. Each Part of Appendix 2 will only apply to the particular agency, or part of the particular agency; and the salaried employees within the particular agency or part, as is specified in the Part.

## **6. SALARY AND WAGE ADJUSTMENTS**

- 6.1 This clause refers to the salary schedules appearing in Appendix 1: Parity Salaries and Wages.
- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 1: Parity Salaries and Wages which provides for salaries which will operate from the first pay period to commence on or after the dates specified (the “applicable date”), namely:
  - 1 October 2009; and
  - 1 October 2010; and
  - 1 October 2011 respectively.
- 6.3 The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Enterprise Agreement.
- 6.4 This sub-clause applies to “pegged employees”. A “pegged employee” is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee’s classification or position.
  - 6.4.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee’s classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
  - 6.4.2 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.
- 6.5 Where applicable, a reference in Appendix 1: Parity Salaries and Wages to date of approval will be taken to mean the first pay period to commence on or after the date on which the Commission approves this Enterprise Agreement.

## **7. ONE-OFF PAYMENT**

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

## **8. SALARY PACKAGING ARRANGEMENTS**

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

- 8.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Wages Parity (Salaried) Enterprise Agreement (WPEA) will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this WPEA.
- 8.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 8.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this WPEA in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

## **9. MEMORANDUM OF UNDERSTANDING**

- 9.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that 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 for the life of this Enterprise Agreement, but only in relation to the persons, entities and associations 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.
- 9.2 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 in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

## **10. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

- 10.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
  - 10.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
  - 10.1.2 A Chief Executive will consider an employee's request to participate in a VFWA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances.
  - 10.1.3 This clause applies for the period an employee participates in a VFWA.
    - a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
    - b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
    - c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

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

#### **PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE**

10.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on 22 December 2009.

- 10.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after 22 December 2009 (the “applicable maximum period”).
- 10.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks on or after 14 January 2011 (the “applicable maximum period”).
- 10.2.3 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 the applicable maximum period, paid at the employee’s ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 10.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
  - a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
  - c) A combination of (a) and (b).
- 10.2.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 10.2.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 10.2.7 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies.
- 10.2.8 The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth’s Paid Parental Leave scheme.

### **RETURN TO WORK ON A PART TIME BASIS**

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

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

- a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and 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 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.
- c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

### **FAMILY CARER'S LEAVE**

10.4 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

10.4.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.

10.4.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

10.4.3 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.

### **REIMBURSEMENT OF REASONABLE CHILD CARE COSTS**

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

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

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

10.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

10.5.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the CPE or the employee's agency.

10.5.5 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.

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

#### REIMBURSEMENT OF REASONABLE TRAVEL COSTS

- 10.6 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 10.6.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 10.6.2 The employee ordinarily uses public transport.
- 10.6.3 Travel is by the most direct or appropriate route.
- 10.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPE.
- 10.6.5 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.

#### 11. OVERTIME SALARY

- 11.1 Subject to this clause, a reference in clause 6.1.3 of the S.A. Public Sector Salaried Employees Interim Award (SAPSSEI Award) to a maximum salary of a classification shall be taken to be a reference to a maximum salary of a classification as provided in this clause.
- 11.1.1 For the purposes of clause 6.1.3 of the SAPSSEI Award, the maximum salary in relation to the payment for overtime for an employee or position that has a classification in Column 1 is the top increment of the classification level in Column 2.

Column 1	Column 2
ASO; OPS; TGO; CFS; and any other classification not listed in this Column	ASO 6
AHP	AHP 3
DSO	DSO 1
GFSc	GFSc 3
LeC; LSC; LE	LeC 3; LSC 3; LE 3
MeS	MeS 3
PO	PO 3

#### 12. ON-CALL/RECALL

- 12.1 The provisions relating to on-call and recall, which are prescribed in the awards, etc. listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.
- 12.2 On-Call Allowances
- 12.2.1 Employees bound by this Enterprise Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
- \$25.70 from the first pay period to commence on or after 1 October 2009;
  - \$26.30 from the first pay period to commence on or after 1 October 2010; and
  - \$27.00 from the first pay period to commence on or after 1 October 2011.
- 12.2.2 Employees bound by this Enterprise 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:
- \$44.95 from the first pay period to commence on or after 1 October 2009;
  - \$46.10 from the first pay period to commence on or after 1 October 2010; and
  - \$47.20 from the first pay period to commence on or after 1 October 2011.

### 12.3 On-Call Conditions

- 12.3.1 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to it.
- 12.3.2 The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to occupational health and safety considerations.
- 12.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 12.3.4 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).
- 12.3.5 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, Commissioner's Standards and other manuals of conditions of employment, etc. covering the employees bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

### 12.4 Recall to Work

- 12.4.1 Subject to 12.4.3 below, employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 12.4.2 Subject to 12.4.3 below, employees bound by this Enterprise Agreement, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 12.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 12.4.1 and 12.4.2 is in accordance with Clause 11 Overtime Salary.
- 12.4.4 Despite the provisions of 12.4.3, the CPE may determine special arrangements where the particular circumstances of any case require a different approach. Where such special arrangements are inconsistent with any of the provisions of this clause, they will prevail over the provisions of this clause to the extent of that inconsistency.
- 12.4.5 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).

### 13. NIGHT SHIFT PENALTY

- 13.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clause 6.5.2.1 of the S.A. Public Sector Salaried Employees Interim Award and clause 6.3.1.2 of the Medical Scientists (South Australia) Public Sector Award.



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

- 14.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 14.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- a) Improve workplace health and safety;
  - b) Improve return to work performance; and
  - c) Reduce human and workplace costs of injury or illness.
- 14.3 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
  - Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
  - 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.
  - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
  - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
  - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 14.4 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.

## **15. TRAINING AND DEVELOPMENT**

- 15.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).
- 15.2 The parties acknowledge that value is created for employees, agencies, and the public by building employee capability and by investing in the development of skills and capabilities that will support a continually changing public sector environment, career opportunities, flexibility and responsiveness to client and agency needs and the reputation of the public sector as an employer of choice.
- 15.3 The parties acknowledge that agencies will continue to implement the principles contained in the Guideline for Planned Human Resource Development and the Guideline for Individual Performance Development issued by the CPE (or other such guidelines as may be issued by an agency).
- 15.4 Mobility and Secondments
- 15.4.1 The parties acknowledge the potential development opportunities for:
- a) Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
  - b) Existing employees of the agency or employees of other agencies within the portfolio grouping of agencies to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

## **16. PROFESSIONAL DEVELOPMENT**

16.1 An employee classified as an AHP; DSO; GFSc; LE; LEC; MeS; or PO, will be entitled to:

- 16.1.1 Reimbursement of the reasonable cost of appropriate professional development expenses incurred during their employment subject to the following:
- a) The professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the employee's professional capacity in order for the employee to maintain or acquire his or her registration or accreditation in the professional occupation or capacity in which he or she is employed; and
  - b) The agency explicitly requires such registration or accreditation to be maintained or acquired for the performance by the employee of the duties for which he or she is employed;
  - c) Provided that reimbursement will not apply:
    - (i) If the employee does not successfully complete the relevant professional development; or
    - (ii) If the employee ceases for any reason to be registered or accredited or is the subject of any disciplinary process being undertaken by the registration or accreditation body that may result in loss of registration or accreditation (but reimbursement will apply if there is no adverse disciplinary finding); or
    - (iii) If the fees or charges were partly or wholly incurred before entering employment with the agency or undertaking with the agency the duties of the applicable professional occupation, provided that the agency may agree to meet any part that arises during employment or the performance of the relevant duties.
- 16.1.2 Up to 5 days paid professional development leave over two years to attend approved professional development for which the employee is entitled to reimbursement under this clause. Any request for leave beyond 5 days will be subject to the applicable (discretionary) processes within the agency in relation to paid or unpaid leave.

16.2 This clause does not detract from the operation of clause 15 Training and Development.

## **17. WORKPLACE FLEXIBILITY**

- 17.1 The parties agree that an agency may negotiate and reach agreement at a 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).
- 17.2 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").
- 17.2.1 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 Enterprise 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 Enterprise Agreement.
- 17.2.2 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 Enterprise Agreement, may refer the Proposal to the CPE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
- 17.2.3 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 Enterprise Agreement (including a

relevant Award) provided that this requirement will be deemed to be met where the relevant agency and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.

- 17.2.4 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 Enterprise Agreement (a "Workplace Flexibility Agreement").
- 17.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 3 Workplace Flexibility Agreements to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement and will operate only in respect of the agency and workplace specified within the schedule.

## **18. RECLASSIFICATION DATE**

- 18.1 Where an employee makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three (3) calendar months from the date of lodgement.

## **19. TOIL AND FLEXI-TIME ACCRUALS**

- 19.1 An employee who accrues:
  - 19.1.1 Time off in lieu (TOIL) in accordance with the applicable Award or this Agreement; or
  - 19.1.2 Flexi-time with the approval of management to meet workload demands,
    - a) Cannot lose that entitlement; and
    - b) Must take the entitlement in accordance with the following:
      - (i) At a time agreed with the employer within 3 months of accrual; or
      - (ii) With the agreement of the employer, may accrue up to 10 days TOIL or 10 days of such flexi-time in a financial year before being subject to a direction to take the time; or
      - (iii) 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 10 days TOIL or 10 days of such flexi-time.
- 19.2 Where an employee has been permitted to accrue TOIL or such flexi-time in excess of 10 days, the employee may apply to the employer to convert such TOIL or flexi-time (as applicable) into a payment at their ordinary rate of pay.

## **20. MINIMUM HOURS OF ENGAGEMENT**

- 20.1 During the life of this Enterprise Agreement, a casual employee will be engaged for a minimum period of three (3) hours, unless otherwise expressly agreed between the agency and the employee.
- 20.2 During the life of this Enterprise Agreement, a part time employee will be engaged for a minimum shift period of three (3) hours, unless otherwise agreed between the agency and the employee.
- 20.3 Nothing in this clause affects the operation of clause 12 On-call/Recall, nor does this apply to an employee to whom Schedule 1.8 Interpreters and Translators applies.

## **21. PUBLIC HOLIDAYS**

### **LIMIT ON PUBLIC HOLIDAY WORK**

- 21.1 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.

#### **PUBLIC HOLIDAYS – EMPLOYEES ROSTERED OVER 6 DAYS**

- 21.2 Where a full-time employee is required to work on active duty over 6 days of the week including Saturdays and Sundays and a public holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid an additional day's pay.
- 21.3 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.
- 21.4 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

#### **PUBLIC HOLIDAYS – CORRECTIONAL AND CORRECTIONAL INDUSTRY OFFICERS**

- 21.5 This clause applies to employees to whom the SA Public Sector Salaried Employees Interim Award "Part 9 – Special Conditions for Employees Employed as Correctional Officers" applies.
  - 21.5.1 In relation to Clause 9.9 of the SAPSSEI Award, Schedule 1.15B prescribes arrangements for designating employees as "stood down" and thus not required to work on a particular public holiday.

#### **22. MEAL BREAKS**

- 22.1 Subject to this clause, a minimum meal break of 30 minutes per day is to be taken by all employees, which time will not count as part of an employee's ordinary working hours.
- 22.2 No employee will be required to work more than 5 hours without such a break, except where the employee is subject to the following arrangements:
  - a) the employee is employed for not more than 6 hours;
  - b) there is a need, or the employee elects, to maintain continuity of active duty, care or service provision;
  - c) the employee is subject to a working arrangement that provides for a crib break; or
  - d) the employee has an arrangement approved by the chief executive to accommodate the employee's personal circumstances or a request by the employee for a flexible working arrangement.
- 22.3 Where an employee is required by an authorised person to work without having had, or commenced, a minimum meal break or crib break (as applicable), the employee will be paid an additional 50% of the employee's ordinary hourly rate from the commencement of the sixth hour until the employee is provided with a meal break or crib break (as applicable) or until the completion of the employee's ordinary hours of work for that day or shift. It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours of work.
- 22.4 Unless the employer has already made payment of a penalty, a penalty payment under this clause must be requested by the employee to be paid within 8 weeks of the end of the pay-cycle in which the meal or crib break was not provided, absent which no penalty is payable under this clause.
- 22.5 For the purposes of this clause:
  - 22.5.1 "crib break" means a period of time during which the employee takes sustenance while remaining on duty or available for duty and if necessary will resume the performance of duties, which time either counts as part of the employee's ordinary hours or accrues as TOIL or similar.
  - 22.5.2 "authorised person" means a person who has authority to direct the manner in which, or the times during which, the employee is to work.
  - 22.5.3 "TOIL" means time off in lieu, which time cannot be lost if accrued pursuant to this clause.

- 22.5.4 “flexible working arrangement” includes a crib or paid meal break; TOIL; time credits; shortening of the work day; rostered day off, or similar.
- 22.6 This clause does not replace the provisions of clause 9.5, Part 9 – Special Conditions for Employees Employed as Correctional Officers of the S.A. Public Sector Salaried Employees Interim Award.

### **23. PERFORMANCE IMPROVEMENT**

- 23.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 23.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 23.3 In making and applying this Enterprise Agreement, the parties are committed 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:
- 23.3.1 Facilitating ongoing improvements to service delivery and achievement of “best practice”.
  - 23.3.2 Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
  - 23.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
  - 23.3.4 Facilitating the achievement of an agency’s performance goals and performance measures.
  - 23.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
  - 23.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
  - 23.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 23.4 Subject to appropriate amendments being made to the *Public Sector Management Act 1995*, the CE, DPC will, within 3 months thereof, consult with the associations about the development of a policy concerning the appropriate period of time or circumstances in which payment for additional duties may be made where the employee is required to exercise an authority or delegation during the absence on leave of a higher classified employee.
- 23.5 The parties are also committed to achieving 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 commit to the principles in Appendix 4 in relation to the implementation of any shared services initiatives.

### **24. NO EXTRA CLAIMS**

- 24.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 24.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 24.3 Subject to this clause, the employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

## **25. CONSULTATIVE PROCESSES**

- 25.1 The parties commit to the following consultative principles.
- 25.1.1 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.
  - 25.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
  - 25.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
  - 25.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
  - 25.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.
- 25.2 In relation to significant issues of public sector wide reform, the CPE will consult with the "SA Unions" (i.e. formerly known as the UTLC) in accordance with the above principles.

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

- 26.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise 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.
- 26.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 26.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 26.4 All parties have a right to seek representation in order to resolve any dispute.
- 26.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 26.11 of this clause 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.
- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 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.

- 26.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 26.11 Any grievance or dispute concerning workload will be handled as follows:
- 26.11.1 The employee/s will notify their manager in writing of the workload issue/s.
  - 26.11.2 The manager should initiate discussions with the employee/s within 24 hours.
  - 26.11.3 Should the matter not be resolved discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.
  - 26.11.4 If the matter remains unresolved a record of the discussions at sub-clause 26.11.3 shall be forwarded to the Chief Executive who may issue directions as to the issue/s.

## **27. VARIATIONS**

- 27.1 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 associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 27.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 27.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 27.3.1 Consistent application within a particular agency of clauses identified at Appendix 2: Saved Clauses.
  - 27.3.2 The implementation of a Workplace Flexibility Agreement.
  - 27.3.3 Any other agreed changes within the agency.
- 27.4 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:
- 27.4.1 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
  - 27.4.2 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
  - 27.4.3 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 Enterprise Agreement agree to the variation.

## **28. REVIEWS**

- 28.1 The following issues will be reviewed during the life of this Enterprise Agreement or as indicated. Reviews will be undertaken in a consultative manner by the development of a discussion paper/s having regard to available information, including from employees or their representative/s, which will be made available to the relevant employees or their representatives before being finalised (in consultation with Public Sector Workforce Relations (PSWR)) as a review paper. Matters agreed by the employer, or an applicable agency, consequent on a review may become the subject of administrative arrangements, one or more Workplace Flexibility Agreements, or inform future enterprise bargaining.
- 28.1.1 By not later than 31 December 2010, the Chief Executive of the Department for Transport, Energy and Infrastructure (or delegate) will, in consultation with the PSA and APESMA, have completed a genuine consultative review of the remuneration arrangements applying to professional engineers, including the appropriate application of the work level definitions to classification levels. Subject to any alternative process agreed with the PSA and APESMA, the review process will include the distribution of a discussion paper by not later than 31 September 2010.

- 28.1.2 During the life of this Enterprise Agreement, the Chief Executive of the Department of Primary Industries and Resources (or delegate) will, in consultation with the PSA, review the working arrangements of Fisheries Officers.
- 28.1.3 During the life of this Enterprise Agreement, the Chief Executive of the Attorney General's Department (or delegate) will, in consultation with the PSA, review working arrangements for CFS Operation Staff positions within Schedule 1.2 and operational SES positions.
- 28.1.4 During the life of this Enterprise Agreement, the Executive Director Multicultural SA (or delegate) will, in consultation with the PSA, review translators complex language arrangements referred to in Schedule 1.8 Interpreters and Translators.

## **29. RENEGOTIATION**

- 29.1 Negotiations for a new Enterprise Agreement may commence not earlier than 1 January 2012.



### 30. SIGNATORIES

-----  
Chief Executive, Department of the  
Premier and Cabinet

-----  
Witness

-----  
Community and Public Sector Union  
(CPSU), SPSF Group SA Branch, Public  
Service Association of South Australia Inc

-----  
Witness

-----  
Media, Entertainment and Arts Alliance

-----  
Witness

-----  
Association of Professional Engineers,  
Scientists & Managers, Australia  
(as an employee agent, and without  
prejudice to matter 991/2007S before the  
Registrar, IRCSA)

-----  
Witness

-----  
Australian Education Union (SA Branch)  
(as an employee agent)

-----  
Witness

-----  
Health Services Union (SA Branch)  
(as an employee agent)

-----  
Witness

-----  
Psychologists Association of South  
Australia (as an employee agent)

-----  
Witness

**APPENDIX 1: PARITY SALARIES AND WAGES**

**SCHEDULE 1.1: ADMINISTRATIVE SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
ASO-1	17 years & under	\$21,281	\$21,813	\$22,358	\$22,918
	18 years	\$24,713	\$25,331	\$25,965	\$26,614
	19 years	\$28,146	\$28,849	\$29,571	\$30,311
	20 years	\$31,578	\$32,367	\$33,177	\$34,007
	1st year adult	\$34,324	\$35,182	\$36,062	\$36,964
	2nd year adult	\$35,195	\$36,075	\$36,977	\$37,901
	3rd year adult	\$36,149	\$37,053	\$37,979	\$38,928
ASO-2	4th year adult	\$37,022	\$37,948	\$38,897	\$39,869
	5th year adult	\$37,894	\$38,841	\$39,812	\$40,807
	6th year adult	\$38,845	\$39,816	\$40,811	\$41,831
	1	\$41,303	\$42,336	\$43,394	\$44,479
ASO-3	2	\$43,004	\$44,079	\$45,181	\$46,311
	3	\$44,705	\$45,823	\$46,969	\$48,143
	1	\$48,102	\$49,305	\$50,538	\$51,801
ASO-4	2	\$49,802	\$51,047	\$52,323	\$53,631
	3	\$51,504	\$52,792	\$54,112	\$55,465
	1	\$54,974	\$56,348	\$57,757	\$59,201
ASO-5	2	\$56,245	\$57,651	\$59,092	\$60,569
	3	\$57,514	\$58,952	\$60,426	\$61,937
	1	\$61,309	\$62,842	\$64,413	\$66,023
	2	\$63,655	\$65,246	\$66,877	\$68,549
ASO-6	3	\$66,168	\$67,822	\$69,518	\$71,256
	4	\$68,678	\$70,395	\$72,155	\$73,959
	1	\$71,025	\$72,801	\$74,621	\$76,487
ASO-7	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178
	1	\$78,402	\$80,362	\$82,371	\$84,430
ASO-8	2	\$80,687	\$82,704	\$84,772	\$86,891
	3	\$82,855	\$84,926	\$87,049	\$89,225
	4	\$85,105	\$87,233	\$89,414	\$91,649
	1	\$88,355	\$90,564	\$92,828	\$95,149
Manager Administrative Services	2	\$90,104	\$92,357	\$94,666	\$97,033
	3	\$91,856	\$94,152	\$96,506	\$98,919
	1	\$77,058	\$78,984	\$80,959	\$82,983
MAS 2	1	\$86,771	\$88,940	\$91,164	\$93,443
MAS 3	1	\$93,525	\$95,863	\$98,260	\$100,717

**SCHEDULE 1.2: ALLIED HEALTH PROFESSIONALS STREAM – AFTER 14 JANUARY 2010**

Classification	Increment	First full pay period on or after 14/1/2010	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
AHP-1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
AHP-2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
AHP-3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
AHP-4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
AHP-5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
AHP-6		\$114,800	\$117,670	\$120,612

For the purposes of this Schedule: Allied Health Professionals Stream

a). A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at AHP3, AHP4 and AHP5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after <b>14 January 2010</b>	First full pay period on or after <b>1 October 2010</b>	First full pay period on or after <b>1 October 2011</b>
\$1,794 pa	\$1,839 pa	\$1,885 pa

**SCHEDULE 1.3: CFS OPERATION STAFF**

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Level 1	\$39,797	\$40,792	\$41,812	\$42,857
	\$41,373	\$42,407	\$43,467	\$44,554
	\$42,947	\$44,021	\$45,122	\$46,250
Level 2	\$45,905	\$47,053	\$48,229	\$49,435
	\$48,291	\$49,498	\$50,735	\$52,003
	\$50,678	\$51,945	\$53,244	\$54,575
	\$52,809	\$54,129	\$55,482	\$56,869
Level 3	\$58,016	\$59,466	\$60,953	\$62,477
	\$59,650	\$61,141	\$62,670	\$64,237
	\$61,285	\$62,817	\$64,387	\$65,997
	\$62,920	\$64,493	\$66,105	\$67,758
Level 4	\$65,862	\$67,509	\$69,197	\$70,927
	\$67,495	\$69,182	\$70,912	\$72,685
	\$69,130	\$70,858	\$72,629	\$74,445
	\$70,765	\$72,534	\$74,347	\$76,206
Level 5	\$78,402	\$80,362	\$82,371	\$84,430
	\$80,687	\$82,704	\$84,772	\$86,891
	\$82,855	\$84,926	\$87,049	\$89,225
	\$85,105	\$87,233	\$89,414	\$91,649
Level 6	\$93,525	\$95,863	\$98,260	\$100,717

**SCHEDULE 1.4: COMMUNITY PHARMACISTS (SERVICING COUNTRY HOSPITALS)**

Classification level	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
For the first hour	\$50.60	\$51.90	\$53.20	\$54.50
For each subsequent hour	\$42.00	\$43.10	\$44.20	\$45.30

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
<b>Mechanical</b>				
TEC 01	\$40,751	\$41,770	\$42,814	\$43,884
TEC 02	\$40,751	\$41,770	\$42,814	\$43,884
TEC 03	\$37,540	\$38,479	\$39,441	\$40,427
TEC 04	\$39,569	\$40,558	\$41,572	\$42,611
TEC 05	\$36,930	\$37,853	\$38,799	\$39,769
TEC 06	\$33,043	\$33,869	\$34,716	\$35,584
** A person in classification TEC 05 who is required to supervise one or more persons and is responsible to the Head Mechanist shall be paid at the rate prescribed for classification TEC 04				
<b>Lighting</b>				
TEC 07	\$40,751	\$41,770	\$42,814	\$43,884
TEC 08	\$36,930	\$37,853	\$38,799	\$39,769
TEC 09	\$39,848	\$40,844	\$41,865	\$42,912
<b>Sound</b>				
TEC 10	\$40,751	\$41,770	\$42,814	\$43,884
TEC 11	\$36,930	\$37,853	\$38,799	\$39,769
TEC 12	\$39,848	\$40,844	\$41,865	\$42,912
<b>Scenic Artist</b>				
TEC 13	\$41,955	\$43,004	\$44,079	\$45,181
TEC 14	\$36,930	\$37,853	\$38,799	\$39,769
<b>Wardrobe</b>				
TEC 15	\$41,955	\$43,004	\$44,079	\$45,181
TEC 16	\$37,905	\$38,853	\$39,824	\$40,820
TEC 17	\$32,000	\$32,800	\$33,620	\$34,461
TEC 18	\$32,000	\$32,800	\$33,620	\$34,461
<b>Film Projection</b>				
TEC 19	\$51,563	\$52,852	\$54,173	\$55,527
TEC 20	\$40,645	\$41,661	\$42,703	\$43,771
<b>Stage Management</b>				
STG 01	\$41,691	\$42,733	\$43,801	\$44,896
STG 02	\$35,387	\$36,272	\$37,179	\$38,108
<b>House Management</b>				
HSE 01	\$41,074	\$42,101	\$43,154	\$44,233
HSE 02	\$31,720	\$32,513	\$33,326	\$34,159
HSE 03	\$31,720	\$32,513	\$33,326	\$34,159
HSE 04	\$31,720	\$32,513	\$33,326	\$34,159
HSE 05	\$32,132	\$32,935	\$33,758	\$34,602
HSE 06	\$31,720	\$32,513	\$33,326	\$34,159
HSE 07	\$32,513	\$33,326	\$34,159	\$35,013
HSE 08	\$31,468	\$32,255	\$33,061	\$33,888
HSE 09	\$31,720	\$32,513	\$33,326	\$34,159
HSE 10	\$33,705	\$34,548	\$35,412	\$36,297
HSE 11	\$33,212	\$34,042	\$34,893	\$35,765
HSE 12	\$35,645	\$36,536	\$37,449	\$38,385
HSE 13	\$31,720	\$32,513	\$33,326	\$34,159
HSE 14	\$31,720	\$32,513	\$33,326	\$34,159
HSE 15	\$31,720	\$32,513	\$33,326	\$34,159
HSE 16	\$32,199	\$33,004	\$33,829	\$34,675
HSE 17	\$34,326	\$35,184	\$36,064	\$36,966

**SCHEDULE 1.5: COUNTRY ARTS TRUST**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
DSO-1		\$62,173	\$63,727	\$65,320	\$66,953
		\$65,219	\$66,849	\$68,520	\$70,233
		\$68,915	\$70,638	\$72,404	\$74,214
		\$72,789	\$74,609	\$76,474	\$78,386
		\$76,854	\$78,775	\$80,744	\$82,763
		\$80,917	\$82,940	\$85,014	\$87,139
		\$84,572	\$86,686	\$88,853	\$91,074
DSO-2		\$90,086	\$92,338	\$94,646	\$97,012
		\$94,687	\$97,054	\$99,480	\$101,967
		\$99,281	\$101,763	\$104,307	\$106,915
DSO-3		\$107,617	\$110,307	\$113,065	\$115,892
		\$111,208	\$113,988	\$116,838	\$119,759
DSO-3 Level 1 Clinical Leader		\$115,150	\$118,029	\$120,980	\$124,005
DSO-3 Level 2 Clinical Leader		\$118,993	\$121,968	\$125,017	\$128,142
DSO-4		\$123,115	\$126,193	\$129,348	\$132,582
DSO-5		\$131,270	\$134,552	\$137,916	\$141,364

**SCHEDULE 1.6: DENTAL OFFICERS**

**SCHEDULE 1.7: GRANT FUNDED SCIENTISTS**

**SCHEDULE 1.7A: GRANT FUNDED SCIENTISTS – OCTOBER 2009**

Classification	Increment	Current	First full pay period on or after 1/10/2009
GFSc1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
GFSc2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
GFSc3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
GFSc4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
GFSc5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
GFSc6A		\$105,328	\$107,961
GFSc6B		\$113,089	\$115,916



**SCHEDULE 1.7B: GRANT FUNDED SCIENTISTS – AFTER 14 JANUARY 2010**

Classification	Increment	First full pay period on or after 14/1/2010	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
GFSc1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
GFSc2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
GFSc3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
GFSc4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
GFSc5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
GFSc6A		\$114,800	\$117,670	\$120,612
GFSc6B		\$123,259	\$126,340	\$129,499

For the purposes of this Schedule: Grant Funded Scientists:

a) A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at GFSc3, GFSc4 and GFSc5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after <b>1 October 2009</b>	First full pay period on or after <b>1 October 2010</b>	First full pay period on or after <b>1 October 2011</b>
\$1,794 pa	\$1,839 pa	\$1,885 pa

b) A Grant Funded Scientist and the applicable agency may agree remuneration arrangements having regard to the salary basis of a relevant Grant applicable to that Scientist, provided that the applicable salary is no less than would apply under this Enterprise Agreement.

## SCHEDULE 1.8: INTERPRETERS AND TRANSLATORS

### 1. CASUAL INTERPRETERS

#### (i) Minimum Hire Period: 2 Hours

The 2 hour fee will be paid for any assignment lasting 2 hours or less. The relevant hourly fee is payable thereafter.

An 'assignment' shall be deemed as employment for a one-off appointment or for a specified period during which the Interpreter may be required to attend a multiple of appointments.

The employment relationship shall commence at the time the Interpreter presents him or herself at the place at which the assignment is to be performed and shall end at the time the Interpreter has completed the interpreting assignment at that place.

The minimum hire period does not include time taken by the Interpreter to travel to and from the assignment location.

#### (ii) Rates of Pay for Face-to-Face (Community) Interpreting\*

	Minimum Hire				Hourly Rate			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$55.10	\$56.40	\$57.80	\$59.20	\$27.55	\$28.20	\$28.90	\$29.60
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$62.00	\$63.60	\$65.20	\$66.80	\$31.00	\$31.80	\$32.60	\$33.40
<b>Saturday and Sunday</b>	\$78.00	\$80.00	\$82.00	\$84.00	\$39.00	\$40.00	\$41.00	\$42.00
<b>Public Holiday</b>	\$123.90	\$127.00	\$130.20	\$133.40	\$61.95	\$63.50	\$65.10	\$66.70

#### **Interpreters Accredited At NAATI III**

#### **Other Interpreters**

	Minimum Hire				Hourly Rate			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$46.70	\$47.80	\$49.00	\$50.20	\$23.35	\$23.90	\$24.50	\$25.10
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$52.50	\$53.80	\$55.20	\$56.60	\$26.25	\$26.90	\$27.60	\$28.30
<b>Saturday and Sunday</b>	\$66.10	\$67.80	\$69.40	\$71.20	\$33.05	\$33.90	\$34.70	\$35.60
<b>Public Holiday</b>	\$105.00	\$106.80	\$109.40	\$112.20	\$52.05	\$53.40	\$54.70	\$56.10

(iii) Cancellation

A fee based on 75% of the Other Interpreters Minimum Hire rate shall be paid if an appointment is cancelled within 24 hours of the scheduled appointment time.

N.B. This clause shall not apply with respect to Interpreters engaged for court work.

(iv) Court Attendance Booking

A fee based on 75% of the Other Interpreters Minimum Hire rate shall be paid for each daily booking for court attendance, up to a maximum of 2 days.

(v) Excess Travelling Time

Where an employee is required to perform work at a place which is outside a 30km radius of the employee's residence he/she shall be paid for all time reasonably spent (to the nearest one quarter hour) in travelling to and from such work, in excess of the time spent in travelling to and from the 30km radius. The rate of pay for travelling time shall be the ordinary rate.

In the event that an Interpreter/Translator is engaged on distant work, that is required to travel to a work location and remain away from his/her usual residence, he/she shall be reimbursed for all travelling expenses incurred over and above those prescribed above and shall be paid travelling time (to the nearest one quarter hour) at the ordinary rate, for any travel time in excess of one hour and up to a maximum of six hours. In the above circumstances the ITC will determine the mode of transport to be used.

\* On site interpreting carried out at hospitals, courts, schools, police, surgeries, WorkCover, agencies etc.

(vi) Rates of Pay for Telephone Interpreting Assignments

**Interpreters Accredited at NAATI III**

Rate for each 15 minutes or Part Thereof

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$6.89	\$7.06	\$7.24	\$7.42
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$7.75	\$7.94	\$8.14	\$8.34
<b>Saturday and Sunday</b>	\$9.75	\$9.99	\$10.24	\$10.50
<b>Public Holiday</b>	\$15.49	\$15.88	\$16.28	\$16.69

## Other Interpreters

Rate for each 15 minutes or part thereof

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$5.84	\$5.99	\$6.14	\$6.29
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$6.56	\$6.72	\$6.89	\$7.06
<b>Saturday and Sunday</b>	\$8.26	\$8.47	\$8.68	\$8.90
<b>Public Holiday</b>	\$13.13	\$13.46	\$13.80	\$14.15

(vii) Business Interpreting\*\*

### Interpreters Accredited at NAATI Level III

Day pay rate (over 4 hours and up to 8 hours)					Half day per rate (up to 4 hours)			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$239.85	\$245.80	\$251.90	\$258.20	\$119.90	\$122.90	\$126.00	\$129.20
Minimum pay rate (2 hours)					Every additional 30 minutes or part thereof			
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$89.60	\$91.80	\$94.10	\$96.50	\$22.40	\$23.00	\$23.60	\$24.20
<b>Saturday, Sunday and Public Holiday</b>	\$119.90	\$122.90	\$126.00	\$129.20	\$30.00	\$30.80	\$31.60	\$32.40

Cancellation fee (if applicable) is the same as the Face-to-Face Interpreting.

### Other Interpreters

Day pay rate (over 4 hours and up to 8 hours)					Half day per rate (up to 4 hours)			
	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Monday-Friday (8:00am to 6:00pm)</b>	\$201.45	\$206.50	\$211.70	\$217.00	\$100.75	\$103.30	\$105.90	\$108.50
Minimum pay rate (2 hours)					Every additional 30 minutes or part thereof			
<b>Monday - Friday (6:00pm to 8:00am)</b>	\$75.65	\$77.50	\$79.40	\$81.40	\$18.90	\$19.40	\$19.90	\$20.40
<b>Saturday, Sunday and Public Holiday</b>	\$100.70	\$103.20	\$105.80	\$108.40	\$25.20	\$25.80	\$26.40	\$27.10

Cancellation fee (if applicable) is the same as the Face-to-Face Interpreting.

\*\*On site interpreting carried out for the Premier, Ministers, SA Government Officials and SA private business and overseas business/trade delegations.

2. CASUAL TRANSLATORS

In regard to a translating assignment the employment relationship shall exist between the Crown and the Translator during such period or periods as the Translator is actually working on the translating assignment.

The rates specified in this section may be varied only by agreement between the employer and the employee concerned where the magnitude and/or urgency of the assignment requires such variation.

**Translators Accredited at NAATI III**

(i) Standard Languages

	<b>Current</b>	<b>1st pp on or after 1/10/2009</b>	<b>1st pp on or after 1/10/2010</b>	<b>1st pp on or after 1/10/2011</b>
<b>Text of up to 100 words</b>	\$27.55	\$28.20	\$28.90	\$29.60
<b>Text of more than 100 words</b>	\$27.55 per 100 words or part thereof	\$28.20 per 100 words or part thereof	\$28.90 per 100 words or part thereof	\$29.60 per 100 words or part thereof
<b>Checking work (all languages)</b>	\$12.40 for the first 100 words or part thereof plus \$12.40 for each subsequent 100 word block or part thereof.	\$12.70 for the first 100 words or part thereof plus \$12.70 for each subsequent 100 word block or part thereof.	\$13.00 for the first 100 words or part thereof plus \$13.00 for each subsequent 100 word block or part thereof.	\$13.35 for the first 100 words or part thereof plus \$13.35 for each subsequent 100 word block or part thereof.

(ii) Other Translators

	<b>Current</b>	<b>1st pp on or after 1/10/2009</b>	<b>1st pp on or after 1/10/2010</b>	<b>1st pp on or after 1/10/2011</b>
<b>Text of up to 100 words</b>	\$23.35	\$23.90	\$24.50	\$25.10
<b>Text of more than 100 words</b>	\$23.35 per 100 words or part thereof	\$23.90 per 100 words or part thereof	\$24.50 per 100 words or part thereof	\$25.10 per 100 words or part thereof
<b>Checking work (all languages)</b>	\$10.50 for the first 100 words or part thereof plus \$10.50 for each subsequent 100 word block or part thereof.	\$10.75 for the first 100 words or part thereof plus \$10.75 for each subsequent 100 word block or part thereof.	\$11.00 for the first 100 words or part thereof plus \$11.00 for each subsequent 100 word block or part thereof.	\$11.30 for the first 100 words or part thereof plus \$11.30 for each subsequent 100 word block or part thereof.

(ii) Complex Languages (Asian)  
**Translators Accredited at NAATI III**

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Text of up to 100 words</b>	\$41.30	\$42.30	\$43.40	\$44.50
<b>Text of more than 100 words</b>	\$41.30 per 100 words or part thereof	\$42.30 per 100 words or part thereof	\$43.40 per 100 words or part thereof	\$44.50 per 100 words or part thereof

Checking work as per Standard Languages.  
**Other Translators**

	Current	1st pp on or after 1/10/2009	1st pp on or after 1/10/2010	1st pp on or after 1/10/2011
<b>Text of up to 100 words</b>	\$35.00	\$35.90	\$36.80	\$37.70
<b>Text of more than 100 words</b>	\$35.00 per 100 words or part thereof	\$35.90 per 100 words or part thereof	\$36.80 per 100 words or part thereof	\$37.70 per 100 words or part thereof

Checking work as per Standard Languages.

3. TRANSLATION SUMMARIES

Employees engaged to do Translation Summaries i.e. of newspaper articles, books shall be engaged for a minimum hire period of one hour.

Time spent reading will be remunerated at the hourly rate for interpreting services at the appropriate level.

Translators Accredited at NAATI III				Other Translators			
Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
\$27.55	\$28.20	\$28.90	\$29.60	\$23.35	\$23.90	\$24.50	\$25.10

4. TYPESETTING

Time spent to typeset or format a document will be remunerated at the hourly rate for translating services at the appropriate accredited level.

Translators Accredited at NAATI III				Other Translators			
Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
\$27.55	\$28.20	\$28.90	\$29.60	\$23.35	\$23.90	\$24.50	\$25.10

5. EXTRACT TRANSLATIONS

Employees engaged for Extract Translations of educational, professional and certificates (eg birth, marriage, drivers licences) for up to 200 words translating from another language into English.

	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Extract Translations up to 200 words	\$34.75	\$35.60	\$36.50	\$37.40

**SCHEDULE 1.9: LEGAL OFFICERS**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LE1	1	\$48,960	\$50,184	\$51,439	\$52,725
	2	\$51,340	\$52,624	\$53,940	\$55,289
	3	\$53,965	\$55,314	\$56,697	\$58,114
	4	\$56,578	\$57,992	\$59,442	\$60,928
LE2	1	\$58,639	\$60,105	\$61,608	\$63,148
	2	\$61,266	\$62,798	\$64,368	\$65,977
	3	\$63,907	\$65,505	\$67,143	\$68,822
	4	\$66,545	\$68,209	\$69,914	\$71,662
LE3	1	\$68,336	\$70,044	\$71,795	\$73,590
	2	\$71,233	\$73,014	\$74,839	\$76,710
	3	\$74,120	\$75,973	\$77,872	\$79,819
LE4	1	\$86,380	\$88,540	\$90,754	\$93,023
	2	\$90,611	\$92,876	\$95,198	\$97,578
	3	\$94,841	\$97,212	\$99,642	\$102,133
LE 5	1	\$104,006	\$106,606	\$109,271	\$112,003
	2	\$108,235	\$110,941	\$113,715	\$116,558



**SCHEDULE 1.10: LEGAL OFFICERS – ATTORNEY GENERAL’S**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LEC1	1	\$51,406	\$52,691	\$54,008	\$55,358
	2	\$56,108	\$57,511	\$58,949	\$60,423
LEC2	1	\$62,101	\$63,654	\$65,245	\$66,876
	2	\$67,003	\$68,678	\$70,395	\$72,155
LEC3	1	\$73,544	\$75,383	\$77,268	\$79,200
	2	\$78,068	\$80,020	\$82,021	\$84,072
	3	\$81,319	\$83,352	\$85,436	\$87,572
LEC4	1	\$89,452	\$91,688	\$93,980	\$96,330
	2	\$94,332	\$96,690	\$99,107	\$101,585
	3	\$97,585	\$100,025	\$102,526	\$105,089
LEC5	1	\$105,717	\$108,360	\$111,069	\$113,846
	2	\$108,969	\$111,693	\$114,485	\$117,347
	3	\$112,223	\$115,029	\$117,905	\$120,853
	4	\$115,476	\$118,363	\$121,322	\$124,355

**SCHEDULE 1.11: LEGAL SERVICES COMMISSION**

Level	Increment	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
LSC-1	1st	\$51,406	\$52,691	\$54,008	\$55,358
	2nd	\$56,108	\$57,511	\$58,949	\$60,423
LSC-2	1st	\$62,101	\$63,654	\$65,245	\$66,876
	2nd	\$67,003	\$68,678	\$70,395	\$72,155
LSC-3	1st	\$73,544	\$75,383	\$77,268	\$79,200
	2nd	\$78,068	\$80,020	\$82,021	\$84,072
	3rd	\$81,319	\$83,352	\$85,436	\$87,572
LSC-4	1st	\$89,452	\$91,688	\$93,980	\$96,330
	2nd	\$94,332	\$96,690	\$99,107	\$101,585
	3rd	\$97,585	\$100,025	\$102,526	\$105,089
LSC-5	1st	\$105,717	\$108,360	\$111,069	\$113,846
	2nd	\$108,969	\$111,693	\$114,485	\$117,347
	3rd	\$112,223	\$115,029	\$117,905	\$120,853
	4th	\$115,476	\$118,363	\$121,322	\$124,355
MANAGERS					
LSM-1		\$100,838	\$103,359	\$105,943	\$108,592
LSM-2		\$113,849	\$116,695	\$119,612	\$122,602

**SCHEDULE 1.12: MARINE PILOT**

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Marine Pilot	\$103,433	\$106,019	\$108,669	\$111,386

**SCHEDULE 1.13: MEDICAL SCIENTISTS**

**SCHEDULE 1.13A: MEDICAL SCIENTISTS – OCTOBER 2009**

Classification	Increment	Current	First full pay period on or after 1/10/2009
MeS1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
MeS2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
	scientific excellence	\$75,947	\$77,846
MeS3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
	scientific excellence	\$82,045	\$84,096
MeS4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
	scientific excellence	\$93,132	\$95,460
MeS5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
	scientific excellence	\$100,339	\$102,847
MeS6A		\$105,328	\$107,961
MeS6B		\$113,089	\$115,916

**SCHEDULE 1.13B: MEDICAL SCIENTISTS – AFTER 14 JANUARY 2010**

Classification	Increment	First full pay period on or after 14/1/2010	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
MeS1	3 year degree	\$50,004	\$51,254	\$52,535
	4 year degree	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
MeS2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
	5th	\$75,005	\$76,880	\$78,802
	scientific excellence	\$80,910	\$82,933	\$85,006
MeS3	1st	\$77,278	\$79,210	\$81,190
	2nd	\$79,551	\$81,540	\$83,579
	3rd	\$82,392	\$84,452	\$86,563
	scientific excellence	\$87,098	\$89,276	\$91,508
MeS4	1st	\$85,233	\$87,364	\$89,548
	2nd	\$87,505	\$89,693	\$91,935
	3rd	\$90,063	\$92,315	\$94,623
	4th	\$93,187	\$95,517	\$97,905
	scientific excellence	\$98,772	\$101,241	\$103,772
MeS5	1st	\$95,460	\$97,847	\$100,293
	2nd	\$97,733	\$100,176	\$102,680
	3rd	\$101,124	\$103,652	\$106,243
	4th	\$104,552	\$107,166	\$109,845
	scientific excellence	\$110,024	\$112,774	\$115,593
MeS6A		\$114,800	\$117,670	\$120,612
MeS6B		\$123,259	\$126,340	\$129,499

For the purposes of this Schedule: Medical Scientists:

a) A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at MeS3, MeS4 and MeS5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after <b>1 October 2009</b>	First full pay period on or after <b>1 October 2010</b>	First full pay period on or after <b>1 October 2011</b>
\$1,794 pa	\$1,839 pa	\$1,885 pa

**SCHEDULE 1.14: MODELS**

	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Draped	\$21.55	\$22.09	\$22.64	\$23.21
Undraped	\$24.93	\$25.55	\$26.19	\$26.84

**SCHEDULE 1.15: OPERATIONAL SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
OPS-1	17 years & under	\$20,838	\$21,358	\$21,892	\$22,440
	18 years	\$24,198	\$24,803	\$25,423	\$26,059
	19 years	\$27,559	\$28,248	\$28,954	\$29,678
	20 years	\$30,920	\$31,693	\$32,485	\$33,298
	1st year adult	\$33,609	\$34,449	\$35,310	\$36,193
	2nd year adult	\$35,195	\$36,075	\$36,977	\$37,901
	3rd year adult	\$36,149	\$37,053	\$37,979	\$38,928
OPS-2	4th year adult	\$37,022	\$37,948	\$38,897	\$39,869
	5th year adult	\$37,894	\$38,841	\$39,812	\$40,807
	6th year adult	\$38,845	\$39,816	\$40,811	\$41,831
	1	\$41,303	\$42,336	\$43,394	\$44,479
OPS-3	2	\$43,004	\$44,079	\$45,181	\$46,311
	3	\$44,705	\$45,823	\$46,969	\$48,143
	1	\$48,102	\$49,305	\$50,538	\$51,801
OPS-4	2	\$49,802	\$51,047	\$52,323	\$53,631
	3	\$51,504	\$52,792	\$54,112	\$55,465
	1	\$54,974	\$56,348	\$57,757	\$59,201
OPS-5	2	\$56,245	\$57,651	\$59,092	\$60,569
	3	\$57,514	\$58,952	\$60,426	\$61,937
	1	\$58,964	\$60,438	\$61,949	\$63,498
OPS-6	2	\$60,890	\$62,412	\$63,972	\$65,571
	3	\$62,817	\$64,387	\$65,997	\$67,647
	1	\$64,996	\$66,621	\$68,287	\$69,994
OPS-7	2	\$66,839	\$68,510	\$70,223	\$71,979
	3	\$68,678	\$70,395	\$72,155	\$73,959
	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178

**SCHEDULE 1.15A: CORRECTIONAL OFFICER ALLOWANCE**

- 1.1 An allowance of \$1,750 per annum (payable fortnightly and for all purposes) is payable to an OPS-2; OPS-3 or OPS-4 Correctional Officer, or Correctional Industry Officer, who occupies a position of Correctional Officer, or Correctional Industry Officer, (OPS-2; OPS-3, OPS-4) in an institution (i.e. a prison) and meets the following criteria;
- a) OPS-2: has had not less than 3 years at the applicable top increment;
  - b) OPS-3 and OPS-4: has had not less than 6 years service (excluding any periods of leave without pay) as a Correctional Officer or Correctional Industry Officer;
- And has been assessed as meeting the following Assessment Criteria:
- c) Correctional Officer: has a Certificate III in Correctional Practice (Custodial) or has been assessed as having equivalent knowledge having regard to experience; and
  - d) Correctional Industry Officer: has a trade or post trade qualification relevant to their position or has assessed as having equivalent knowledge having regard to their experience; and
  - e) All: Demonstrates and promotes: the core values of integrity, respect and accountability; support for the achievement of organisational goals; and effective working relationships that contribute to the development of teams and less experienced Correctional Officers.
- 1.2 The allowance will only be payable while the relevant officer occupies a position of Correctional Officer, or Correctional Industry Officer, (OPS-2; OPS-3 or OPS-4) in an institution (i.e. a prison), or such officer is directed or requested to undertake a secondment at their substantive level, or temporarily act in another position at their substantive level, for not more than 6 months (or for such longer period as may be approved by the Chief Executive or delegate).
- 1.3 This allowance is not payable for more than one position (i.e. no officer can receive more than one "OPS2, OPS3 and OPS4 Correctional Officer Allowance" under this Schedule).

**SCHEDULE 1.15B: CORRECTIONAL OFFICERS – PUBLIC HOLIDAYS & CHRISTMAS DAY ON A SATURDAY – NOT REQUIRED**

- 1.1 Despite clause 9.9 Public Holidays of "Part 9 – Special Conditions for Employees Employed as Correctional Officers" of the SAPSSEI Award, an employee who is advised that he or she is not required for a public holiday will be deemed not to come within clause 9.9.
- 1.2 Where the Chief Executive of DCS (or delegate) wants to stand down one or more employees in relation to a public holiday, the arrangements for DCS designating an employee as not required for a public holiday are as follows.
- 1.2.1 In this Schedule, a reference to "DCS" means the Department for Correctional Services (and includes an institution (i.e. prison), division or unit); "stand down" and "stood down" means not required to work (i.e. attend for duty) on a public holiday.
- 1.2.2 DCS will first call for volunteers to stand down for a public holiday. DCS will provide a means by which employees may record or notify that they wish to be considered and that should preferably be provided not less than one month prior to the relevant public holiday (except for public holidays occurring within a month of the commencement of this Schedule).
- 1.2.3 If the number of volunteers exceeds the number of employees that DCS wishes to stand down, a 'draw of names' (eg. from a hat, box or appropriate container) will be conducted by the prison manager (or delegate thereof). The names drawn will be those that will stand down.
- 1.2.4 If by not less than two weeks prior to the public holiday the number of volunteers is less than the number of employees that DCS wishes to stand down, then DCS will select the employees to be stood down by selecting employees based on an alphabetical register of surnames (and where applicable, first and then second names) of employees that is maintained from one public holiday to another.

- 1.2.5 The relevant DCS manager and PSA worksite representatives at an institution may agree that this process for designating an employee will be applied at the division or unit level, provided that where no agreement can be reached, the process will occur at the institution level.
  - 1.2.6 DCS will maintain appropriate records by which to ascertain employees who have and have not been required to stand down.
  - 1.2.7 An employee who is notified that he or she has been designated as not required, is then not required to be contactable or available for duty on the applicable public holiday.
  - 1.2.8 If a dispute arises in relation to the application of these arrangements to a particular public holiday, the applicable manager and PSA worksite representative will immediately try to resolve it at the local level. This process does not displace the dispute resolution process in this Enterprise Agreement provided that that process will be conducted quickly having regard to the limited time available.
  - 1.2.9 A failure to strictly act in accordance with these timeframes and processes does not make void the designation of an employee as not required for a public holiday.
  - 1.2.10 The number of spares to be retained on any public holiday will be solely at the discretion of DCS (or delegate thereof, eg. the General Manager of an institution).
  - 1.2.11 The stand down provision outlined in this schedule will also apply to a Christmas Day that falls on a Saturday, during the life of the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010. Any employee advised that he or she is not required for work on a Christmas Day (that falls on a Saturday), in accordance with this schedule, will be deemed not to receive any penalties or additional payment for that day.
- 1.3 DCS, in consultation with the PSA and the DCS Central Consultative Committee will undertake a review of the arrangements prescribed in this Schedule having regard to the manner in which they operate in practice during the 2 years after the commencement of this Schedule. The outcome of the review will be distributed as a discussion paper for comment.
  - 1.4 The employer and the PSA may, following that review, by written agreement vary these arrangements. Where such agreement is reached, this Schedule may be varied in accordance with the Variations clause of this Enterprise Agreement.

**SCHEDULE 1.15C: CORRECTIONAL OFFICERS – REVIEW AND WFA**

- 1.1 During the first twelve months after approval of this Enterprise Agreement, the Chief Executive, Department for Correctional Services (CE, DCS) (or delegate) will review options identified by the agency, PSA or correctional officers for improving efficiency and effectiveness. It is expected that within the first 3 months after approval, that options will have been identified, provided that this does not preclude further options being considered during the review.
- 1.2 The review will be conducted on a good faith collaborative basis. This can include the development of a discussion paper/s having regard to available information, including from employees or their representative/s, which will be made available to the relevant employees or their representatives before being finalised (in consultation with PSWR) as a review paper.
- 1.3 An objective of the review is to achieve the implementation (or trial) of agreed matters administratively or by making one or more Workplace Flexibility Agreements (WFA) within the first twelve months, provided that this does not preclude later implementation as may be applicable.
- 1.4 If at the conclusion of 12 months the review has not resulted in agreement or implementation (whether on an ongoing or trial basis) of options that will enable substantive improvement to efficiency and effectiveness, the employer or PSA may seek the assistance of the Commission, or an agreed third party, for the purposes of mediation of outcomes, provided that this does not preclude one or other seeking earlier such assistance.
- 1.5 In conducting the review, it is intended that correctional officers will not be worse-off (general pay and conditions considered as a whole) and the review may extend beyond 12 months.



**SCHEDULE 1.15D: SECURE TRAINING CENTRE ALLOWANCE**

- 1.1 An allowance of \$1,750 per annum (payable fortnightly and for all purposes) is payable to Secure Training Centre Youth Workers (Operational Services Stream classifications (OPS)) employed by the Department for Families and Communities, Families SA and who work in the Secure Training Centres located at Magill (and its replacement) and Cavan and meets the following criteria:
- a) Has had not less than 6 years service (excluding any periods of leave without pay) as a Secure Training Centre Youth Worker; and
  - b) Demonstrates and promotes the core values of providing a safe and secure environment for young people held in custody.
- 1.2 The allowance will only be payable while the relevant Secure Training Centre Youth Worker occupies a position of Secure Training Centre Youth Worker classified in the Operational Services Stream in the Magill (or replacement) and/or Cavan Secure Training Centres or such an employee is directed or requested to undertake a secondment at their substantive level, or temporarily act in another position at their substantive level, for not more than 6 months (or for such longer period as may be approved by the Chief Executive, DFC or delegate).
- 1.3 This allowance is not payable for more than one position (i.e. no Secure Training Centre Youth Worker can receive more than one "Secure Training Centre Allowance" under this Schedule).

**SCHEDULE 1.15E: ALLOWANCES, OPERATION OF**

- 1.1 For the purposes of this Schedule, an employee can only be in receipt of one or other Allowance of the foregoing allowances at any time.

**SCHEDULE 1.16: PROFESSIONAL OFFICERS STREAM**

**SCHEDULE 1.16A: PROFESSIONAL OFFICERS – OCTOBER 2009**

Classification	Increment	Current	First full pay period on or after 1/10/2009
PO-1	3 year degree	\$46,566	\$47,730
	4 year degree	\$48,784	\$50,004
	3rd	\$51,001	\$52,276
	4th	\$53,219	\$54,549
	5th	\$56,544	\$57,958
	6th	\$58,762	\$60,231
	7th	\$59,871	\$61,368
PO-2	1st	\$63,197	\$64,777
	2nd	\$65,414	\$67,049
	3rd	\$67,909	\$69,607
	4th	\$70,404	\$72,164
PO-3	1st	\$73,176	\$75,005
	2nd	\$75,393	\$77,278
	3rd	\$77,611	\$79,551
PO-4	1st	\$80,382	\$82,392
	2nd	\$83,154	\$85,233
	3rd	\$85,371	\$87,505
	4th	\$87,866	\$90,063
PO-5	1st	\$90,914	\$93,187
	2nd	\$93,132	\$95,460
	3rd	\$95,349	\$97,733
	4th	\$102,002	\$104,552

**SCHEDULE 1.16B: PROFESSIONAL OFFICERS – AFTER 14 JANUARY 2010**

Classification	Increment	First full pay period on or after 14/1/2010	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
PO-1	3 year	\$50,004	\$51,254	\$52,535
	4 year	\$52,276	\$53,583	\$54,923
	3rd	\$54,549	\$55,913	\$57,311
	4th	\$57,958	\$59,407	\$60,892
	5th	\$61,368	\$62,902	\$64,475
PO-2	1st	\$64,777	\$66,396	\$68,056
	2nd	\$67,049	\$68,725	\$70,443
	3rd	\$69,607	\$71,347	\$73,131
	4th	\$72,164	\$73,968	\$75,817
PO-3	1st	\$75,005	\$76,880	\$78,802
	2nd	\$77,278	\$79,210	\$81,190
	3rd	\$79,551	\$81,540	\$83,579
PO-4	1st	\$82,392	\$84,452	\$86,563
	2nd	\$85,233	\$87,364	\$89,548
	3rd	\$87,505	\$89,693	\$91,935
	4th	\$90,063	\$92,315	\$94,623
PO-5	1st	\$93,187	\$95,517	\$97,905
	2nd	\$95,460	\$97,847	\$100,293
	3rd	\$97,733	\$100,176	\$102,680
PO-6		\$104,552	\$107,166	\$109,845

For the purposes of this Schedule: Professional Officers Stream

a) A management allowance as specified below (payable fortnightly) will be paid for all purposes to employees classified at PO3, PO4 and PO5 who expressly have “managerial responsibilities” as defined in the work level definitions.

First full pay period on or after <b>1 October 2009</b>	First full pay period on or after <b>1 October 2010</b>	First full pay period on or after <b>1 October 2011</b>
\$1,794 pa	\$1,839 pa	\$1,885 pa

**SCHEDULE 1.17: TECHNICAL SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
TGO-0	16 years & under	\$18,054	\$18,505	\$18,968	\$19,442
	17 years	\$21,526	\$22,064	\$22,616	\$23,181
	18 years	\$24,998	\$25,623	\$26,263	\$26,920
	19 years	\$28,470	\$29,181	\$29,911	\$30,659
	20 years	\$31,941	\$32,740	\$33,559	\$34,398
	1st year adult	\$34,719	\$35,587	\$36,477	\$37,389
	2nd year adult	\$35,768	\$36,662	\$37,579	\$38,518
	3rd year adult	\$36,958	\$37,882	\$38,829	\$39,800
	4th year adult	\$38,133	\$39,086	\$40,063	\$41,065
	5th year adult	\$39,287	\$40,269	\$41,276	\$42,308
	6th year adult	\$40,366	\$41,375	\$42,409	\$43,469
	7th year adult	\$41,693	\$42,735	\$43,803	\$44,898
	8th year adult	\$43,035	\$44,111	\$45,214	\$46,344
9th year adult	\$44,381	\$45,491	\$46,628	\$47,794	
TGO-1	18 years	\$34,180	\$35,034	\$35,910	\$36,808
	19 years	\$35,751	\$36,645	\$37,561	\$38,500
	20 years	\$37,323	\$38,256	\$39,212	\$40,193
	1st year adult	\$39,287	\$40,269	\$41,276	\$42,308
	2nd year adult	\$40,366	\$41,375	\$42,409	\$43,469
	3rd year adult	\$41,693	\$42,735	\$43,803	\$44,898
	4th year adult	\$43,035	\$44,111	\$45,214	\$46,344
	5th year adult	\$44,381	\$45,491	\$46,628	\$47,794
	6th year adult	\$45,722	\$46,865	\$48,037	\$49,238
	7th year adult	\$47,083	\$48,260	\$49,467	\$50,704
8th year adult	\$48,613	\$49,828	\$51,074	\$52,351	
9th year adult	\$49,973	\$51,222	\$52,503	\$53,816	
TGO-2	1	\$53,962	\$55,311	\$56,694	\$58,111
	2	\$55,736	\$57,129	\$58,557	\$60,021
	3	\$57,514	\$58,952	\$60,426	\$61,937
TGO-3	1	\$60,304	\$61,812	\$63,357	\$64,941
	2	\$61,979	\$63,528	\$65,116	\$66,744
	3	\$63,655	\$65,246	\$66,877	\$68,549
TGO-4	1	\$65,499	\$67,136	\$68,814	\$70,534
	2	\$67,089	\$68,766	\$70,485	\$72,247
	3	\$68,678	\$70,395	\$72,155	\$73,959
TGO-5	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178

**SCHEDULE 1.18: VISITING DENTAL STAFF AGREEMENT**

Classification	Current (Per Hour)	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
DOV-1	\$101.30	\$103.80	\$106.40	\$109.10
DOV-2	\$112.30	\$115.10	\$118.00	\$121.00
DOV-3	\$126.30	\$129.50	\$132.70	\$136.00

**SCHEDULE 1.19: VISITING PODIATRISTS**

The rates in this Visiting Podiatrists Schedule are per 3.5 hour session.

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Up to 3 years relevant experience since qual.	\$122.60	\$125.70	\$128.80	\$132.00
More than 3 years relevant experience since qual.	\$161.70	\$165.70	\$169.80	\$174.00

**SCHEDULE 1.20: YOGA INSTRUCTOR - SESSIONAL**

Classification	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
Hourly rate	\$21.40	\$21.90	\$22.40	\$23.00

## **Schedule 1.21: Translation Arrangements**

### **Schedule 1.21A: Translation Arrangements – Allied Health Professionals**

“Existing” in these Translation Arrangements is a reference to that which applied immediately prior to the commencement of operation of the new classification structure for Allied Health Professionals.

1.1 This Enterprise Agreement contains a new Allied Health Professional Classification Structure (refer to Appendix 5A) and salary rates.

1.2 An Allied Health Professional (AHP) is defined in the Allied Health Professional Classification Structure.

1.3 The new AHP structure will be implemented from the first full pay period on or after 14 January 2010.

1.4 Existing Professional Officers will translate into the new classification levels based on the following:

- (a) Level 1 – Steps 1 to 4 (inclusive) translate to the corresponding steps 1 to 4 in Level 1.
- (b) Level 1 – Step 5 translates to step 5 in Level 1.
- (c) Level 1 – Steps 6 and 7 translate to the first step of Level 2 and will be eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress through the steps of Level 2 not earlier than 12 months later.
- (d) Level 2 – Step 1 translates to step 2 in Level 2.
- (e) Level 2 – Step 2 translates to step 3 in Level 2.
- (f) Level 2 – Step 3 translates to step 4 in Level 2.
- (g) Level 2 – Step 4 translates to step 5 in Level 2.
- (h) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
- (i) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
- (j) Level 5 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 5.
- (k) Level 5 – Step 4 translates to new classification of Level 6.

1.5 A Professional Officer Level 1 who translated to AHP Level 1 step 5, in accordance with clause 1.4(b) will have the service at Professional Officer Level 1 step 5 count in aggregate towards the 12 month period at the top increment of AHP Level 1 for the purposes of being eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress to AHP Level 2.

1.6 Where the Peer Assessment Panel determines that an AHP is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee’s incremental service date, whichever is the later.

1.7 In respect to the vocational groups of Developmental Educators, Orthotists and Prosthetists implementation arrangements will be confirmed in consultation between the Chief Executive, Department for Families and Communities, the Chief Executive, Department of Health and the PSA following the issuing of a determination by the Commissioner for Public Employment.

**Schedule 1.21B: Translation Arrangements – Professional Officers**

“Existing” in these Translation Arrangements is a reference to that which applied immediately prior to the commencement of approval of this Agreement.

1.1 Translation of Professional Officers will be implemented from the first full pay period on or after 14 January 2010.

1.2 Existing Professional Officers will translate into the new salary levels based on the following:

- (a) Level 1 – Steps 1 and 2 translate to the corresponding steps 1 and 2 in Level 1.
- (b) Level 1 – Steps 3 and 4 translate to step 3 in Level 1.
- (c) Level 1 – Step 5 translates to step 4 of Level 1.
- (d) Level 1 – Steps 6 and 7 translates to step 5 of Level 1.
- (e) Level 2 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 2.
- (f) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
- (g) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
- (h) Level 5 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 5.
- (i) Level 5 – Step 4 translates to Level 6.

**Schedule 1.21C: Translation Arrangements – Medical Scientists**

“Existing” in these Translation Arrangements is a reference to that which applied immediately prior to the commencement of approval of this Agreement.

1.1 Translation of Medical Scientists will be implemented from the first full pay period on or after 14 January 2010.

1.2 Existing Medical Scientists will translate into the new salary levels based on the following:

- (a) Level 1 – Steps 1 to 4 (inclusive): translate to the corresponding steps 1 to 4 in Level 1.
- (b) Level 1 – Step 5 translates to step 5 in Level 1.
- (c) Level 1 – Steps 6 and 7 translate to the first step of Level 2 and will be eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress through the steps of Level 2 not earlier than 12 months later.
- (d) Level 2 – Step 1 translates to step 2 in Level 2.
- (e) Level 2 – Step 2 translates to step 3 in Level 2.
- (f) Level 2 – Step 3 translates to step 4 in Level 2.
- (g) Level 2 – Step 4 translates to step 5 in Level 2.
- (h) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
- (i) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
- (j) Level 5 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 5.
- (k) Levels 6A and 6B translate to Levels 6A and 6B respectively.

1.3 A Medical Scientist Level 1 Level 1 who translated to Level 1 step 5, in accordance with clause 1.2(b) will have the service at Level 1 step 5 count in aggregate towards the 12 month period at the top increment of Medical Scientist Level 1 for the purposes of being eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress to Level 2.

1.4 Where the Peer Assessment Panel determines that a Medical Scientist is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee’s incremental service date, whichever is the later.



#### **Schedule 1.21D: Translation Arrangements – Grant Funded Scientists**

“Existing” in these Translation Arrangements is a reference to that which applied immediately prior to the commencement of approval of this Agreement.

- 1.1 Translation of Grant Funded Scientists will be implemented from the first full pay period on or after 14 January 2010.
- 1.2 Existing Grant Funded Scientists will translate into the new salary levels based on the following:
  - (a) Level 1 – Steps 1 to 4 (inclusive): translate to the corresponding steps 1 to 4 in Level 1.
  - (b) Level 1 – Step 5 translates to step 5 in Level 1.
  - (c) Level 1 – Steps 6 and 7 translate to the first step of Level 2 and will be eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress through the steps of Level 2 not earlier than 12 months later.
  - (d) Level 2 – Step 1 translates to step 2 in Level 2.
  - (e) Level 2 – Step 2 translates to step 3 in Level 2.
  - (f) Level 2 – Step 3 translates to step 4 in Level 2.
  - (g) Level 2 – Step 4 translates to step 5 in Level 2.
  - (h) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
  - (i) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
  - (j) Level 5 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 5.
  - (k) Levels 6A and 6B translate to Levels 6A and 6B respectively.
- 1.3 A Grant Funded Scientist Level 1 who translated to Level 1 step 5, in accordance with clause 1.2(b) will have the service at Level 1 step 5 count in aggregate towards the 12 month period at the top increment of Grant Funded Scientist Level 1 for the purposes of being eligible to apply to a Peer Assessment Panel for assessment (as defined) to progress to Level 2.
- 1.4 Where the Peer Assessment Panel determines that a Grant Funded Scientist is eligible for progression the date of operation for the new salary will be either from the date of receipt of application for assessment or the employee’s incremental service date, whichever is the later.

## APPENDIX 2: SAVED CLAUSES

### Appendix 2.1 Department of the Premier and Cabinet

#### For employees in SafeWork SA

##### Hours of Work

*(as prescribed in the Department for Industrial Affairs Enterprise Bargaining Agreement 1997)*

- Implementation of the following arrangement in respect of ordinary hours within the life of this agreement.
- The ordinary hours of work shall be an average of 37.5 hours per week with all work to be worked on a continuous basis (except for meal breaks).
- All work performed between 8.00am and 7.00pm, Monday to Friday will be paid at ordinary time rate.
- Where an employee works their ordinary hours between 8.00am and 7.00pm on Saturday they will be paid at ordinary rates up to a maximum of six (6) Saturdays per annum, then the employee will, in addition to their ordinary rate of pay, be paid an allowance of 50 per centum for the time worked on each additional Saturday.
- Where an employee voluntarily works their ordinary hours on a Saturday there will be no limit on the number of Saturdays which can be worked at ordinary rates of pay.
- Except by mutual agreement between the employee concerned and the employer, employees will have two consecutive days off work in any one week.
- If an employee is required to work on a public holiday which falls on Saturday, the appropriate penalty will apply.
- Services to customers will be provided between the hours of 8.00am and 6.00pm, Monday to Friday.
- It shall be a feature of working under this Agreement that the development of flexible working arrangements and hours of work shall be made with appropriate consideration to business needs and the needs of employees, having particular regard to those employees with family responsibilities. Where there is a demonstrable operational need or organisational requirement, staff may be required to work outside ordinary hours of work as currently directed.

State Aboriginal Affairs Division Agreement (now known as the Aboriginal Affairs and Reconciliation Division).

#### 8.4.12 Cultural Leave

For the purpose of this paragraph:-

An Aboriginal is a person who identifies as such and is regarded as an Aboriginal person by the Aboriginal Community.

NAIDOC Week shall mean the week in which the National Aboriginal days fall as determined by the national Aboriginal and Islander Day Observance Committee (NAIDOC).

##### (a) Ceremonial Leave

Ceremonial Leave without pay may be granted with approval of the Chief Executive, to an employee of Aboriginal descent for ceremonial purposes:

- Connected with the death of a member of the family; or
- For other ceremonial obligations under Aboriginal law.

The maximum period of ceremonial leave shall be 10 working days in a calendar year.

Ceremonial leave granted is in addition to other leave to which an employee is entitled and does not count for days of service for any purpose.

##### (b) NAIDOC Week

Upon application by an Aboriginal or Torres Strait Islander employee, the Chief Executive may approve time off without loss of pay for attendance at official celebrations and activities that occur during that week. The maximum time available to attend such functions shall be 10 hours in a calendar year.

## Appendix 2.2 Attorney-General's Department

### 7.5 Payment of Fees by Employer

The employer will pay any fees and charges necessary to enable an employee to practise the profession or occupation in which the employee is employed in the Department.

Without limiting the above, the employer will pay, for example -

- Fees for practising certificates and other levies or charges required to be paid for practising law.
- Charges imposed for continuing legal education forming a compulsory requirement for practising law.
- Fees for registration required to be paid for practising as a conveyancer.
- Fees for membership of an organisation that the employer requires the employee to join.

However, the employer is not liable to pay fees or charges incurred by the employee before entering employment with the employer.

### 8.2 Negotiation and Consultation on Measures

Negotiation and/or consultation on measures to improve productivity, efficiency and flexibility of the Department (including measures identified in Schedule 1) will commence and continue through the Single Bargaining Centre, the Single Bargaining Unit and the consultative committees as required.

- 8.3 The Chief Executive undertakes to keep employees informed of government policy issues (including service levels and resource allocation) falling outside the parameters of this Agreement that may affect the Attorney-General's Department.
- 8.4 The parties recognise the role of management in managing the budget and identifying, and providing the means to implement, measures to improve productivity, efficiency and flexibility of the Department.
- 8.5 The parties recognise the role that employees play in achieving improved productivity, efficiency and flexibility and employees are encouraged to identify measures to improve productivity, efficiency and flexibility (including by identifying inefficiencies in expenditure of the Department).
- 8.6 Negotiation on measures to improve productivity, efficiency and flexibility of the Department will proceed with a view to achieving real and sustainable savings and benefits, while recognising appropriate industry benchmarks and achieving best practice.
- 8.7 Consultation about a proposal for a review or assessment of an area, practice or other matter will proceed (as early as possible) with the employees who may be affected by the proposal and relevant employee associations (within the meaning of the I&ER Act).
- 8.8 If proposed measures to improve productivity, efficiency and flexibility of the Department involve significant changes to work practices, structures or conditions (including changes involving reducing staff numbers), all affected employees and relevant employee associations (within the meaning of the I&ER Act) will be fully consulted before the measures are implemented.
- 8.9 Consultation involves the sharing of information and the exchange of views between employers and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision-making process.
- Consultation is to be done in good faith and not simply involve advising employees what will be done.
  - 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.

- Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employees and/or their representatives.
- Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

8.10 These procedures are designed to achieve a joint commitment to, and consensus about, organisational change following full consultation before implementation of significant change.

8.11 If consensus cannot be reached about proposed changes to work practices, structures or conditions (including changes involving reducing staff numbers), the procedures for preventing and settling industrial disputes set out in this Agreement apply.

#### Carer's Leave

##### Use of sick leave accruals

9.1 Carer's Leave as provided for in the Agreement may be accessed as carer's leave by an employee in respect of an absence from work due to the employee accompanying a family member to a medical, dental or other health related consultation.

9.2 A person will be regarded as a family member if, for example, the person is:

- A child of, or in the care of, the employee or of the employee's spouse or putative spouse; or
  - A spouse or putative spouse of the employee; or
  - A parent or grandparent of the employee or the employee's spouse or putative spouse; or
  - A brother or sister of the employee; or
  - A person who is a member of the employee's household; or
  - A person with whom the employee has a close personal relationship.
- Step relationships should be treated in the same way as blood relationships.

9.3 Procedures for the taking of carer's leave (including the provision of evidentiary certificates) will be similar to the procedures for the taking of ordinary sick leave.

### **Appendix 2.3 Department for Families and Communities**

1. Housing employees

1.1 The current flexi-time arrangements in discrete Housing areas will remain in place.

1.2 The conditions of employment for employees previously covered by the Housing, Urban Development and Local Government Relations Portfolio Agreement 1996 who are now party to this Agreement will be in accordance with the conditions of employment for Public Sector Management Act employees, except for income maintenance arrangements for those employees who:

- Were covered by the South Australian Housing Trust/Public Service Association Industrial Agreement; and
- Were identified specifically in the Housing, Urban Development and Local Government Relations Portfolio Enterprise Agreement (1996) at clause 15(24)(1); and
- Are declared to be excess employees and are redeployed.
- Such employees will retain their translated classification level under this Agreement for salary purposes.

1.3 The provisions of 1.2 will not apply where an employee is promoted or transfers to another ongoing position at the employee's request outside the Housing Trust.

2. FACS Enterprise Agreement

For employees previously covered by the Department for Family and Community Services Enterprise Agreement No. 2, the following provisions will be implemented during the life of the Agreement:

- A country service incentives scheme;
- On-call arrangements for country after hours call outs.

## Appendix 2.4 Department of Primary Industries and Resources

### 10 EMPLOYMENT CONDITIONS

#### FIXED TERM CONTRACTS

A number of staff at SARDI are employed under contracts which specify that they are employed for a fixed term. The employment of such staff members terminates at the end of the fixed term of their contracts unless they are offered and accept a further contract of employment with SARDI. Where the contract of such staff members expires, and where such staff members have been employed for a continuous period of 5 years or more, they will be offered a further period of employment subject to the following conditions:

- SARDI is not able to make available a further fixed term contract either because a project has been completed or because a lack of further industry funds has precluded further work on the project; and
- The staff member has not succeeded in winning a new position on the basis of merit;
- The staff member in question has demonstrated a satisfactory work performance;
- The offer of a further contract of employment will be for a minimum period of 3 months and for a maximum period of 12 months.
- Although SARDI is unable to predict the terms on which any such offer will be made prior to the offering of any such further contract of employment, SARDI anticipates that any such offer is likely to include terms and conditions such as location at which the work will be offered.
- An offer of a further contract of employment in accordance with this clause will be made to the staff member concerned approximately 6 weeks prior to the expiry of the staff member's fixed term of employment.

#### TIME IN LIEU OF OVERTIME

The parties agree that approved additional hours worked involved with meeting seasonal work demands or work required for completion of projects or experiments may be managed by the use of time off in lieu (TIL) of payment for overtime hours worked.

In respect to the operation of TIL in SARDI the parties agree that where an employee has elected to access TIL and not overtime payment:

- Each employee eligible for overtime payments for approved additional hours worked as defined in Commissioner's Determination No. 1, may accumulate a balance of up to 100 hours TIL.
- Balances of TIL are to be taken as soon as practicable following the accumulation of overtime hours, and not more than seven months after the time was accumulated.
- Local managers must approve all hours recorded as TIL and be responsible for management of records of TIL balances and ensure that all employees are treated equitably and fairly in regard to accumulation of hours and take out of accumulated time.
- Where an employee cannot access TIL balances because of operational demands a local manager may present a case to the relevant delegate that the outstanding balance be paid at normal rates of pay.

Employees in receipt of a specific allowance or loading for out of hours work are not eligible for the accumulation of TOIL under the conditions described above.

## **Appendix 2.5 Department for Transport, Energy and Infrastructure**

### **Transport SA**

Department for Transport, Urban Planning and the Arts (Transport SA) (State) Enterprise Bargaining Agreement, 1997

Clause 19 - Local Work Flexibility Changes

Voting on any issue or change which affects a limited number of employees shall 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.

### **The Office of the Passenger Transport Board**

The Office of the Passenger Transport Board Enterprise Bargaining Agreement, 1996

Clause 13.1 Implement changes to the flexitime system to allow staff:

- 13.1.1 To work up to 10 hours between 7.00am and 7.00p.m., Monday to Friday within guidelines to be developed;
- 13.1.2 Amend limits regarding the number of flexi days that can be taken at once; and

## Appendix 2.6 Department of Treasury and Finance

### 7 Employment Conditions

#### (1) Flexible Working Hours and Overtime

Except as detailed below, the current guidelines relating to the recording and management of flexitime, as provided in Commissioner's Circular No. 34 will continue to apply.

The bandwidth within Treasury and Finance will be 7.00am to 7.00pm.

Working arrangements within these hours will be negotiated between staff and branch managers, recognising that current Government policy is to ensure provision of a quality client service between the hours of 8.00am and 6.00pm.

Core Time The term 'core time' refers to the timeframe within which all staff rostered for work on a particular day will normally be present.

The core time will remain as 10.00am to 4.00pm.

#### Hours Worked

Management and recording of flexitime will continue to be over existing '4 week accounting periods', with the number of hours normally expected of any officer over that period remaining at 150.

#### Credit Hours

The number of credit hours able to be carried forward to the next accounting period will increase to 20 hours.

#### Debit Hours

The number of debit hours able to be carried forward to the next accounting period will remain at 10 hours.

#### Time Off

Within each 4 week period, the amount of time able to be taken off by any officer will increase to 2 days (i.e. 2 full days, or 4 half days, or a combination thereof).

Officers wishing to utilise the time off provisions must make relevant arrangements in advance with their manager, and final approval remains the discretion of management.

#### (2) Overtime

Except as detailed below, the provisions of Commissioner's Determination No. 1 will continue to apply.

#### Overtime Reduction

Branch Managers are to adopt staffing practices aimed at achieving a 50% reduction target in relation to paid overtime, and it is anticipated that the more flexible working hours outlined above will assist in that process.

#### Time Off in Lieu

Whilst retaining the right of Branch Managers to approve paid overtime in special circumstances, it has been agreed that all staff will work towards time off in lieu as the future norm within Treasury and Finance.

#### Special Arrangements

In addition to the above arrangement, EMG has agreed that the Under Treasurer may authorise any additional flexible working arrangements on a one off basis to meet special circumstances.

#### (2) Leave Loading

As a result of the Enterprise Bargaining consultation process employees eligible for the payment of Leave Loading in accordance with the South Australian Public Service (Leave Loading) Award will have the option of either:

- (a) Retaining their entitlement to payment of leave loading; or
- (b) Electing an entitlement to an additional 2 days recreation leave (pro rata for part time employees) in lieu of the payment of leave loading.

## **Appendix 2.7 South Australian Tourism Commission**

### **Flexitime**

For employees who are required to maintain working contact outside normal hours 7.00am is the earliest permissible starting time and 7.00pm the latest permissible finishing time.

### **TOIL**

If accumulated TOIL (maximum 5 days) cannot be taken at organisational convenience, then it can be paid out at the end of each quarter.

## **Appendix 2.8 Senior Secondary Assessment Board of South Australia**

### **SSABSA's Staff Manual (Employment Conditions Manual)**

The working conditions of SSABSA employees are agreed as those which are listed in the SSABSA Staff Manual (Employment Conditions Manual) and which are amended from time to time. Further work on the SSABSA Staff Manual (Employment Conditions Manual) which will consolidate personnel policies for the organisation will be undertaken in the life of the agreement.



## **Appendix 2.9 State Emergency Service**

### Schedule 3 Penalty Loadings

Training and Development Officers and Divisional Officers

On Call Allowance, as per Commissioner's Determination No. 8.

#### **13.1% PENALTY FOR IRREGULAR HOURS AND WEEKEND WORK**

The Hours of Duty and Overtime conditions for these Officers shall be:

1. The ordinary hours of duty of an officer shall be an average of 150 per four week period worked irregularly over 7 days including public holidays, as determined by the employer, provided that:
  - (a) Unless otherwise agreed between the employer and the officer, an officer shall not work more than 20 days in a four week period;
  - (b) No officer shall work more than 10 consecutive days without a break;
  - (c) An officer shall be entitled to at least 8 consecutive hours break between the finish of one duty period and the commencement of the next duty period unless agreed between the employer and the officer;
  - (d) Where an officer is required to work an average more than 37.5 hours per week, (other than overtime as provided for in point (c)) such excess hours should, where possible, be taken off within the four week period in which they accrue, or during the following four-week period;
  - (e) Where an officer rostered off duty is recalled to duty to attend an emergency, such officer shall be paid overtime as prescribed in Commissioner's Determination No. 1;
  - (f) The Time Off in Lieu of Overtime provisions contained in Commissioner's Determination No. 1 shall apply.
2. An officer shall be rostered to work on approximately half the public holidays and weekends occurring in a year.
3. An allowance of 13.1% of annual salary shall be paid to officers as compensation for working irregular hours and for working on weekends and public holidays as part of their ordinary hours. This allowance is not payable whilst an officer is on recreation leave, long service leave, full time study leave and block release for study purposes.

### Deputy Director

On Call Allowance, as per Commissioner's Determination No. 8.

#### **10.1% PENALTY FOR ADDITIONAL HOURS AND WEEKEND WORK.**

An allowance of 10.1% of annual salary shall be paid to the Deputy Director in recognition for working irregular additional hours and for working on weekends. This allowance is not payable whilst the officer is on recreation leave, long service leave, full time study leave and block release for study purposes.

## **Appendix 2.10 South Australian Country Fire Service**

### Clause 7.5.2 OCO Allowance

Investigate the payment of an allowance to Operations Centre Officers in lieu of shift penalties

### Schedule 2

### South Australian Country Fire Service - Staff Terms And Conditions

Please refer to conditions as outlined in the South Australian Country Fire Service Staff Terms and Conditions Clause 3 - Arrangement. All affected employees will receive a copy of this document. Any other employees wishing to view a copy of this agreement should contact 8463 4084 to request a copy.

## **Appendix 2.11 Carclew Youth Arts Centre**

### Clause 19. Conditions of Employment

19.1 The parties to this Enterprise Agreement hereby acknowledge their terms and conditions of employment to the extent to which they are appropriate are the same as those specified in the CPE PSM Act Determinations, Directions, Circulars, Guidelines, as amended from time to time, except for the following:

#### 19.1.1 Hours of Duty

All conditions associated with hours of duty will be described in PSM Act Determination 11 with the exception of:

Ordinary hours of duty will be 37.5 hours per week, or 75 hours over a two week period, to be worked between the hours of 8.00am and 11.00pm Monday to Friday.

## **Appendix 2.12 Country Arts Trust**

### Clause 20. Conditions of Employment

20.1 The parties to this Enterprise Agreement hereby acknowledge their terms and conditions of employment to the extent to which they are appropriate are the same as those specified in the CPE PSM Act Determinations, Directions, Circulars, Guidelines, as amended from time to time, except for the following:

#### 20.1.1 Hours of Duty

All conditions associated with hours of duty will be described in PSM Act Determination No. 11 with the exception of:

Ordinary hours of duty will be 38 hours per week, or 76 hours over a two week period, between the hours of 8.00am and 11.00pm Monday to Saturday.

## Appendix 2.13 Legal Services Commission

### 4 RELATIONSHIP OF AGREEMENT TO CONDITIONS OF EMPLOYMENT AND MEMORANDUM OF UNDERSTANDING

#### Conditions of Employment

- 4.1 This Agreement shall be read and interpreted wholly in conjunction with:
- (a) The terms and conditions of employment existing as at the date preceding the date this Agreement came into effect; and
  - (b) The terms and conditions contained in the SA Public Sector Salaried Employees Interim Award; and
  - (c) Those terms and conditions which are set out in the Circulars and Determinations and PSM Act Directions and Guidelines as issued from time to time by the Commissioner which shall during the term of this Agreement be reviewed by the parties so as to determine their applicability to the Commission and its employees.
- 4.2 Where the Commission's terms and conditions of employment exceed those provisions which operate by virtue of 4.1 (b) or (c) the Commission's terms and conditions shall apply.

#### Payment of fees by employer

- 7.4 The Commission will pay any fees or charges necessary to enable an employee to practise the profession or occupation in which the employee is employed in the Commission.

Without limiting the above, the Commission will pay, for example:

- Fees for practising certificates and other levies or charges required to be paid for practising law within the Commission;
- Charges imposed for continuing legal education forming a compulsory requirement for practising law within the Commission;
- Fees for registration required to be paid for practising as a conveyancer;
- Fees for membership of an organisation that the Commission requires the employee to join.

However, the Commission is not liable to pay fees or charges incurred by the employee before entering employment with the employer.

## **Appendix 2.14 South Australian Metropolitan Fire Service**

### **18. MEAL BREAKS – ORDINARY HOURS OF DUTY**

- 18.1 An employee will not be required to work for more than five hours without a meal break of a minimum of 30 minutes. All time worked in excess of five hours will be paid the appropriate penalty rate, saving when the employer and the employee agree the employee may elect to work up to an extra 60 minutes at the ordinary hourly rate before commencing a meal break.
- 18.2 If an employee agrees to work beyond six hours without a meal break the employee will be paid at the appropriate penalty rate for all time worked in excess of five hours and until the employee commences a meal break.
- 18.3 Nothing in this clause will prohibit an employee to cease duty and commence a meal break at any time after working five hours without a meal break.

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

### **Appendix 3.1 Quarantine Station Inspectors - Primary Industries and Resources SA**

This appendix provides for paid Crib Break and Paid Day Off entitlements for Quarantine Station Inspectors (OPS) employed by Primary Industries and Resources SA (PIRSA), not including casual employees.

This schedule applies only to PIRSA employees bound by the terms and conditions of the SA Public Sector Salaried Employees Interim Award and this Agreement and who are employed as Quarantine Station Inspectors, not including casual employees.

This appendix will come into effect from 28 September 2006.

#### Crib Break

The Crib Break is a 30 minute period during which the employee is able to consume a meal, sustenance and/or refreshments. During a Crib Break the employee will be available for duty as and when required and if necessary will interrupt the Crib Break and re-engage in active duty.

Quarantine Station Inspectors who are working an 8 hour shift (or 7 hour shift at Pinnaroo) shall be provided with a 30-minute Crib Break at or before the completion of 5 hours of work.

#### Paid Day Off

The 30 minute Crib Break period is to be recorded in a Paid Day Off (PDO) time bank for the sole purpose of the employee taking a PDO at a time to be agreed between the employer and employee.

Employees are required to take one PDO per 4 week period except as otherwise agreed between the employee and employer.

## **Appendix 3.2 Special Conditions for Employees Employed as Traffic Management Centre Operators, Department for Transport, Energy and Infrastructure (DTEI)**

This Schedule provides for a nine-day fortnight arrangement for Traffic Management Centre Operators within the Department.

This Schedule applies only to those employees bound by this Enterprise Agreement who are described as "Traffic Management Centre Operators" and classified pursuant to the Administrative Services Stream of the SA Public Sector Salaried Employees Interim Award and are employed at the Traffic Management Centre of the Department.

This Flexibility Agreement is independent from and supersedes the previous Special Determinations by the Department of the Premier and Cabinet dated 24 December 1997 and 7 December 2001 by the Department of the Premier and Cabinet for Traffic Control Centre Operators in Transport SA.

For employees employed as "Traffic Management Centre Operators" the following conditions will apply and should be read in conjunction with the SA Public Sector Salaried Employees Interim Award (the Award).

### **DEFINITIONS**

*"Special Determinations"* - means a determination made by the CPE in accordance with Section 30 (1) of the *Public Sector Management Act, 1995* in relation to general employment.

*"Programmed Day Off"* - means either of the two accrued paid days an employee has off work by working additional hours each day shift above the ordinary hours of a 28 day (7.5) period over a 28 day period.

*"Rostered Day Off"* - means any of the eight days that an employee is rostered off work over a 28 day period.

*"Penalty Payment"* – means the additional percentage component as prescribed in the relevant Award clause, paid on top of the hourly rate.

### **1. Hours of Work**

- 1.1 The regular working hours will be 8 hours and 50 minutes (8.83 hours) per shift inclusive of a 30 minute unpaid meal break. Excluding the unpaid meal break, the total hours worked per shift are 8 hours and 20 minutes (8.33 hours).
- 1.2 The additional 50 minutes worked per shift above 7.5 hours (ordinary hours) accrues towards two programmed days off per 28 day period.
- 1.3 A 30 minute unpaid meal break will apply for each shift. In any event, no operator will be required to work more than 5 hours without a minimum 30 minute unpaid meal break.
- 1.4 The ordinary hours of work will not exceed 150 hours in 28 consecutive days. If directed, all time worked in excess of 150 hours will be overtime.
- 1.5 The average of 37.5 hours per week will be worked by rostering employees on various days of the week during a particular work cycle so that each employee will have two programmed days off and eight rostered days off during that 28 day cycle.
- 1.6 When a shift falls partly on a Saturday, Sunday or public holiday, that shift, the major part of which falls on the Saturday, Sunday or public holiday, will be regarded as a Saturday, Sunday or public holiday shift respectively for penalty payment.
- 1.7 The following provisions will apply in lieu of clause 6.5.5 of the Award.
  - 1.7.1 Excluding Saturdays, Sundays and Public Holidays, where an employee completes a rostered period of work, which commences before 6.30am and finishes after 7.30am (and there is no entitlement to overtime) the employee will only be paid an allowance of 15% of (and in addition to) his/her ordinary rate of pay for the time worked before 6.30am.

## **2. Overtime**

- 2.1 An employee may be required by the employer to work reasonable overtime.
- 2.2 All time worked in excess of or outside the regular working hours as defined within clause 1.1, will be remunerated in accordance with the provisions of clause 6.1.6.2 of the Award.

## **3. Recreation Leave**

- 3.1 An employee who is regularly rostered to work their ordinary hours of duty over 7 days of the week, and works more than half of the Sundays and Public Holidays in a year, will qualify for an additional one weeks recreation leave in lieu of the standard four weeks annual leave.

## **4. Rosters**

- 4.1 Shift rosters will specify the commencing and finishing hours of ordinary working hours of the respective shifts.
- 4.2 The method of working shifts and the time of commencing and finishing shifts, once having been determined, may be varied by agreement between employer and the majority of the employees concerned to suit the circumstances of the employer, or, in the absence of agreement, by 7 days notice of alteration given by the employer to the employees.

## **Appendix 3.3 - SA Health - Special conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate**

### **Scope and Persons Bound**

This Workplace Flexibility Agreement ('WFA') only applies within SA Health (incorporating the Department for Health and Ageing and Local Health Networks) (however described), or any successor agency and will be binding on persons employed to work at one or more of the following SA Health Community Rehabilitation Centres: Elpida House, Wondakka Community Rehabilitation Centre and/or Trevor Parry Centre as a Community Rehabilitation Worker, classified pursuant to the Operational Services Stream in the S.A. Public Sector Salaried Employees Interim Award, including as a casual Community Rehabilitation Worker (referred to as a 'relevant employee').

### **Objects**

The objects of this WFA are to:

1. Amend the ordinary hours of duty of relevant employees to allow for a reconfiguration of shift rosters to achieve minimum staffing requirements; and
2. Establish a working arrangement that provides for a crib break for relevant employees undertaking night or weekend shifts, in lieu of the meal break entitlements that would otherwise apply under clause 22.1 of this Enterprise Agreement.

### **Hours of work and overtime**

For relevant employees, in place of the definition of "overtime" in clause 6.1.1 of the Award: "Overtime" means work in excess of a relevant employee's normal hours of duty and where such time is in excess of:

- 10 hours in any one day;
- 150 hours in any four-week period.

### **Crib Break**

For relevant employees, insert after clause 22.1 of this Enterprise Agreement:

"22.1A Relevant employees, who work during a night or weekend shift, will be entitled to a crib break of 30 minutes, which will count as part of the employee's ordinary hours. No relevant employee will be required to work more than 5 hours without a crib break."

### **Date of Operation**

This Appendix 3.3 SA Health - Special Conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate will come into operation on and from the date of approval by the Industrial Relations Commission of South Australia.

*Approved by the Industrial Relations Commission of South Australia on 23 February 2012.*



## Appendix 3.4 – Department of Environment and Natural Resources

### Special conditions for employees of the Department of Environment and Natural Resources engaged in bushfire suppression duties.

This Workplace Flexibility Agreement (WFA) only applies within the Department for Environment and Natural Resources (or successor agency) and will be binding on persons employed pursuant to this enterprise agreement to undertake Bushfire Suppression duties.

#### DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES SALARIED AND WEEKLY PAID EMPLOYEES

##### Conditions of Employment

This Workplace Flexibility Agreement relates to the conditions applicable to both salaried and weekly paid employees when participating in bushfire incident operations as designated by the Department of Environment and Natural Resources (DENR).

Despite any other provision in the *South Australian Public Sector Salaried Employees Interim Award* (SAPSSEI Award), *South Australian Government Services Award*, or the *South Australian Government Civil Construction and Maintenance Award*, an employee required by the employer to undertake bushfire incident operations will be employed in accordance with the conditions detailed in this Appendix to the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010* and *South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2010* respectively.

##### DEFINITIONS

“**Accommodation**” for the purposes of fire fighting “accommodation” is defined as a commercial hotel/motel/guest/boarding house, caravan park or government owned quarters, cubicles, camps or premises including base and remote camps.

“**Air Observer**” is an **employee** responsible for collating aerial observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident Management Team**.

“**Assembly point**” is a pre-arranged meeting point at which **employees** will assemble prior to a **deployment** at a time specified by the **employer** eg airport, road junction, town location. (This will generally be at a point that is convenient to and reduces travel requirements for the **employee**).

“**Award**” is either the *S.A. Public Sector Salaried Employees Interim Award*, *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* (whichever is relevant).

“**Basic Fire Fighter**” is an **employee** responsible for undertaking works associated with implementing a fire incident management strategy.

“**Crew Leader**” is an **employee** responsible for leading a group of **Basic Fire Fighters** (generally up to five) to implement on-ground works associated with a fire incident management strategy.

“**Consecutive Shifts**” are those that follow each other despite there being an eight hour break between one **shift** and the next.

“**Day**” is the time between midnight of one day and midnight the following day.

“**Department**” is the Department of Environment and Natural Resources (DENR).

“**Dependant**” is:

- A spouse
- A child or step child
- A parent or parent in law
- Any other member of the person’s household
- A grandparent or grandchild

- Any other person who is dependent on the employee's care.

“**Deployment**” is comprised of two (2) or more consecutive **shifts** and which may involve relocating to a **temporary workplace**. **Deployments** may extend for up to seven (7) consecutive days, which might typically consist of up to five (5) consecutive day or night **shifts** and two (2) days travel time to and from the **incident** if relocated to a **temporary workplace**, or, seven (7) day or night **shifts** if deployed from the **employee's normal workplace**, or, as authorised by the **Incident Controller**. An international **deployment** may extend up to thirty-five (35) consecutive days and consist of up to two (2) **deployments** of fourteen (14) consecutive **shifts**.

“**Divisional Commander**” is an **employee** who is under the direction of an **Operations Officer** and who is responsible for managing a sector or number of sectors to which specific work tasks associated with implementing incident management strategies are allocated.

“**Duty Officer**” is an **employee** responsible for initiating and coordinating DENR's response to a fire **incident**.

“**Employee**” includes all persons permanently or temporarily employed by the Department of Environment and Natural Resources including those on a term or casual contract.

“**Employer**” is the Department of Environment and Natural Resources (DENR).

“**Emergency Period**” is the period of time from when a bush fire is reported to the **employer** until midday the following day, which allows the **employer** an opportunity to organise the necessary resources.

“**Ground Observer**” is an **employee** responsible for gathering ground observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident Management Team**.

“**Home**” is the place of usual abode.

“**Incident**” is an unscheduled bushfire event requiring emergency response and suppression activities (N.B. Does not include prescribed burning operations).

“**Incident Management Team**” is a group of incident management personnel comprising the **Incident Controller**, and personnel appointed to be responsible for the functions of planning, operations and logistics associated with developing and managing the implementation of incident management strategies.

“**Incident Controller**” is a person responsible for the management of all incident control functions and activities across a whole **incident**.

“**Incident Duties**” are all tasks associated with implementing or undertaking incident management strategies from when an **incident** is reported until declared **safe** by the **Incident Controller**. Duties may include, but are not limited to: initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol, recovery and rehabilitation, and may involve office duties or field work, either locally or remotely.

“**Incident Responsibility Rate**” is the classification level and pay rate an **employer** may assign an **employee** to during an **incident** to perform assigned **incident duties**. **Employees** will be paid at the assigned **incident responsibility rate** or their **normal rate of pay** whichever is the greater.

“**Information Officer**” is an **employee** responsible for accurate and regular flow of information approved by the **Incident Controller** both within the incident management structure and to relevant parties external to the **incident** including media, communities and relevant agencies/stakeholders.

“**Liaison Officer**” is an **employee** responsible for representing and communicating DENR's interests during multi-agency response **incidents**.

“**Logistics Officer**” is an **employee** responsible for managing the provision of facilities, services, and materials in support of the **incident**.

“**Management Support Unit Officer**” is an **employee** responsible for managing the provision of administrative support for the **incident**.

“**Monday to Friday Workers**” are **employees** whose **ordinary hours** of work occur on weekdays.

“**Normal workplace**” is the location where an **employee** normally commences and finishes work.

“**Normal Rate of Pay**” is the pay being received by the **employee** for their **ordinary hours** of work prior to the **incident** and not the **incident responsibility rates** as outlined in Clause 17.1 of this Workplace Flexibility Agreement.

“**On Call**” is where an **employee** is expected to be contactable and available for recall to duty outside of **ordinary hours** as determined by the **employer** for which an allowance is paid. . Refer Clause 6.9 “On Call and Recall to Duty” of the *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* and Clause 10 of the *South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010* or Clause 5.3.3 “On Call Allowance” of the *SAPSSEI Award* and Clause 12 of the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010*.

“**Operations Officer**” is an **employee** responsible for the management of all operations and resources allocated to the operations Section to resolve the **incident**.

“**Ordinary hours**” are those hours which the **employee** is normally expected to work and consist of seven and one-half (7.5) hours per day for **employees** whose ordinary weekly hours are 37.5, and seven and six-tenths (7.6) hours per day for **employees** whose ordinary weekly hours are 38.

“**Ordinary Rostered Hours**” are those hours applicable to Ranger staff that are rostered on weekends and public holidays.

“**Planning Officer**” is an **employee** responsible for managing the Planning Unit within the **Incident Management Team** and collation of information to support the **incident** and development of Incident Action Plans.

“**Prescribed over time rates**” are as per current Awards i.e. *S.A. Public Sector Salaried Employees Interim Award*, *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* (whichever is relevant). Refer to Clause 6.1.6.2 of the *SAPSSEI Award*

“**Programmed Day Off**” is a paid day/s off, except those days that are taken as approved leave or time off in lieu.

“**Recall to Duty**” is where an **employee** is recalled to work necessitating their attendance at the **normal workplace, temporary workplace, or assembly point** outside of **ordinary hours** as directed by the **employer** for which **prescribed overtime rates** will be paid. Refer Clause 12 “On Call/Recall” of the *South Australian (Salaried) Wages Parity Enterprise Agreement 2010* and Clause 10 of the *South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010*.

“**Resource Officer**” is an **employee** who reports to the **Planning Officer** and is responsible for the capture and management of information regarding the status of resources allocated to an **incident**.

“**Rostered Day Off**” is the day/s of the week that an **employee** is not required to work and is not paid. Days that are taken as approved leave, flexitime, or time off in lieu are not rostered days off.

“**Safe**” is when an **incident** requires no further operational activity and is deemed **safe** by the **Incident Controller**.

“**Sector Commander**” is an **employee** who is responsible for managing operations within a defined area of a division or having a specific functional responsibility.

“**Shift**” may be ‘day’ or ‘night’ and except during a prescribed **emergency period**, will generally be up to twelve (12) hours but not to exceed fourteen (14) hours. During an **emergency period**, the initial **shift** may be up to, but not exceed twenty-four (24) hours. (The intention of this provision is to

allow the **employer** flexibility and time to assemble and deploy resources, or, unforeseeable worsening of the **incident**, or, delayed arrival of new crews).

“**Situation Officer**” is an **employee** who is responsible for monitoring and predicting the **incident’s** behaviour, preparing alternative strategies and identifying the risks and likely outcomes associated with each.

“**Staging Area Manager**” is an **employee** responsible for the management and preparation of resources for allocation to an **incident** and may include the provision of welfare and equipment maintenance facilities.

“**Standby**” is where an **employee** is directed and paid by the **employer** to be available for immediate **recall to duty** both during and/or outside **ordinary hours**. The **employer** will determine the hours and location (i.e. normal workplace or **temporary workplace**) where the **employee** is to **standby**.

“**Strike Team Leader**” is an **employee** responsible for leading and managing a number of resources (multiple tankers or equipment and crews) associated with an incident management strategy.

“**Temporary Workplace**” is an alternative workplace where **employees** may be required to **standby** or commence or finish **incident duties** during an **incident**.

## 1. INCIDENT CONDITIONS

1.1 The following conditions apply in circumstances where an **employee** has either been **deployed** to a declared **incident**, or placed on **standby** or **on call** in anticipation of a **deployment** and approved by a person authorised by the **employer**, (e.g. Regional Duty Officer), until the incident is declared **safe** or attendance ceases.

1.2 Flexitime and compressed working week arrangements for those **employees** required to participate in an **incident** will be suspended at the time an **incident** is declared. In such instances, payment at the **prescribed overtime rates** will apply for all excess hours worked over and above the **employee’s ordinary hours**.

## 2. RETENTION OF CLASSIFICATION

2.1 An **employee** will retain the **normal rate of pay** in which the **employee** was employed immediately prior to an **incident**, or, the **employer** may, during any period of an **incident**, assign an **employee** to another position. Payment in this case will be either at the **employee’s normal rate of pay** prior to the **incident**, or the assigned **incident responsibility rate**, whichever is greater (subject to the assignment at the **incident** exceeding three (3) hours).

## 3. HOURS OF DUTY

3.1 The **ordinary hours** of work of an **employee** immediately prior to an **incident** will continue to apply.

3.2 Hours worked by the **employee** outside of **ordinary hours** will be paid at **prescribed overtime rates**.

## 4. SICK LEAVE

4.1 An **employee** who has been granted sick leave for illness/injury or family carer’s leave during **ordinary hours** of duty will not be eligible to be **recalled to duty** on that day to undertake bushfire incident operations.

## 5. REST PERIODS

### 5.1 Prior to an incident

5.1.1 If a **deployment** is imminent or likely, **employees** may be sent **home** to rest and prepare without loss of pay for their **ordinary hours**.

### 5.2 During an Incident

5.2.1 During an **incident**, and except during a prescribed **emergency period**, an **employee** shall be given a minimum rest period of eight (8) consecutive hours from **incident duties** between two (2) consecutive **shifts**. In the event of the **employee** not receiving such a rest period, the **employee** must be paid at the rate of double time upon the resumption of **incident duties** until

such time as a rest period of eight (8) consecutive hours is granted, irrespective if the **shift** occurs over different days.

5.2.2 During an **incident** and except during a prescribed **emergency period**, resumption of **incident duties** without a rest period of eight (8) consecutive hours will not be permitted unless specifically authorised by the **Incident Controller** or **employer**. It is the responsibility of **employees** to inform the **Incident Controller** or **employer** of not having had the required rest period should such a request be made. Refer also 6.2.

5.2.3 Upon resumption of **incident duties** at the conclusion of an eight (8) hour rest period between two consecutive **shifts**, the **employee** shall be deemed to have commenced work on a new day for which payment will be made at **ordinary hours** at the **normal rate of pay** or the assigned **incident responsibility rate** whichever is the greater. Excess hours worked over and above **ordinary hours** for the duration of the **shift** will be paid at **prescribed overtime rates**.

5.2.4 Where there is a known requirement for a second **deployment**, **employees** will be given a forty-eight (48) hour rest period between consecutive **deployments** with **ordinary hours** pay at **normal rate of pay** for recognised working time that would normally have been paid had the **employee** been performing normal duties.

5.2.5 The location of this rest break will be determined by the **Incident Controller** and may not necessarily be at the **employee's home**. All costs associated with a rest period away from the **employee's home** will be borne by the **employer**.

5.2.6 If **employees** are unable to return **home** between consecutive **deployments** and a portion of the required forty-eight (48) hour rest period falls on a Saturday or Sunday, **employees** will be paid for **ordinary hours** at **normal rate of pay** at ordinary time.

5.2.7 If **employees** are able to return **home**, any portion of the rest period falling on a Saturday or Sunday will be unpaid.

5.2.8 Travel time between consecutive **deployments** to and from the **incident** will form part of this forty-eight (48) hour rest period and be paid at **normal rate of pay** for **ordinary hours** and **prescribed overtime rates** when **ordinary hours** have been exceeded. (Refer Section 7 'Travelling Time').

### 5.3 At Completion of a Shift or Deployment

5.3.1 Where an **incident** starts and finishes within the **employee's ordinary hours**, there will be no defined rest period.

5.3.2 At the completion of a **shift** that extends beyond the **employee's ordinary hours**, or, is outside the **employee's ordinary hours**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours without loss of pay for recognised **ordinary hours** occurring during such a break prior to the resumption of normal duties.

5.3.3 At the completion of a **deployment**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours commencing from their finish time at their **normal workplace** or pre-arranged **assembly point** prior to resuming normal duties without loss of pay for recognised **ordinary hours** that the **employee** would normally be expected to work occurring during such a break.

5.3.4 In the event of an **employee** not receiving a prescribed rest period, the **employee** must be paid at the rate of double time upon the resumption of **incident duties** or normal duties until such time as the prescribed rest period is granted, irrespective if the **shift** occurs over different days.

## 6. SHIFT LENGTHS

6.1 Shift lengths will be determined by the **Incident Controller** and will commence and conclude at the nominated time and location (i.e. **temporary workplace**) as determined by the **Incident Controller**.

6.2 Unless authorised by the **Incident Controller**, **shift** lengths must not be exceeded. It is the responsibility of the **Incident Controller** (and/or **employer** and **employee**) to ensure that compliance with **shift** lengths and rest period requirements are adhered to.

## 7. TRAVELLING TIME

7.1 All time spent travelling to an **incident** from a **normal work place, temporary workplace** or pre-arranged **assembly point** and return to the **normal work place, temporary workplace** or pre-arranged **assembly point** will be deemed as time worked. (Refer Section 16, Start and Finish Times).

7.2 If an **employee** is **on call, on standby** or normally takes a government plated vehicle **home** and is required by the **employer** to respond direct from **home** to the **incident**, all travel time to and from the **employee's home** will be deemed as time worked. (Refer also Section 16, Start and Finish Times).

7.3 Travelling time from a **temporary workplace** at the conclusion of a **shift** to a place of **accommodation** will be unpaid except where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**. Where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**, all travel time will be deemed as time worked. All travel time will form part of the defined rest period. (Refer Section 16, Start and Finish Times).

7.4 Travel time incurred during any forty-eight (48) hour rest period between consecutive **deployments** will be deemed as time worked and will form part of the defined rest period.

7.5 All travel time will be paid at the **employee's normal rate of pay** or the assigned **incident responsibility rate**, whichever is applicable and/or the greater depending on the assigned role. **Prescribed overtime rates** will apply for any travel time outside of **ordinary hours** or if **ordinary hours** are exceeded.

## 8. RESUMPTION OF NORMAL DUTIES

8.1 An **employee** who has been engaged in **incident duties** for a period that extends beyond or is outside the **employee's ordinary hours** will not resume normal duties until the specified rest period has been taken (refer Section 5 'Rest Periods').

8.2 Employees will be required to resume normal duties upon having had the specified rest period (refer Section 5 'Rest Periods') unless authorised by the **employer**.

## 9. PRESCRIBED OVERTIME RATES

9.1 A **Monday to Friday worker** will be paid at the **employee's normal rate of pay** for **ordinary hours**, and then at the rate of time and a half for the next three (3) hours, and at the rate of double time after that until completion of the **shift** and return to the **normal workplace, temporary workplace** or **assembly point** (refer Section 16 'Start and Finish times').

9.2 In addition, the **prescribed overtime rate** of an **employee** who, during such period is required to continue working beyond midnight, will not revert to ordinary time until the **employee** has had eight (8) consecutive hours rest whereupon a new day will be deemed to commence.

9.3 The overtime classification barrier criteria for non-executive positions in Clause 6.1.3.4 of the SAPSSEI Award do not apply to this Workplace Flexibility Agreement.

## 10. SATURDAY WORK

10.1 All time worked by an **employee** (not being the ordinary rostered hours of duty of such **employee**) on a Saturday will be paid for at the rate of time and a half for the first three (3) hours up until midday (or whichever occurs first) and at the rate of double time after midday until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

10.2 An **employee** working ordinary rostered hours of duty on a Saturday will be paid at the rate of ordinary time for the **employee's ordinary hours** and at the rate of double time after that until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

## 11. SUNDAY WORK

11.1 All time worked by an **employee** (not being the ordinary rostered hours of duty of such **employee**) on a Sunday will be paid for at the rate of double time until completion of the **shift** at **normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

11.2 An **employee** working ordinary rostered hours of duty on a Sunday will be paid at the rate of ordinary time for the **employee's ordinary hours** and at the rate of double time after that until completion of the **shift at normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

## 12. PUBLIC HOLIDAY WORK

12.1 All time worked by an **employee** (not being the ordinary rostered hours of such **employee**) on a public holiday will be paid for at the rate of double time and a half until completion of the **shift at normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

12.2. An **employee** working ordinary rostered hours of duty on a public holiday will be paid at the rate of ordinary time for **ordinary hours** and at the rate of double time and a half after that until completion of the **shift at normal rate of pay** or assigned **incident responsibility rate** whichever is the greater.

## 13. STANDBY

13.1 Employees who have been directed by the **employer** to remain at work on **standby** after completion of their **ordinary hours** on week days will be paid at their **normal rate of pay at prescribed overtime rates** for the additional time worked.

13.2 **Employees** who have been directed by the **employer** to be on **standby** on a Saturday or Sunday or public holiday at a **normal workplace** or **temporary workplace** will be paid at their **normal rate of pay at prescribed overtime rates** for the time worked.

13.3 Employees who have been directed by the **employer** to be on **standby at home** will be paid at the **employee's normal rate of pay at ordinary hours** for the time worked.

13.4 **Employees** that have been directed by the **employer** to be on **standby** on a weekend or public holiday and are actually present at the location, and are subsequently no longer required, will be paid for a minimum of three (3) hours of pay at their **normal rate of pay at prescribed overtime rates**,

13.5 Where an **employee** has been advised by the **employer** to be on standby on a weekend or public holiday and then advised after 1700 hours on the last working day prior to the standby period that there is no longer a requirement for them to be on standby shall be paid three (3) hours at their **normal rate of pay** at ordinary time.

## 14. ON CALL

14.1 To enable out of **ordinary hours** management of and response to **incidents, employees** may be required by the **employer** to be **on call**. This will require the **on call employee** to be contactable by the **employer** in a prearranged manner. An **employee on call** must be able to return to the **normal work place** or respond to an **incident** within 45 minutes of being called. **On call** situations will be managed and the **employee** paid an allowance in accordance with **Awards**.

14.2 **Employees** engaged on a casual contract are eligible to be **on call** for which the allowance as per **Awards** will be paid.

## 15. RECALL TO DUTY

15.1 An **employee** who is **recalled to duty** by the **employer** in response to an **incident** outside of **ordinary hours** will be paid a minimum of three (3) hours at prescribed overtime rates at the **employee's normal rate of pay**.

15.2 Employees recalled to duty on their **Programmed Day/s Off (PDO)** will be paid at **prescribed overtime rates** until conclusion of the **shift at their normal rate of pay** or relevant **incident responsibility rate**, whichever is the greater.

15.3 Employees notified by the **employer** by 1700 hours the day before that they are required to work on their Rostered or **Programmed Day Off** will negotiate an alternative day/s off to be taken at a mutually agreed time within the following four (4) weeks.

15.4 If an **employee** is not **on call** or on **standby** outside **ordinary hours**, the **employee** is under no obligation to be **recalled to duty** unless they agree.

15.5 Employees who are requested and who agree to return from annual leave to attend an **incident** will be compensated for pre-paid accommodation and return travel from their leave destination to **home** at either First Class Rail Travel or economy air travel whichever is the least (and in each case taxis as necessary) for themselves and any dependants, or as prescribed in the relevant **Award** if a private vehicle is used. **Employees** will be further compensated for **ordinary hours** at **normal rate of pay** for all hours travelled. **Employees** will only be requested to return from approved leave in extreme circumstances e.g. skill requirement, severe labour shortage etc. Annual leave not used will be credited back to the **employee**.

## **16. START AND FINISH TIMES**

### **16.1 Ordinary hours**

16.1.1 On a day on which an **employee** is required to work their **ordinary hours**, start time will be from the time the request to respond is received by the **employee** and finish time will be on return to the **normal workplace** plus half an hour.

### **16.2 Outside Ordinary hours**

16.2.1 If an **employee** is **on call** or on **standby** at their **normal workplace, temporary work place** or **home**, start time will commence from when the **employee** is requested to respond by the **employer** and finish time will be on return to their **normal workplace, temporary workplace** or **home** plus half an hour.

16.2.2 On any day when the **employee** is not at work and is not on **standby** or **on call**, and the **employee** agrees to respond if requested by the **employer**, start time will commence upon arrival at the **normal workplace** or **assembly point** at the time specified by the **employer**, and finish time will be on return to the **normal workplace** or **assembly point** plus half an hour.

### **16.3 Finish Time if Relocated to a Temporary Workplace**

16.3.1 Where it is not possible for the **employee** to return to their **normal workplace** or **home**, finish time will be upon completion of the **shift** at the **temporary workplace** plus half an hour.

16.3.2 If the **employee** is **deployed** direct to a place of **accommodation**, finish time will be upon arrival at the place of **accommodation**.

16.3.3 If the **employee** is deployed direct to a place of **accommodation** and arrival is before the **employee's ordinary hours** have expired, finish time will be at the completion of the **employee's ordinary hours**.

### **16.4 During a Deployment**

16.4.1 Start time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will generally be the time **employees** are required to commence their **shift**.

16.4.2 Finish time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will be upon completion of the **shift** at the **temporary workplace** plus half an hour.

16.4.3 If the **accommodation** provided by the **employer** is greater than one half hour (30 minutes) from the designated **temporary workplace** where the **shift** is concluded, finish time will be upon arrival at the place of **accommodation**.

## **17. INCIDENT RESPONSIBILITY RATES**

17.1 An **employer** may assign an **employee** to an incident responsibility position during an **incident**. The **employee** shall be paid at the following **incident responsibility rate** depending on the assigned role:

Air Observer – OPS5  
Crew Leader- OPS3  
Divisional Commander - OPS6  
Ground Observer - OPS5  
Incident Controller – ASO8



Information Officer – ASO5  
Liaison Officer – ASO6  
Logistics Officer - ASO6  
Management Support Officer – ASO4  
Operations Officer – ASO6  
Planning Officer – ASO6  
Resource Officer – ASO5  
Sector Commander – OPS5  
Situation Officer – ASO5  
Staging Area Manager – OPS5  
Strike Team Leader – OPS4

17.2 An **employee** will be paid at their **normal rate of pay** prior to the **incident** or at the relevant **incident responsibility rate**, whichever is the greater.

17.3 An **employee** must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three (3) hours to receive **incident responsibility rates**.

## **18. PROVISION OF MEALS AND ACCOMMODATION WHILST WORKING AT AN INCIDENT**

18.1 **Employees** commencing **incident duties** at their **normal workplace** will provide their first meal where the meal break falls within their **ordinary hours**. (DENR crews are expected to be self sufficient for the first **shift** and have been provided with ration packs, however the **employer** will endeavour to provide meals wherever possible).

18.2 When **employees** are unable to return to their **normal workplace** or **home**, the **employer** will provide all catering requirements.

18.3 The cost of all meals (except as described in 18.1) while responding to, during and returning from an **incident** will be paid for by the **employer**.

18.4 **Employees** must seek approval from the **employer** before making alternative arrangements for purchasing meals, where meals have been provided by the **employer** at the **incident**, **temporary workplace** or place of **accommodation**.

18.5 The **employer** will provide **accommodation** and pay all costs when the **employee** is unable to return to the **normal workplace** or **home**.

## **19. PAID MEAL BREAKS**

19.1 All meal breaks throughout the duration of the **shift** are to be deemed as time worked unless established meal breaks are authorised by the **Incident Controller**.

19.2 Any meal break not provided after five (5) hours work constitutes a cribbage arrangement and therefore Clauses 22.3 and 22.4 of the *Wages Parity (Salaried) Enterprise Agreement 2010* do not apply.

19.3 No **employee** shall have time deducted from pay for meal breaks during an **incident** or on **standby**, unless they are actually relieved of **incident** or **standby** duties (or as per Clause 19.1) for the period of the break, e.g. 30-45 minutes, or except when a recognised meal break away from the **incident** is granted.

19.4 Where shifts commence two (2) hours prior or two (2) hours after ordinary hours, and meals are not provided, Clauses 5.3.1.2, 5.3.1.3 and 5.3.1.4 of the *SA Government (Public Sector Salaried Employees) Salaries Interim Award* will apply.

## **20. ADVICE OF WHEREABOUTS**

20.1 The **employer** will, so far as is reasonably practicable, make available the relevant **employer** contact details so **dependents** can enquire as to the whereabouts of **employees** when extended **deployments** are required.

20.2 The **employer** will provide regular updates and distribute to dependents wherever possible to keep them informed of **employee** whereabouts, particularly if they are deployed to remote areas with no phone coverage.

## 21. ALLOWANCES

21.1 Where as part of incident duties, **employees** are required to camp, they will be paid the appropriate Allowances set out in Clause 6.11 of the Award and Commissioner's Standard 3.2 "Remuneration - Allowances and Reimbursements" or Clause 8.5 of the SAPSSEI Award and Commissioner's Standard 3.2 "Remuneration – Allowances and Reimbursements".

21.2 On **call** allowances (as per 14.2)

## 22. FIRE TIME RECORDS

22.1 All fire time record sheets must be correctly filled out by the **employee** and signed by the relevant **Duty Officer** as soon as possible after the resumption of ordinary working hours.

## 23. ALCOHOL & DRUGS

23.1 All employees are obligated under the *Occupational Health, Safety and Welfare Act, 1986*, to ensure that they are not, by the consumption of alcohol or a drug, in such a state as to endanger their own safety or the safety of any other person whilst undertaking bushfire incident operations (Section 21, *Occupation Health, Safety and Welfare Act, 1986*, *DENR Drug and Alcohol Policy 2009* and *SACFS Chief Officer's Standing Orders COSO 10*)

23.2 No driver shall operate a Government vehicle or equipment whilst under the influence of any illegal drug, prescription drug that impairs his/her ability to undertake his/her duties, or if affected by alcohol, and all employees present for work are to be unimpaired by drugs and/or alcohol regardless of level or role (this includes employees engaged in after hours work, on stand by casual and contract employment as per the guidelines set out in the *DENR Drug and Alcohol Policy 2009*).

## 24. CODE OF CONDUCT DURING AN INCIDENT

24.1 **Employees** are representing DENR, SACFS and their State if deployed interstate, and are to behave in an appropriate manner at all times that reflects well on them, DENR and SACFS.

24.2 All **employees** are expected to present themselves for commencement of their **shift** in a fit and proper state to carry out their assigned duties for the duration of the **shift**

24.3 Employees are expected to exhibit tolerance, patience and flexibility and maintain professional conduct and self-discipline at all times.

24.4 Personal **Protective Equipment** is to be worn at all times while attending an incident and in a correct and appropriate manner.

24.5 All **employees** are responsible for their own health and safety and shall report all experiences of heat stress, fatigue, injury, illness or near miss incident immediately to their supervisor.

24.6 All accidents and injuries shall be reported up the SACFS Chain of Command immediately or as soon as possible, and DENR OHSW Unit immediately notified.

24.7 All feedback on operational or logistical matters must be through the SACFS Chain of Command in a constructive, positive and respectful manner.

24.8 Disrespectful communication to all parties involved in the incident is unacceptable.

24.9 **Employees** at the conclusion of a **shift** are expected to rest (in order to mitigate the effects of fatigue) and should remain together unless authorised by their supervisor to do otherwise.

24.10 Drivers are reminded of their obligations under the SACFS Chief Officer's Standing Orders (COSOs) 7 – Driving SACFS Vehicles, COSO 8 – Emergency Response Driving and COSO 9 - Safety on Roads.

24.11 All **employees** are reminded of their obligation under COSO 10 – Alcohol and Drugs.

24.12 **Employees** who contravene the provisions of the SACFS COSO 10 (Alcohol & Drugs) will be sent **home** by the first available means and may face disciplinary action under the *Fire and Emergency Services Regulations 2005*, Part3, Subdivision 4, Regulation 22 (or the legislation/HR Management Policies as appropriate for the non SACFS members/staff).

## **25.MECHANISM FOR REVIEW**

This Workplace Flexibility Agreement has been developed in good faith and may be reviewed in consultation with and agreement between all parties as may be deemed necessary.

*Approved by the Industrial Relations Commission of South Australia on 21 June 2012.*

## APPENDIX 4: SHARED SERVICES PRINCIPLES

The following principles apply where an Employer or agency party to this Enterprise Agreement proposes to implement a shared services arrangement:

1. Employment security protection for employees transferred from an agency to a shared service will be in accordance with clause 8 “Memorandum of Understanding”, of this Enterprise Agreement.
2. 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.
3. 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 Enterprise Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
4. The following Human Resource Principles will be applied:
  - All positions will have an agency endorsed job and person specification.
  - 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.
  - Approval can be sought from the CPE to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 ‘Quality Staffing’. 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.
    - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner’s Standard 2 ‘Quality Staffing’.
  - 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.
  - 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.

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.

## APPENDIX 5: WORK LEVEL DEFINITIONS

### APPENDIX 5A: ALLIED HEALTH PROFESSIONALS WORK LEVEL DEFINITIONS

#### DEFINITIONS

##### ***“Agency”***

means an administrative unit or Agency as defined by the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010.

##### ***“Allied Health Professionals (AHP)”***

means employees who are employed in vocational groups listed in Appendix 1. Allied Health Professionals are required to be tertiary qualified having completed recognised undergraduate university degrees to enable them to either obtain State or Territory registration; licence or accreditation to practice; or are eligible to join the relevant professional association.

##### ***“Co-ordination”***

means the organising of employees, activities and, students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

##### ***“Complex”***

means professional work which is characterised by ambiguity and/or novelty.

##### ***“Crucial”***

means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

##### ***“Disciplines”***

means allied health disciplines which are clinical healthcare professions distinct from medicine, dentistry, nursing and medical scientists.

##### ***“Managerial Responsibilities”***

means an Allied Health Professional who:

1. is required to determine operational policy and procedures for a work unit within the framework of an Agency’s requirements; and
2. is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. trains staff, co-ordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.”

##### ***“Multi-disciplinary”***

means the combination of several health professional and/or non-professional health related disciplines.

##### ***“Papers”***

means published refereed papers and refereed conference papers of operational or theoretical interest to other discipline-based Allied Health Professionals.

##### ***“Profession”***

means a disciplined group of individuals who adhere to high ethical standards and uphold themselves to, and are accepted by, the public as possessing special knowledge and skills in a widely recognised, organised body of learning derived from education and training at a high level, and who are prepared to exercise this knowledge and these skills in the interest of others shall take precedence over other considerations.’ Inherent in this definition is the concept that the responsibility for the welfare, health and safety of the community.

##### ***“Professional/Clinical supervision”***

means the form of control exercised, and may include guidance and monitoring, over other Allied Health Professionals demanding professional judgement, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

**“Region”**

refers to a geographical area in which services are provided by an Agency. Generally the geographical area is part of a State-wide service provided by an Agency and may be described accordingly.

**“Specialising”**

refers to work which focuses on one operationally narrow aspect within a professional discipline using either acquired experience or a combination of acquired experience and discipline study.

**“Specialist”**

means an Allied Health Professional who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

**“Work Unit”**

refers to an organisational group of employees which must include Allied Health Professionals. The work unit may be described as a section or division by the Agency.

**“Zone”**

means a specified geographical area within a Region (as defined) in which services are provided by an Agency.

**ALLIED HEALTH PROFESSION LEVEL 1**

- AHP 1 comprises both newly qualified AHP and developing AHPs.
- Employees at this level demonstrate at least a competent level of professional knowledge and skill. As experience is gained, AHPs are able to independently undertake routine professional tasks.
- Employees participate in professional and/or *multi-disciplinary* teams, operating at the level of basic tasks to routine professional tasks commensurate with level of experience.
- Duties undertaken independently at this level are generally of a routine and non repetitive nature, with more *complex* professional decisions and problem solving made under the *professional/clinical supervision* or professional guidance of a more experienced practitioner.
- As the AHP gains experience the AHP 1 will exercise greater levels of independent professional judgement.

**\*Graduates**

**Qualifications**

Entry level AHPs:

- a) appointed to positions requiring an appropriate discipline-based minimum three year under graduate degree qualification or equivalent will commence at AHP 1, first increment.
- b) appointed to positions requiring an appropriate discipline-based minimum four year under graduate degree qualification or equivalent will commence at the AHP 1, second increment.
- c) who hold a 2-year Masters with a non-allied health undergraduate degree will be appointed at AHP 1, third increment.

\* After working as a Graduate for 12 months, employees may be required to provide *professional/clinical supervision* to undergraduate students on observational placements and to work experience students.

## **Peer Assessment Process**

In recognition of advanced skills and experience relevant to their *profession*, permanently appointed AHPs who have been at the top increment of AHP 1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to AHP 2.

A supervisor or manager of an eligible AHP 1 may initiate an application for assessment by the Peer Assessment Panel for that employee without the need for that AHP to complete 12 months at the top increment of AHP 1. Such an application is subject to assessment by the Peer Assessment Panel.

In determining if an AHP will progress to AHP 2, the Peer Assessment Panel will consider the following:

1. the work level definition of AHP 2 as defined has been met; and
2. the AHP's professional:
  - a) performance;
  - b) aptitude;
  - c) experience;
  - d) responsibilities; and
  - e) initiative.
3. and that the AHP has complied with all requirements of their current management-approved Performance Review and Development plan.

The Peer Assessment Panel will include a discipline specific allied health representative (at a minimum level of an AHP 3) and an allied health management representative. An *Agency* may opt to have a human resources representative on the Peer Assessment Panel.

Following assessment should an AHP not progress to AHP 2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the AHP to address any issues arising from the assessment.

Should an AHP be assessed as not meeting the criteria for progression the AHP will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

The Peer Assessment Process does not remove or diminish the opportunity for an AHP to apply for a reclassification. A reclassification application will be considered and determined in accordance with existing *Agency* policies and procedures.

## **ALLIED HEALTH PROFESSIONAL LEVEL 2**

Employees at AHP 2 will:

- a) Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.
- b) Have attained greater specialised knowledge within the discipline.
- c) Provide professional services to client groups in circumstances requiring increasingly *complex* practice skills.
- d) Exercise greater *specialist/generalist* knowledge within the discipline and achieve higher level of outcomes under reduced *professional/clinical supervision* within the discipline.
- e) Apply professional judgement to select and apply new and existing methods and techniques.
- f) Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).

The above requirements constitute the work definition for the Peer Assessment Process as described.

**Work undertaken at this level may involve a combination of:**

- a) Providing *professional/clinical supervision*, support and oversight of AHP 1 and/or technical and support staff.
- b) Assisting in planning, implementing and reporting on services.

- c) Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.
- d) Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.
- e) Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.
- f) Project *co-ordination* which will require organisation and implementation of specific tasks or projects.

An AHP who holds a 2-year Masters with a related allied health undergraduate degree will be appointed at AHP 2, first increment.

**AHP 2s may have a clinical, *co-ordination*, education or research focus or may involve elements of all pathways such as:**

Clinical	Co-ordinator	Education/Research
Professional Clinician/Practitioner	Team Co-ordinator	Clinical Educator
Rural Generalist	Project Co-ordinator	Clinical Researcher

**(1) Professional Clinician/Practitioner / Rural Generalist includes the following:**

- a) An AHP who possesses and works within a recognised professional specialty within their discipline requiring professional expertise and knowledge.
- b) An AHP with generalist skills who would usually work in a regional or rural area and would possess professional skills enabling them to work across a range of professional areas within their discipline.
- c) An experienced and competent clinician/practitioner who delivers quality and contemporary services and provides *profession-specific* professional leadership.
- d) Provides *professional/clinical supervision*, mentorship and oversight to some staff, and may be responsible for other AHPs within their *work unit* having access to *professional/clinical supervision*.
- e) May provide professional leadership in the relevant network, including facilitating access to relevant training for professional staff; leading improvements in the safety and quality of professional services.
- f) Contributes to improvements in the client/patient journey driven distribution of services, which may include assisting the identification of new service models in response to *Agency* directions.
- g) Apply sound level evidence and judgement by informing on service quality and service improvement activities, shaping service delivery and making a contribution to the wider development of technical competence.

**(2) Team Co-ordinator / Project Co-ordinator**

- a) An AHP 2 Team Co-ordinator will normally have an operational/supervisory role in a small to medium sized team. This would be under the direction of a Department Head.
- b) May deputise for professional head of a small *work unit*.
- c) An AHP 2 Project Co-ordinator will be responsible for discrete projects or for areas of policy that are considered to be *complex* requiring discipline knowledge and experience which are undertaken under limited direction.

**(3) Clinical Educator / Clinical Researcher**

- a) *Professional/clinical supervision*, research and an appropriate evaluation of professional tasks.
- b) Supervising students, multidisciplinary student teams or continuing professional development for AHPs.



### **ALLIED HEALTH PROFESSIONAL LEVEL 3**

Employees at AHP 3 will have a clinical, management, education or research focus, or may involve elements of all pathways. An AHP at this level will be exercising skills, experience and knowledge that exceed AHP 2.

<b>Clinical</b>	<b>Management</b>	<b>Education/Research</b>
Senior Clinician/Practitioner	Manager	Senior Clinical Educator
Senior Rural Generalist	Project Manager	Senior Researcher

#### **(1) Senior Clinician/Practitioner / Senior Rural Generalist**

A Senior Clinician/Practitioner (AHP 3) will:

- a) Be *specialising* within a discipline (including increased depth and breadth of knowledge and skill as a Rural Generalist).
- b) Provide a consultancy service in their area of expertise across a *work unit, region* or professional network.
- c) Provide advice to management on professional service delivery development, practice and redesign in response to demand and client needs.
- d) Provide *professional/clinical supervision* to other health professionals or other technical, operational and support staff as well as have a professional/clinical caseload.
- e) Contribute to education activities related to their area of expertise.

#### **(2) Manager / Project Manager**

This is the first level where an AHP may have *managerial responsibilities*.

In addition to possessing the ability to apply professional skills as described in (1) above, a Manager / Project Manager (AHP 3) will be responsible for components of the following:

- a) The leadership, guidance and/or line management of a *multi-disciplinary* team or *specialist* team that may work across a *region* or professional network.
- b) Attainment of *work unit* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Line supervision of other health professionals or other technical, operational and support staff as well as a professional/clinical caseload.
- d) May deputise for a Director/Department Head.
- e) Provision of clinical supervision within own team and or discipline.
- f) Managing projects which may involve personnel from either one or a variety of professional *disciplines*.
- g) Initiating and managing programs and investigations.
- h) Maintaining a clinical caseload commensurate with management responsibilities.

#### **(3) Senior Clinical Educator / Senior Researcher**

In addition to the professional skills as described as a Senior Clinical/Practitioner/Senior Rural Generalist, a Senior Clinical Educator / Senior Researcher (AHP 3), will be responsible for:

- a) *Co-ordination* of educational activities for several students on professional placements within one or more facilities or across *disciplines* within the one facility.
- b) Liaison with education providers regarding educational outcomes of the professional placements.
- c) Undertaking research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.
- d) Contributing to discipline specific research or professional placement improvement initiatives.
- e) Conducting quality evaluation within a *work unit, region* or professional network.
- f) Maintaining a clinical caseload commensurate with education and research responsibilities.

## **ALLIED HEALTH PROFESSIONAL LEVEL 4**

Employees at AHP 4 will have a clinical, management education or research focus or a combination of all pathways.

<b>Clinical</b>	<b>Management</b>	<b>Education/Research</b>
Advanced Clinician/Practitioner	Department Head	Advanced Clinical Educator
	Senior Project Manager	Advanced Researcher

### **(1) Advanced Clinician/Practitioner**

An Advanced Clinician/Practitioner will:

- a) Maintain a clinical caseload.
- b) Exercise significant professional judgement based on a detailed knowledge of *work unit*, *Agency*, industry and/or State-wide initiatives.
- c) Develop and/or apply discipline principles and new technology and/or knowledge of *crucial* work which can encompass a single discipline or a variety of *disciplines*.
- d) Make a significant contribution towards the development and achievement of the strategic directions of the *Agency* and the *region*. These contributions may extend to the State or the Nation.
- e) Make independent decisions related to a wide area of expert practice in their field across a *zone* and/or *region* and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff.
- f) Require expert *specialist* knowledge of contemporary methods, principles and practice and skills across client groups and work areas.
- g) Provide *professional/clinical supervision* to other health professionals, students and/or other technical, operational and support staff.

### **(2) Department Head / Senior Project Manager**

A Department Head / Senior Project Manager will:

- a) Lead and provide operational advice on major functions or work areas within a *work unit*, *zone*, *region* or professional network.
- b) Attain a *work unit's* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Provide peer support to relevant colleagues and oversight of unit staff where appropriate.
- d) Manage overall workforce and professional service strategies, priorities, work standards and the allocation of a *work unit's* resources.
- e) Participate in strategic management and service development decisions which will involve participation in committees and/or working parties which have an influence on the strategic direction of the *region*, *Agency* or State.
- f) Have a combination of operational and strategic roles such as:
  1. has a significant contribution to corporate goals such as strategic workforce and service development and professional practice across a *zone*, *region*, or professional network;
  2. the provision of discipline specific professional *co-ordination* and leadership across a Regional Health Service, a *zone*, *region* or professional network to department heads;
  3. acting as the central point of contact for strategic consultation and liaison with senior management;
  4. provide an expert *specialist* consultancy role in their area of expertise;
  5. involvement in the provision of relevant professional or leadership training, management development and/or mentoring to staff within a Regional Health Service, *zone*, *region* or professional network.
- g) Initiate and formulates programs within the framework of a *work unit's* objectives and priorities.
- h) May be required to initiate formulate and manage research programs involving a number of professional *disciplines*.

- i) Manage *complex* projects which may involve personnel from either one or a variety of professional *disciplines*.
- j) Initiate and manages high level programs and major investigations.
- k) Maintain a clinical caseload commensurate with management responsibilities.

**(3) Advanced Clinical Educator / Advanced Researcher**

An Advanced Clinical Educator / Advanced Researcher will:

- a) Co-ordinate, promote and participate in research projects relevant to discipline or AHP evidence based practice and/or service improvement.
- b) Co-ordinate discipline specific and/or Interprofessional Learning clinical placements.
- c) Oversight and *co-ordination* of relevant AHPs.
- d) Co-ordinate continuing professional development for AHPs.
- e) Maintain a clinical caseload commensurate with education and research responsibilities.

**ALLIED HEALTH PROFESSIONAL LEVEL 5**

Employees at AHP 5:

- a) Will have formal responsibilities for a major *Agency* program.
- b) Must seek *professional/clinical supervision* or mentoring relevant to clinical caseload.
- c) Has evidence of higher qualifications, and discipline recognition at regional, state, national and/or international levels.
- d) Has made a significant contribution to the development of professional understanding on a national or international level.

Employees at AHP 5 will have a clinical, management, education or research focus or a combination of all pathways.

Clinical	Management	Education/Research
Consultant Clinician/Practitioner	Professional Manager/Adviser of a Major Program and Operations	Consultant Educator
Regional Discipline Lead		Consultant Researcher

**(1) Consultant Clinician/Practitioner / Regional Discipline Lead**

A Consultant Clinician/Practitioner / Regional Discipline Lead will:

- a) Provide expert *specialist* consultancy skills with *crucial* impacts to the industry, the State and possibly the Nation.
- b) Be a leading professional *specialist*.
- c) For a Consultant Clinician/Practitioner, the lack of precedent is a major feature of the majority of duties and actions undertaken.
- d) Operate in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles by both critical analysis of new techniques, equipment or programs.

**(2) Professional Manager/Adviser of a Major Program and Operations**

- a) The professional manager at this level will have high level *managerial responsibilities* which involve staff comprising a large number of, but not limited to, AHPs and the *co-ordination* and direction of major program objectives to achieve the end result in a timely and effective manner.
- b) Such programs will be of *crucial* importance to the State to satisfy the Government's objectives or the *Agency's* corporate goals.

The Professional Manager/Adviser of a Major Program and Operations will:

- a) Operate under general policy direction and with professional independence in the determination of overall strategies, priorities, work standards and allocation of resources.
- b) Develop and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.
- c) Maintain a clinical caseload commensurate with management responsibilities.

**(3) Consultant Educator / Consultant Researcher**

A Consultant Educator / Consultant Researcher will:

- a) Lead, co-ordinate and manage research projects at the *work unit, region, State* and possibly the National levels, relevant to discipline and AHP evidence based practice and/or service improvement.
- b) Develop and provide state-wide AHP education programs and resources.
- c) Maintain a clinical caseload commensurate with education and research responsibilities.

**ALLIED HEALTH PROFESSIONAL LEVEL 6**

Employees at AHP 6 will:

- a) Have evidence of higher qualifications relevant to health care.
- b) Have discipline recognition at a State-wide, national and/or international level within the relevant discipline.
- c) Create a strategic framework and direct the development of professional competence within a service area and relevant multi-discipline State-wide services.
- d) Establish frameworks for the advancement and integration of *disciplines* to support the delivery of quality State-wide health services within relevant *Agency, Government* or national directions.
- e) Strategically manage a discipline specific workforce which provides State-wide services or a *multi-disciplinary* workforce across a *region*.
- f) Provide professional policy development advice to Government.
- g) Provide authoritative and *specialist* consultancy services which has impacts beyond the State.
- h) Be professionally recognised as having a statewide, national and/or international reputation as a *specialist* in the professional discipline which is confirmed by the publication of *papers* and external invitations to teach or speak to professional bodies/educational institutions on subject material which demands high level professional expertise.
- i) Determine strategic directions and operational standards and objectives within the *Agency* and industry.
- j) Actively contribute as a member on State-wide and national committees.

Employees at AHP 6 will have a management focus.

<b>Management</b>
Regional Allied Health Adviser
State Discipline Lead

## **Appendix 1: Allied Health Professional Officer Vocational Groups**

Professional Officer vocational groups to be included in the Allied Health Professional Classification Structure:

- Art Therapist
- Audiologist
- Developmental Educators
- Epidemiologists
- Exercise Physiologist
- Dietitian/Nutritionist
- Genetic Counsellors
- Music Therapist
- Nuclear Medicine Technologists
- Occupational Therapist
- Optometrist
- Orthoptist
- Orthotist
- Perfusionist
- Pharmacist
- Physiotherapist
- Podiatrist
- Prosthetist
- Psychologist
- Radiation Therapists
- Radiographers
- Speech Pathologist
- Social Worker

## APPENDIX 5B: PROFESSIONAL OFFICER WORK LEVEL DEFINITIONS

### DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

**“Broad guidelines”** means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and professional judgement.

**“Clinical”** means relating to or founded on observation and treatment of participants.

**“Complex”** means professional work which is characterised by ambiguity and/or novelty.

**“Crucial”** means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

**“Innovative”** means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

**“Limited complexity”** means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

**“Managerial responsibilities”** means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency’s (or health unit’s) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

**“Multi-discipline”** means the combination of several *professional disciplines*.

**“Novel”** means the nature of professional work which requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

**“Papers”** means published refereed papers and refereed conference papers of operational or theoretical interest to other discipline-based *professional officers*.

**“Professional direction”** means the form of control exercised, and may include guidance and monitoring, over other *professional officers* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

**“Professional discipline”** means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency (or health unit).

**“Professional independence”** means the level of accountability within a *professional discipline*.

**“Professional judgement”** means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

**“Professional knowledge”** means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

**“Professional officer”** means an employee engaged in one of the occupational groups specified in Schedule 3 of the S.A. Public Sector Salaried Employees Interim Award and classified within the Professional Officer Stream.

**“Significant”** means professional work which is noteworthy, or of considerable amount, effect or importance

**“Specialising”** refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

**“Specialist”** means a *professional officer* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

**“Statutory action”** means action taken or authorised by statute.

**“Straightforward”** means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

**“Very complex”** means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
<p>The <i>professional officer</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>. In many disciplines, formal professional registration will be expected or will have been acquired. This may require post-graduate qualifications (necessary for registration) to be pursued in a professional development year while employees are engaged at this level.</p> <p>Contributions are essentially operational in nature, and deal with non-repetitive projects, cases and/or situations which will, with experience, become increasingly <i>complex</i>, and which contain competing and sometimes conflicting factors. Resolution and/or end results will require the application of acquired experience together with a range of learned professional techniques and theory.</p> <p>The <i>professional officer</i> will accept responsibility for professional actions, and be expected to seek professional support if there is a concern. <i>Professional direction</i> will be provided to the <i>professional officer</i> who may operate individually, as a team member, or within a work group. <i>Professional direction</i> will decrease over time from very close to general as the <i>professional officer</i> acquires experience and in accordance with the complexity and variety of projects undertaken.</p> <p>Employees at Level 1 will be encouraged to progressively obtain greater levels of discipline and specialised knowledge through post-graduate qualifications and studies, and/or personal contributions to the development of the <i>professional discipline</i>.</p>	<p>Work at this level:</p> <ul style="list-style-type: none"> <li>is usually performed under reduced <i>professional direction</i> with the quality of output monitored;</li> <li>requires professional expertise in one or more fields within a discipline; and</li> <li>demands a detailed knowledge of standard professional tasks (including problem definition, assessment, planning, liaison, execution, analysis, interpretation and reporting) with scope for exercising initiative in the application of established work practices and procedures.</li> </ul> <p>The content of the work is subject to existing <i>professional discipline</i> and agency (or health unit) standards. Guidance may be given in reviewing work programs or on unusual features of an assignment.</p> <p>At this level, employees will exercise initiative in the application of professional practices either as a member (in some situations as leader but not a <i>professional officer</i> with <i>managerial responsibilities</i>) or a <i>professional officer</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently and may be or may deputise for the professional head of a small work unit.</p> <p>Responsible for <i>professional direction</i> of other <i>professional officers</i> and paraprofessionals.</p> <p>Employees are expected to actively seek personal professional development which includes an ability to effectively articulate concepts and theories.</p> <p>Employees at this level may be expected to have completed post-graduate qualifications that are necessary for registration to practice in specialised settings.</p>	<p>Operating under general policy direction and with a high level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study. The <i>professional officer</i> at this level will be:</p> <ul style="list-style-type: none"> <li><i>Specialising</i> within a professional discipline; or</li> <li>A senior professional supervisor; or</li> <li>A professional manager.</li> </ul> <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>professional officers</i>. <i>Professional officers</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the agency (or health unit). Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A senior professional supervisor will be responsible for allocating and determining work priorities to ensure operational standards and efficiencies are met having regard to the needs of clients and providing <i>professional guidance</i> for a team of <i>professional officers</i>. The senior professional supervisor is expected to seek ways to develop levels of discipline, awareness and specialised knowledge of individual <i>professional officers</i>.</p> <p>A professional manager will have <i>managerial responsibilities</i> for a work unit, which may include a <i>multi-</i></p>	<p>Operates under broad policy direction and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>A senior professional practitioner; or</li> <li>A senior professional manager; or</li> <li>A senior professional <i>specialist</i>.</li> </ul> <p>At this level work may involve the exercise of significant <i>professional judgement</i> based on a detailed knowledge of national initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, agency, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>professional officer</i> would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the <i>professional discipline</i>.</p> <p>As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals, and at this level, the <i>professional officer</i> will have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i></p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>The leading professional manager of a major program and operations; or</li> <li>The leading professional <i>specialist</i>.</li> </ul> <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with total <i>professional independence</i> and be recognised as a national or international authority or as a <i>specialist</i> both within the public sector and externally. The occupant will generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, agency, to industry, or to the State, and are not subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making <i>significant</i> departures from traditional approaches. <i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals will be evident.</p>



GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
		<p><i>discipline</i> team of <i>professional officers</i> to ensure effective and coordinated services to the client group. This is the first level where a <i>professional officer</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals. <i>Professional direction</i> is only received for those aspects of work which involve new or sophisticated techniques or relate to areas of work outside the normal span of activity.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a <i>professional officer</i> with responsibilities for <i>complex</i> duties, or as a team leader.</p> <p>Work may require the development and provision of formal professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.</p>	<p>to achieve specific objectives with <i>professional independence</i>. This would normally be supplemented by evidence of higher qualifications and wide spread professional recognition of expertise.</p> <p>It is likely that discipline principles and new technology requiring the exercise of <i>significant professional judgement</i> will be developed and applied. This includes initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that there will be a lack of precedent for the majority of professional duties and actions which may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of policy directives.</p> <p>The senior professional manager at this level will have <i>managerial responsibilities</i> for a large work unit, or <i>complex</i> projects involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic plans, in addition to assessment and review of professional and operational standards. At this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to agency (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation,</p>	<p>This level will involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the agency's (or health unit's) corporate goals, often within a <i>multi-discipline</i> environment. This level is also responsible for professional policy development and advice to government.</p> <p>For a leading professional <i>specialist</i>, the lack of precedent is generally a feature of the majority of duties and actions undertaken. Development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>professional officers</i>, and the coordination and direction of major program objectives to achieve the end result in a timely and effective manner. Programs are normally long term and require high level strategic planning and <i>innovative</i> thinking.</p>

GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
			<p>regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert consultancy advice to outside bodies, agencies and the public will be provided as well as participation on inter-agency committees to develop policy, planning and other initiatives.</p> <p>With <i>professional independence</i> and high levels of expertise and experience, the <i>professional officer</i> at this level will determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals.</p>	

KNOWLEDGE AND EXPERIENCE				
PO1	PO2	PO3	PO4	PO5
<ul style="list-style-type: none"> <li>• <i>Professional knowledge</i> attained through a study of discipline theory and limited experience.</li> <li>• A developing level of operational competence.</li> </ul>	<ul style="list-style-type: none"> <li>• Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i> within the discipline.</li> <li>• Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.</li> </ul>	<ul style="list-style-type: none"> <li>• Operates with <i>professional independence</i> and high levels of competence.</li> <li>• Continues to apply knowledge obtained through post-graduate qualifications and/or extensive recognised experience.</li> </ul>	<ul style="list-style-type: none"> <li>• Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>.</li> <li>• Applies <i>professional judgement</i> based on up-to-date discipline knowledge.</li> <li>• Applies <i>professional knowledge</i> having regard to the agency's (or health unit's) policy framework.</li> </ul>	<ul style="list-style-type: none"> <li>• Discipline recognition at national or international levels.</li> <li>• Has evidence of higher qualifications or extensive recognised discipline expertise.</li> <li>• Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis.</li> <li>• Requires very high levels of expertise and experience within the <i>professional discipline</i>.</li> </ul>

OPERATIONAL OUTCOMES				
PO1	PO2	PO3	PO4	PO5
<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• The execution, analysis and interpretation of findings as they relate to elements of the work.</li> <li>• The selection and adoption of professional techniques and standards which are generally well established and <i>straightforward</i>.</li> <li>• The exercise of <i>professional judgement</i> within prescribed areas.</li> <li>• With experience, the <i>professional officer</i> may review aspects of the work of <i>professional officers</i> and others within the same environment.</li> <li>• Discussing techniques, procedures and results with clients on <i>straightforward</i> matters.</li> <li>• The undertaking of tasks of limited scope and complexity, comprising in some situations a minor phase of a broader or <i>complex</i> project.</li> <li>• The provision of reports on progress of project activities including incorporating recommendations.</li> <li>• Undertakes projects and/or therapeutic interventions involving assessment, analysis and interpretation and communication of findings, results and projected solutions.</li> <li>• With experience, the supervision of assigned employees.</li> <li>• With experience, responsible for <i>straightforward</i> projects.</li> <li>• Organises, maintains, develops and promotes collections and information sources.</li> <li>• With experience, provides professional guidance or advice to more recently employed <i>professional officers</i> within the same discipline, or provides operational or organisational context to</li> </ul>	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Tasks may be broad in scope and involve <i>complex</i> professional problems.</li> <li>• Uses <i>professional judgement</i> to select and apply new and existing methods and techniques.</li> <li>• Contributes to the development of advanced techniques and methodology.</li> <li>• Undertakes <i>complex</i> activities under reducing <i>professional direction</i> and selects and applies new techniques and methodologies based on <i>professional judgement</i>.</li> <li>• The supervision of staff (which may include employees who are not <i>professional officers</i>) and provides <i>professional direction</i> in tasks requiring limited expertise or for functions of <i>limited complexity</i>.</li> <li>• Where appropriate, provides <i>professional direction</i> to staff including where appropriate, professional development to other <i>professional officers</i>.</li> <li>• May report investigations directly to the client.</li> <li>• Addresses problems through combinations of standard procedures and/or modifications to standard procedures.</li> <li>• Coordinates all phases of a project or assignment.</li> <li>• Provides discrete professional and consultancy services.</li> <li>• Carries out research under <i>professional direction</i>, and contributes to advances of techniques used.</li> <li>• Undertakes various assignments requiring knowledge of one or more fields within a <i>professional discipline</i>.</li> </ul>	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.</li> <li>• Develops and promulgates <i>crucial</i> information for management.</li> <li>• Undertakes projects of a <i>complex</i> nature with limited or no <i>professional direction</i>.</li> <li>• Contributes to the development of operational policy.</li> <li>• Undertakes professional duties of an <i>innovative, novel, and/or crucial</i> nature without <i>professional direction</i> subject to established professional standards.</li> <li>• Assesses the professional, technical and economic impacts of achievements and/or projects.</li> <li>• Provides professional advice and consultancy services to other agencies (or health units), industry representatives and the public.</li> <li>• Assesses and reviews the standards of work of other <i>professional officers</i> and external consultants.</li> <li>• Exercises control and coordination of either discrete operations or projects.</li> <li>• Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the agency's (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit.</li> <li>• Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.</li> </ul>	<p>To satisfy specified agency (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology.</li> <li>• Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>.</li> <li>• Contributes directly to the formulation of corporate objectives and the agency's (or health unit's) professional policy.</li> <li>• Implements and interprets policy directives to satisfy the demands of professional programs.</li> <li>• Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications.</li> <li>• Initiates and manages high level programs and major investigations.</li> <li>• Determines professional standards and operational objectives for the agency (or health unit).</li> <li>• Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to the agency (or health unit).</li> <li>• Identifies current and future options relating to developments which impact on agencies and/or industry.</li> <li>• Provides professional advice to inter-agency committees regarding professional policy, planning, forecasting and development implications.</li> <li>• Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State.</li> </ul>	<p>To satisfy the government's objectives and/or the agency's (or health unit's) corporate goals, a position at this level may include any of the following:</p> <ul style="list-style-type: none"> <li>• Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches.</li> <li>• Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an agency's or (health unit's) corporate goals and discipline standards.</li> <li>• Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the agency's or (health unit's) corporate goals.</li> <li>• Provides expert <i>specialist</i> consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>• Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.</li> </ul>

OPERATIONAL OUTCOMES				
PO1	PO2	PO3	PO4	PO5
<p>situations, and monitors professional services to ensure appropriateness.</p> <ul style="list-style-type: none"> <li>Exercises <i>professional judgement</i> through the selection and application of procedures, methods and discipline standards within prescribed areas, with results being subject to verification and validation from other experienced and readily available <i>professional officers</i> or equivalent.</li> <li>Assists in the conduct of discipline-based research through data collection, collation, processing, data management, and data analysis using (for instance) statistical packages.</li> <li>Contributes to preparing reports and manuscripts for publication.</li> <li>Conducts <i>clinical</i> and consultative services, one-on-one and group activities, and discipline promotion programs.</li> <li>With experience, undertakes referrals with general <i>professional direction</i>.</li> <li>Provides advice regarding <i>statutory action</i> when requested.</li> <li>May contribute to discipline knowledge</li> <li>Manages and prioritises personal work load and develops plans and processes for handling cases and/or projects.</li> <li>The analysis and interpretation of findings as they relate to the elements of the work, on occasion preparing reports incorporating recommendations on basic operations.</li> </ul>		<ul style="list-style-type: none"> <li>Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects.</li> </ul>	<ul style="list-style-type: none"> <li>Initiates and formulates programs within the framework of (major work group) objectives and priorities.</li> <li>Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>.</li> <li>Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.</li> <li>Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> <li>Provides expert specialised consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis.</li> <li>Verifies the professional standards of operations and outputs.</li> <li>Has <i>significant managerial responsibilities</i> and abilities.</li> <li>Evaluates professional, technical and economic impacts of program.</li> <li>Formulates policy and corporate strategy proposals.</li> <li>Provides expert professional advice on a consultancy basis to external bodies, other agencies and the public.</li> <li>Participates on inter-agency and/or national committees to develop policy, planning and other initiatives.</li> </ul>	

WORKING ENVIRONMENT				
PO1	PO2	PO3	PO4	PO5
<ul style="list-style-type: none"> <li>• Applies <i>professional knowledge</i> attained through formal studies, to projects, cases, situations or minor phases of broader assignments.</li> <li>• Performs non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.</li> <li>• Initially works under close <i>professional direction</i> from an experienced <i>professional officer</i>.</li> <li>• Operates individually or as a member of a project team, or within a work group.</li> <li>• A <i>professional officer</i> may be engaged at this level during a professional development year whilst undertaking post-graduate qualifications.</li> </ul>	<ul style="list-style-type: none"> <li>• Exercises and accepts professional responsibility for the outcomes of a work unit.</li> <li>• Exercises initiative in the application of professional practices either as a member (in some situations as leader but not a <i>professional officer</i> with <i>managerial responsibilities</i>) or as a <i>professional officer</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently.</li> </ul>	<ul style="list-style-type: none"> <li>• May influence organisational attitudes and professional development policy within the framework of operational programs</li> <li>• Develops professional advice and consultancy services to other agencies, industry representatives and the public.</li> <li>• Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> </ul>	<ul style="list-style-type: none"> <li>• Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines.</li> <li>• Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both adapting precedents and by making <i>significant</i> departures from traditional approaches using substantial <i>professional judgement</i>.</li> <li>• With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the agency's or health unit's corporate goals and discipline standards.</li> <li>• Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.</li> <li>• Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>.</li> <li>• Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency (or health unit's) operations.</li> <li>• Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>• Utilises <i>significant</i> management skills and abilities to monitor resource allocations.</li> </ul>	<ul style="list-style-type: none"> <li>• Positions at this level have <i>crucial</i> impacts to the agency (or health unit), to industry, to the State or to the nation, and decisions made will not usually be subject to professional review.</li> </ul>

## PROFESSIONAL OFFICER LEVEL 6 (PO6)

Appointment to the PO6 will only occur if the *professional officer*:

- Has a level of accountability which warrants classification at the PO5 level; and
- Is personally recognised as having a national and international reputation as a *specialist* in the professional discipline confirmed by peers and endorsed by the publication of *papers* and external invitations to teach or speak to professional bodies/educational institutions on subject material which demands high level professional expertise; and
- Is not subject to *professional direction*; and
- Has formal responsibilities for a major agency (or health unit) program.

Assessment for appointment to PO6 will be conducted by an agency (or health unit) panel which includes *inter alia* internal and/or external professionals.

## APPENDIX 5C: MEDICAL SCIENTISTS WORK LEVEL DEFINITIONS

### DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

**“Agency”** means an administrative unit or Agency as defined by the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010*.

**“Broad guidelines”** means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and professional judgement.

**“Complex”** means professional work which is characterised by ambiguity and/or novelty.

**“Co-ordination”** means the organising of employees, activities, and students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

**“Crucial”** means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

**“Innovative”** means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

**“Limited complexity”** means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

**“Managerial responsibilities”** means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency's (or health unit's) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

**“Multi-discipline”** means the combination of several *professional disciplines*.

**“Novel”** means the nature of professional work that requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

**“Papers”** means peer reviewed papers in relevant journals/publications of operational or theoretical interest to other discipline-based scientists.

**“Professional direction”** means the form of control exercised, and may include guidance and monitoring, over other *medical scientists* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.



**“Professional discipline”** means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency.

**“Professional independence”** means the level of accountability within a *professional discipline*.

**“Professional judgement”** means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

**“Professional knowledge”** means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

**“Medical Scientist”** means an employee who is engaged pursuant to the Medical Scientists (South Australian Public Sector) Award and is classified as a Medical Scientist.

**“Significant”** means professional work which is noteworthy, or of considerable amount, effect or importance.

**“Specialising”** refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

**“Specialist”** means a *medical scientist* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

**“Statutory action”** means action taken or authorised by statute.

**“Straightforward”** means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

**“Very complex”** means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
<p>The <i>medical scientist</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>.</p> <p>A <i>medical scientist</i> at this level will demonstrate at least a competent level of professional knowledge and skill. As experience is gained, <i>medical scientists</i> are independently undertaking routine professional tasks.</p> <p><i>Medical scientists</i> participate in professional and/or <i>multi-disciplinary</i> teams, operating at the level of basic task to routine professional tasks commensurate with level of experience.</p> <p>Duties undertaken independently at this level are generally of a routine and repetitive nature, with more <i>complex</i> professional decisions and problem solving made under the <i>professional direction</i> or professional guidance of a more experienced <i>medical scientist</i>.</p> <p>As the <i>medical scientist</i> gains experience the MeS1 will exercise greater levels of independent professional judgement.</p>	<p>Employees at MeS2 will:</p> <ul style="list-style-type: none"> <li>• Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.</li> <li>• Have attained greater specialised knowledge within the discipline.</li> <li>• Provide professional services to client groups in circumstances requiring increasingly <i>complex</i> practice skills.</li> <li>• Exercise greater <i>specialist</i> knowledge within the discipline and achieve higher level of outcomes under reduced <i>professional direction</i>.</li> <li>• Apply professional judgement to select and apply new and existing methods and techniques.</li> <li>• Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).</li> </ul> <p>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</p>	<p>Operating under general policy direction in relation to the scientific aspects of a moderately complex area and with a level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study.</p> <p>The <i>medical scientist</i> at this level will be:</p> <ul style="list-style-type: none"> <li>• <i>Specialising</i> within a professional discipline; or</li> <li>• A senior professional supervisor; or</li> <li>• A professional manager.</li> </ul> <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>medical scientists</i> and para-professionals. <i>Medical Scientists</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the <i>agency</i> or health unit. Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A senior professional supervisor will be responsible for allocating and determining work priorities to ensure operational standards and efficiencies are met having regard to the needs of clients</p>	<p>Operates under broad policy direction and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>• A senior professional practitioner; or</li> <li>• A senior professional manager; or</li> <li>• A senior professional <i>specialist</i>.</li> </ul> <p>At this level work may involve the exercise of <i>significant professional judgement</i> based on a detailed knowledge of State initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, <i>agency</i>, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>medical scientist</i> would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the</p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>• A leading professional manager of a major program and operations; or</li> <li>• A leading professional <i>specialist</i>.</li> </ul> <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>.</p> <p>May be recognised as a national and/or international authority or as a <i>specialist</i> within the State. The <i>medical scientist</i> at this level may generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, <i>agency</i>, to industry, or to the State, and are not usually subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or specialised field by adapting precedents and by making <i>significant</i></p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>or peers and providing <i>professional guidance</i> for a team of <i>medical scientists</i>. The senior professional supervisor is expected to contribute to the development of subordinate individual <i>medical scientists</i>.</p> <p>A professional manager will have <i>managerial responsibilities</i> for a small work unit, which may include a <i>multi-discipline</i> team of <i>medical scientists</i> to ensure effective and coordinated services to the client group. This is the first level where a <i>medical scientist office</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals. <i>Professional direction</i> is received for those aspects of work which involve new or complex techniques or relate to areas of work outside the normal span of activity or have implications for the <i>agency</i>.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a <i>medical scientist</i> with responsibilities for <i>complex</i> duties, or as a team leader.</p>	<p><i>professional discipline</i>.</p> <p>As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals.</p> <p>For some <i>medical scientists</i> at this level, they may have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>. This may be supplemented by evidence of higher qualifications and/or wide spread professional recognition of expertise.</p> <p>Discipline principles and new technology requiring the exercise of <i>significant professional judgement</i> will be developed and applied. This may include initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that actions may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of corporate policy directives.</p> <p>Some <i>medical scientists</i> who are the senior professional manager will</p>	<p>departures from traditional approaches. <i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals will be evident.</p> <p>For some <i>medical scientists</i> at this level may involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals, often within a <i>multi-discipline</i> environment. This level is also responsible for professional policy development and advice to government.</p> <p>For a leading professional <i>specialist</i>, development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management within the area of professional practice.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>medical scientists</i>, and the coordination and direction of major program objectives to achieve the end result in a timely and effective manner. Programs are normally long term and</p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>Work may require the development and provision of formal professional advice and advisory/consultancy services to other agencies, industry representatives and the public. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.</p>	<p>have <i>managerial responsibilities</i> for a large work unit, or <i>complex</i> projects involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic directions within the area of professional practice, in addition to assessment and review of professional and operational standards.</p> <p>For some <i>medical scientists</i> who are at this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to <i>agency</i> (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert advisory consultancy advice to outside bodies, agencies and the public may be provided as well as participation on inter-<i>agency</i> committees to develop policy, planning and other initiatives.</p>	<p>require high level strategic planning and <i>innovative</i> thinking.</p>		

GENERAL OVERVIEW						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			<p>With <i>professional independence</i> and high levels of expertise and experience, for some <i>medical scientist</i> at this level will determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals.</p>			

## KNOWLEDGE AND EXPERIENCE

MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
<ul style="list-style-type: none"> <li>• <i>Professional knowledge</i> attained through a study of discipline theory and limited experience.</li> <li>• A developing level of operational competence. In recognition of advanced skills and experience relevant to being a <i>medical scientist</i>, permanently appointed <i>medical scientists</i> who have been at the top increment of MeS1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to MeS2 (refer to Section 2).</li> </ul>	<ul style="list-style-type: none"> <li>• Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i>.</li> <li>• Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.</li> </ul>	<ul style="list-style-type: none"> <li>• Operates with <i>professional independence</i> and high levels of competence.</li> <li>• Continues to apply knowledge obtained through post-graduate specialised qualifications and/or extensive recognised experience.</li> </ul>	<ul style="list-style-type: none"> <li>• Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>.</li> <li>• Applies <i>professional judgement</i> based on up-to-date discipline knowledge.</li> <li>• Applies <i>professional knowledge</i> having regard to the <i>agency's</i> (or health unit's) policy framework.</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• Discipline recognition at national or international levels.</li> <li>• Has evidence of higher qualifications or extensive recognised discipline expertise.</li> <li>• Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis.</li> <li>• Requires very high levels of expertise and experience within the <i>professional discipline</i>.</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• A requirement for high levels of expertise and experience to promote and determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives.</li> <li>• Recognition as a national and/or international recognised leading authority within a <i>professional discipline</i> with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and medical/scientific community.</li> <li>• Extensive refereed publications in internationally recognised journals.</li> <li>• Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• A requirement for high levels of expertise and experience to promote and determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives and industry directions.</li> <li>• Recognition as an international leading authority within a <i>professional discipline</i> with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and medical/scientific community.</li> <li>• Extensive refereed publications in internationally recognised journals.</li> <li>• Collaborated with recognised international organizations on scientific projects that impact on an international scale.</li> <li>• Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.</li> </ul>

OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
	<p>Work undertaken at this level may involve a combination of:</p> <ul style="list-style-type: none"> <li>• Providing <i>professional direction</i>, support and oversight of MeS1 and/or technical and support staff.</li> <li>• Assisting in planning, implementing and reporting on services.</li> <li>• Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.</li> <li>• Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.</li> <li>• Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.</li> <li>• Project <i>co-ordination</i> of limited size/or scope which will require organisation and implementation of specific tasks or projects.</li> </ul>	<p>To contribute to the organisational objectives and output, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.</li> <li>• Develops and promulgates <i>crucial</i> information for management.</li> <li>• Undertakes projects of a <i>complex</i> nature with limited <i>professional direction</i>.</li> <li>• Contributes to the development of operational policy.</li> <li>• Undertakes professional duties of an <i>innovative, novel, and/or crucial</i> nature without <i>professional direction</i> subject to established professional standards.</li> <li>• Assesses the professional, technical and economic impacts of achievements and/or projects.</li> <li>• Provides professional advice and consultancy services to other agencies (or health units), industry representatives and the public.</li> <li>• Assesses and reviews the standards of work of other <i>medical scientists</i> and external consultants.</li> <li>• Exercises control and</li> </ul>	<p>To satisfy specified <i>agency</i> (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology.</li> <li>• Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>.</li> <li>• Contributes directly to the formulation of corporate objectives and the <i>agency's</i> (or health unit's) professional policy.</li> <li>• Implements and interprets policy directives to satisfy the demands of professional programs.</li> <li>• Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications.</li> <li>• Initiates and manages high level programs and major investigations.</li> <li>• Determines professional standards and operational objectives for the <i>agency</i> (or health unit).</li> <li>• Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to the <i>agency</i> (or health unit).</li> </ul>	<p>To satisfy the government's objectives and/or the <i>agency's</i> (or health unit's) corporate goals, a position at this level may include any of the following:</p> <ul style="list-style-type: none"> <li>• Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches.</li> <li>• Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an <i>agency's</i> or (health unit's) corporate goals and discipline standards.</li> <li>• Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> or (health unit's) corporate goals.</li> <li>• Provides expert <i>specialist</i> consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>• Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.</li> </ul>	<p>To satisfy the government's objectives and/or <i>agency's</i> (or health unit's) corporate goals, a position at this level may include the following features:</p> <ul style="list-style-type: none"> <li>• The initiation and/or management of high level <i>innovative</i> programs and major research activities.</li> <li>• Determine strategic and operational standards/objectives within the organisation.</li> <li>• Provision of authoritative and <i>specialist</i> advisory/consultancy services on aspects of <i>innovative</i> scientific research and development, where outcomes are of major importance to biomedical science.</li> <li>• Coordinate, contribute to and develop patents where appropriate.</li> <li>• Provide leadership in the initiation, promotion, implementation and evaluation of <i>innovative</i> and relevant medical research functions at the national/international level.</li> <li>• International recognition as an expert in a <i>complex</i> field of scientific and research services and have management responsibility for major programs of national/international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives.</li> </ul>	<p>To satisfy the government's objectives and/or <i>agency's</i> (or health unit's) corporate goals, a position at this level will include a number of the following features:</p> <ul style="list-style-type: none"> <li>• The initiation and/or management of <i>complex</i> and high level <i>innovative</i> programs and major research activities.</li> <li>• Determine strategic directions and operational standards/objectives within the organisation and industry.</li> <li>• Provision of authoritative and <i>specialist</i> advisory/consultancy services on aspects of <i>innovative</i> scientific research and development, where outcomes are of major importance to biomedical science on an international scale.</li> <li>• Attract as an individual or as a manager of team <i>significant</i> research monies into the State.</li> <li>• Coordinate, contribute to and develop patents where appropriate.</li> <li>• Collaborate with recognised international organisations on scientific projects.</li> <li>• Ensure the provision of leadership in the initiation, promotion, implementation and evaluation of leading edge <i>innovative</i> and relevant medical research functions at the international level, both as an individual and in the</li> </ul>

OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		<p>coordination of either discrete operations or projects.</p> <ul style="list-style-type: none"> <li>Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the <i>agency's</i> (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit.</li> <li>Trains staff, coordinates workflow processes, ensures quality of output of the small work unit, conducts performance assessment and review, staff counselling, career planning and development.</li> <li>Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects.</li> <li>Manages small work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> </ul>	<ul style="list-style-type: none"> <li>Identifies current and future options relating to developments which impact on agencies and/or industry.</li> <li>Provides professional advice to inter-<i>agency</i> committees regarding professional policy, planning, forecasting and development implications.</li> <li>Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State.</li> <li>Initiates and formulates programs within the framework of (major work group) objectives and priorities.</li> <li>Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>.</li> <li>Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals.</li> <li>Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> <li>Provides expert specialised advisory/consultancy skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>Develops and oversees the implementation of new and high level programs and major investigations with a strategic</li> </ul>		<ul style="list-style-type: none"> <li>Undertake and manage individual and/or project activities with <i>professional independence</i> that is not subject to review</li> <li>Attract <i>significant</i> research monies.</li> </ul> <p>To satisfy the objectives of the work group, a position at this level will comprise a number of the following:</p> <ul style="list-style-type: none"> <li>Management of a <i>significant</i> unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with <i>significant</i> accountability for outcomes achieved to ensure the effective management of: <ul style="list-style-type: none"> <li>Research funding (procurement and expenditure);</li> <li>Physical and financial (recurrent) resource management;</li> <li>Human resource management;</li> <li>Intellectual resources and patents;</li> <li>Competencies and learning outcomes for research students; and</li> <li>Initiation, development, implementation and review of strategic and operational policy, procedures and principles.</li> </ul> </li> </ul> <p>To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the</p>	<p>management of others.</p> <ul style="list-style-type: none"> <li>International recognition as a leading expert in a <i>complex</i> field of scientific and research services and have management responsibility for major programs of international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives.</li> <li>Undertake and manage individual and/or project activities with <i>professional independence</i> and not subject to review.</li> </ul> <p>To satisfy the objectives of the work group, a position at this level will comprise a number of the following:</p> <ul style="list-style-type: none"> <li>Management of a <i>significant</i> unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with <i>significant</i> accountability for outcomes achieved to ensure the effective management of: <ul style="list-style-type: none"> <li>Research funding (procurement and expenditure);</li> <li>Physical and financial (recurrent) resource management;</li> <li>Human resource management;</li> <li>Intellectual resources and patents;</li> <li>Competencies and learning outcomes for</li> </ul> </li> </ul>



OPERATIONAL OUTCOMES						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			<p>management emphasis.</p> <ul style="list-style-type: none"> <li>• Verifies the professional standards of operations and outputs.</li> <li>• Has <i>significant managerial responsibilities</i> and abilities.</li> <li>• Evaluates professional, technical and economic impacts of program.</li> <li>• Formulates policy and corporate strategy proposals.</li> <li>• Provides expert professional advice on a advisory/consultancy basis to external bodies, other agencies and the public.</li> <li>• Participates on inter-<i>agency</i> and/or national committees to develop policy, planning and other initiatives.</li> </ul>		<p>following inputs:</p> <ul style="list-style-type: none"> <li>• Be sought by a range of relevant and recognised bodies and/or individuals as a leading national/international scientist.</li> <li>• Have a <i>crucial</i> impact on scientific and research initiatives and activities at the national/international level.</li> <li>• Attract national/international recognition to the employing organisation.</li> <li>• Awarded academic status at professorial level D and contribute to tertiary curricula development and delivery.</li> </ul>	<p>research students; and</p> <ul style="list-style-type: none"> <li>• Initiation, development, implementation and review of corporate strategic objectives, plans and operational policy, procedures and principles.</li> <li>• To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the following inputs: <ul style="list-style-type: none"> <li>• Be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientists.</li> <li>• Have a <i>crucial</i> impact on scientific and research initiatives and activities at the national and International level.</li> <li>• Attract National and International recognition to the employing organisation.</li> <li>• Awarded academic status at professorial level D or E, and contribute to tertiary curricula development and delivery.</li> </ul> </li> </ul>

WORKING ENVIRONMENT						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
	<ul style="list-style-type: none"> <li>Exercises and accepts <i>professional direction</i> and <i>co-ordination</i> for a small work unit.</li> <li>Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a <i>medical scientist</i> with <i>managerial responsibilities</i>) or as a <i>medical scientist</i> (who has expertise in one or more fields within a discipline) in a <i>multi-discipline</i> team or independently.</li> </ul>	<ul style="list-style-type: none"> <li>May influence organisational attitudes and professional development policy within the framework of operational programs.</li> <li>Develops professional advice and advisory/consultancy services to other agencies, industry representatives and the public.</li> </ul>	<ul style="list-style-type: none"> <li>Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines.</li> <li>Operates in a highly <i>complex</i> or <i>specialised</i> field using substantial <i>professional judgement</i>.</li> <li>With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the <i>agency's</i> or health unit's corporate goals and discipline standards.</li> <li>Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.</li> <li>Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>.</li> <li>Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to</li> </ul>	<ul style="list-style-type: none"> <li>Positions at this level have <i>crucial</i> impacts to the <i>agency</i> (or health unit), to industry, to the State or to the nation, and decisions made will not usually be subject to professional review.</li> </ul>	<ul style="list-style-type: none"> <li>Positions at this level have <i>crucial</i> and <i>significant</i> impacts on the organisation and the industry at a national/international level. Decisions made will not usually be subject to professional review.</li> </ul>	<ul style="list-style-type: none"> <li>Positions at this level have <i>crucial</i> and <i>significant</i> impacts on the organisation and biomedical science at the international level. Decisions made will not be subject to professional review.</li> </ul>

WORKING ENVIRONMENT						
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			agency's (or health unit's) operations. <ul style="list-style-type: none"> <li>• Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>• Utilises significant management skills and abilities to monitor resource allocations.</li> </ul>			

## SECTION 2: PEER ASSESSMENT PROCESS

In recognition of advanced skills and experience relevant to being a *medical scientist*, permanently appointed *medical scientists* who have been at the top increment of MeS1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to MeS2.

A supervisor or manager of an eligible *medical scientist* may initiate an application for assessment by the Peer Assessment Panel for that employee without the need for that *medical scientist* to complete 12 months at the top increment of MeS1. Such an application is subject to assessment by the Peer Assessment Panel.

In determining if a *medical scientist* will progress to MeS2, the Peer Assessment Panel will consider the following:

1. The work level definition of MeS2 as defined has been met; and
2. The *medical scientist's* professional:
  - (a) performance;
  - (b) aptitude;
  - (c) experience;
  - (d) responsibilities; and
  - (e) initiative.
3. and that the *medical scientist* has complied with all requirements of their current management-approved Performance Review and Development Plan.

The Peer Assessment Panel will include a discipline specific *medical scientist* (at a minimum level of a MeS3) and a management representative. A human resources representative will also be on the Peer Assessment Panel.

Following assessment should a *medical scientist* not progress to MeS2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the *medical scientist* to address any issues arising from the assessment.

Should a *medical scientist* be assessed as not meeting the criteria for progression the *medical scientist* will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

The Peer Assessment Process does not remove or diminish the opportunity for a *medical scientist* to apply for a reclassification. A reclassification application will be considered and determined in accordance with the Department of Health Human Resource Manual.

## APPENDIX 5D: GRANT FUNDED SCIENTISTS WORK LEVEL DEFINITIONS

### DEFINITIONS:

The following definitions relate to the meanings of the words within these work level definitions.

**“Agency”** means an administrative unit or Agency as defined by the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010.

**“Broad guidelines”** means instructions received essentially in the form of broadly stated objectives which require competent and professional experience to apply both initiative and *professional judgement*.

**“Complex”** means professional work which is characterised by ambiguity and/or novelty.

**“Co-ordination”** means the organising of employees, activities and, students where necessary, to meet operational requirements which contributes to the timeliness, effectiveness, quality and efficiency of a work unit.

**“Crucial”** means that a component, an issue, or a decision is fundamental to subsequent actions, considerations and decisions.

**“Innovative”** means the extent to which there is a requirement to vary from, or make changes to, established professional processes, systems and/or standards.

**“Limited complexity”** means work which involves the application of established principles, practices and procedures. Generally, such comprises actions and responses which can be readily identified and repeated from previous experience.

**“Managerial responsibilities”** means an employee:

1. Is required to determine operational policy and procedures for a work unit within the framework of an agency's (or health unit's) requirements; and
2. Is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. Has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and
4. Undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.

**“Novel”** means the nature of professional work that requires the extension and application of theories and concepts beyond established principles. Such may include, for instance, creative research or the introduction of new technology.

**“Papers”** means peer reviewed papers in relevant journals/publications of operational or theoretical interest to other discipline-based scientists.

**“Professional direction”** means the form of control exercised, and may include guidance and monitoring, over other *grant funded scientists* demanding *professional judgement*, including:

- Assessing the application of discipline standards;
- Weighing and discussing professional approaches used;
- Determining professional solutions; and
- Verification and validation of results.

**“Professional discipline”** means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency.

**“Professional independence”** means the level of accountability within a *professional discipline*.

**“Professional judgement”** means the application of an amalgam of *professional knowledge* and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.

**“Professional knowledge”** means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.

**“Grant funded scientist”** means a research scientist who is employed by the Institute of Medical and Veterinary Science, the Royal Adelaide Hospital, the Queen Elizabeth Hospital and the Repatriation General Hospital, using funds provided by the National Health and Medical Research Council and other external grant funding bodies which allocate grants on competitive basis.

**“Significant”** means professional work which is noteworthy, or of considerable amount, effect or importance.

**“Specialising”** refers to work which focuses on one operationally narrow aspect within a *professional discipline* using either acquired experience or a combination of acquired experience and discipline based study.

**“Specialist”** means a *grant funded scientist* who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.

**“Statutory action”** means action taken or authorised by statute.

**“Straightforward”** means work which is without difficulty and is uncomplicated to a person qualified within the *professional discipline*.

**“Very complex”** means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth *professional knowledge* of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
<p>The <i>grant funded scientist</i> will have attained through discipline-based, degree-level study a combination of theoretical concepts and practical techniques to enable professional work to be undertaken within a <i>professional discipline</i>.</p> <p>A <i>grant funded scientist</i> at this level will demonstrate at least a competent level of professional knowledge and skill. As experience is gained, <i>grant funded scientists</i> are independently undertake routine professional tasks.</p> <p><i>Grant funded scientists</i> participate in professional and/or <i>multi-disciplinary</i> teams, operating at the level of basic task to routine professional tasks commensurate with level of experience.</p> <p>Duties undertaken independently at this level are generally of a routine and non repetitive nature, with more <i>complex</i> professional decisions and problem solving made under the <i>professional direction</i> or professional guidance of a more experienced <i>medical scientist</i>.</p> <p>As the <i>grant funded scientist</i> gains experience the GFSc1 will exercise greater levels of independent professional judgement.</p>	<p>Employees at GFSc2 will:</p> <ul style="list-style-type: none"> <li>• Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.</li> <li>• Have attained greater specialised knowledge within the discipline.</li> <li>• Provide professional services to client groups in circumstances requiring increasingly <i>complex</i> practice skills.</li> <li>• Exercise greater <i>specialist</i> knowledge within the discipline and achieve higher level of outcomes under reduced <i>professional direction</i>.</li> <li>• Apply professional judgement to select and apply new and existing methods and techniques.</li> <li>• Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).</li> </ul> <p>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</p>	<p>Operating under general policy direction and with a level of <i>professional independence</i> in the determination of operational priorities, strategies, work standards and allocation of resources. Generally the work demands a level of competence from extensive experience and/or additional study. The <i>grant funded scientist</i> at this level will:</p> <ul style="list-style-type: none"> <li>• Be specialising within a professional discipline; or</li> <li>• Be responsible for managing external grant funding, apply for and be capable of receiving grant funding.</li> </ul> <p>Positions at this level demonstrate leadership within the <i>professional discipline</i> and may coordinate a number of subordinate <i>grant funded scientists</i> and para-professionals. <i>Grant funded scientists</i> at this level will focus on increasing the value, contributions and effectiveness of the <i>professional discipline</i> within the <i>agency</i> (or health unit). Any standard professional task within the discipline (including problem definition, assessment, planning, liaison, execution, analysis, interpreting and reporting) may be undertaken at this level.</p> <p>A <i>grant funded scientist</i> at this level who is responsible for managing external grant funding will be responsible for allocating and determining work priorities to ensure</p>	<p>Operates under broad policy direction in relation to the scientific aspects of a moderately complex area and with high levels of <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>• A senior professional practitioner; or</li> <li>• A senior professional specialist.</li> </ul> <p>At this level work may involve the exercise of <i>significant professional judgement</i> based on a detailed knowledge of State initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of <i>crucial</i> work which can involve a single discipline or a variety of disciplines. Decisions are likely to have a major impact on the health unit, <i>agency</i>, on industry, or on the State, and are rarely subject to professional review.</p> <p>The senior professional practitioner at this level will undertake work which is <i>very complex</i> and highly <i>innovative</i>. At this level there is minimal <i>professional direction</i> and the <i>grant funded scientist</i> would be expected to closely examine personal practices and actions to ensure compliance with</p>	<p>Operates under general policy direction and with <i>professional independence</i> in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:</p> <ul style="list-style-type: none"> <li>• A leading professional manager of a major program and operations; or</li> <li>• A leading professional specialist.</li> </ul> <p>Under the broad direction of an executive level, positions at this level will operate within <i>broad guidelines</i> to achieve specific objectives with total <i>professional independence</i>.</p> <p>May be recognised as a national and/or international authority or as a <i>specialist</i> within the State. The <i>grant funded scientist</i> at this level may generally make a <i>significant</i> contribution on the development of professional understanding on a national or beyond basis.</p> <p>Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised <i>professional discipline</i>. Professional decisions at this level are likely to have substantial impacts to the health unit, <i>agency</i>, to industry, or to the State, and are not usually subject to professional review.</p> <p>Work is undertaken in a highly <i>complex</i> or specialised field by adapting</p>		

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<p>operational standards and efficiencies are met having regard to the needs of peers and the Funding Body and providing <i>professional guidance</i> for a team of <i>grant funded scientists</i>. The senior professional supervisor is expected to contribute to the development of subordinate individual <i>grant funded scientists</i>.</p> <p><i>Grant funded scientists</i> may also have <i>managerial responsibilities</i> for a small work unit to ensure effective and coordinated services in respect to the management of external grant funding. This is the first level where a <i>grant funded scientist</i> may have <i>managerial responsibilities</i>.</p> <p>There will be <i>professional independence</i> in a general operational context involving routine research, project or case situations, requiring levels of expertise and experience to ensure and contribute to professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals or grant funding responsibilities.</p> <p><i>Professional direction</i> is only received for those aspects of work which involve new or complex techniques or relate to areas of work outside the normal span of activity or have implications for the <i>agency</i>.</p> <p>High levels of initiative will be exhibited in accomplishing the objectives and undertaking <i>complex</i> projects, either on an individual basis as a recognised <i>specialist</i>, as a <i>grant funded scientist</i> with</p>	<p>established ethics and standards for the <i>professional discipline</i>.</p> <p>As a senior professional <i>specialist</i>, work is normally without <i>professional direction</i> with discretion permitted within the boundaries of <i>broad guidelines</i> to achieve organisational goals.</p> <p>For some <i>grant funded scientists</i> at this level may have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within <i>broad guidelines</i> to achieve specific objectives with <i>professional independence</i>. This may be supplemented by evidence of higher qualifications and/or wide spread professional recognition of expertise.</p> <p>It is likely that discipline principles and new technology requiring the exercise of significant <i>professional judgement</i> will be developed and applied. This includes initiating, formulating and managing research programs and major projects, or providing scientific services or enterprises involving both a service and research work. It is expected that actions which may span a range of activities in a <i>very complex</i>, specialised environment and contribute to the formulation of corporate policy and the implementation of corporate policy directives.</p>	<p>precedents and by making <i>significant</i> departures from traditional approaches.</p> <p><i>Professional independence</i> and high levels of expertise and experience to determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals, which includes the requirements of the funding body will be evident.</p> <p>For some <i>grant funded scientists</i> at this level may involve the management of programs of <i>crucial</i> importance to the State, to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals, which includes the requirements of the funding body. This level is also responsible for professional policy development and advice to government, peers and other research institutions.</p> <p>For a leading professional <i>specialist</i>, development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management within the area of professional practice.</p> <p>The professional manager at this level will have high level <i>managerial responsibilities</i> which involve a staff comprising a large number of <i>grant funded scientists</i>, and the coordination and direction</p>		

GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<p>responsibilities for <i>complex</i> duties, or as a team leader.</p> <p>Work may require the development and provision of formal professional advisory services to other agencies, industry representatives, other research groups and institutions. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs or funding outcomes.</p>	<p>Some <i>grant funded scientists</i> at this level will have <i>managerial responsibilities</i> for a large work unit, or <i>complex projects</i> involving a number of <i>professional disciplines</i>. Skills required include work prioritisation, monitoring productivity and setting local strategic directions within the area of professional practice, in addition to assessment and review of professional and operational standards.</p> <p>For some <i>grant funded scientists</i> at this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals.</p> <p>A detailed knowledge of governmental policies and procedures, and an appreciation of their application in relation to <i>agency</i> (or health unit) operations is expected. In addition, the senior professional manager will interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</p> <p>At this level, expert consultancy advice to outside bodies, agencies and the public may be provided as well as participation on inter-<i>agency</i> committees to develop policy, planning</p>	<p>of major program objectives to achieve the end result in a timely and effective manner. Programs are normally long term and require high level strategic planning and <i>innovative</i> thinking.</p>		



GENERAL OVERVIEW						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			<p>and other initiatives.</p> <p>With <i>professional independence</i> and high levels of expertise and experience, for some <i>grant funded scientist</i> at this level will determine professional standards, objectives and priorities within the framework of the <i>agency's</i> (or health unit's) corporate goals which will include grant funding requirements.</p>			

## KNOWLEDGE AND EXPERIENCE

GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
<ul style="list-style-type: none"> <li>• <i>Professional knowledge</i> attained through a study of discipline theory and limited experience.</li> <li>• A developing level of operational competence.</li> </ul> <p>In recognition of advanced skills and experience relevant to being a <i>grant funded scientist</i>, permanently appointed <i>grant funded scientists</i> who have been at the top increment of GFSc1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to GFSc2 (refer to Section 2).</p>	<ul style="list-style-type: none"> <li>• Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i>.</li> <li>• Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.</li> </ul>	<ul style="list-style-type: none"> <li>• Operates with <i>professional independence</i> and high levels of competence.</li> <li>• Continues to apply knowledge obtained through post-graduate specialised qualifications (including a PhD qualification) or extensive recognised experience.</li> </ul>	<ul style="list-style-type: none"> <li>• Utilises comprehensive knowledge within the <i>professional discipline</i> and broad exposure to other <i>professional disciplines</i>.</li> <li>• Applies <i>professional judgement</i> based on up-to-date discipline knowledge.</li> <li>• Applies <i>professional knowledge</i> having regard to the <i>agency's</i> (or health unit's) policy framework.</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• Has evidence of higher qualifications or discipline expertise.</li> <li>• Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis, as evidenced by an established track record of successful grant funding applications.</li> <li>• Requires very high levels of expertise and experience within the <i>professional discipline</i>.</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• Demonstrated application of high levels of <i>professional knowledge</i>, expertise, <i>professional independence</i> and competence and recognition as a leading authority within an area of medical science together with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and the medical/scientific community.</li> <li>• Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives.</li> <li>• Evidence of a substantive body of published work or other high quality research which is not subject to peer professional review and which is making an impact in the research field leading to national and international recognition together with invitations to provide editorial input within the individual's area of expertise.</li> <li>• Relevant doctoral or other equivalent</li> </ul>	<p>Work at this level may include a combination of:</p> <ul style="list-style-type: none"> <li>• As an internationally recognised leading authority within the <i>professional discipline</i>, a demonstrated collaboration with recognised international organisations on scientific projects that impact on an international scale together with the ability to foster excellence in the diagnostic and/or research functions of the <i>agency</i> (or health unit) and the medical/scientific community.</li> <li>• Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine <i>complex</i> and <i>significant</i> professional objectives and priorities within the framework of an <i>agency's</i> (or health unit's) corporate objectives and industry directions.</li> <li>• Evidence of a substantive body of published work in internationally recognised journals or other high quality research and which is making an impact in the research field of expertise.</li> <li>• Relevant doctoral or other equivalent qualification and appropriate research experience. The onus will be on the individual to demonstrate that they hold a qualification or</li> </ul>

KNOWLEDGE AND EXPERIENCE						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
					<p>qualification and appropriate research experience. The onus will be on the individual to demonstrate that they hold a qualification or experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.</p> <ul style="list-style-type: none"> <li>• Success in obtaining <i>significant</i> and/or substantial grants.</li> <li>• Ability to attract high quality students and post-doctoral <i>grant funded scientists</i>.</li> </ul>	<p>experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.</p> <ul style="list-style-type: none"> <li>• Success in obtaining <i>significant</i> and/or substantial grants.</li> <li>• Ability to attract high quality students and post-doctoral <i>grant funded scientists</i>.</li> </ul>

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
	<p>Work undertaken at this level may involve a combination of:</p> <ul style="list-style-type: none"> <li>• Providing <i>professional direction</i>, support and oversight of GFSc1 and/or technical and support staff.</li> <li>• Assisting in planning, implementing and reporting on services.</li> <li>• Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.</li> <li>• Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.</li> <li>• Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.</li> <li>• Project <i>co-ordination</i> which will require organisation and implementation of specific tasks or projects.</li> </ul>	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.</li> <li>• Develops and promulgates <i>crucial</i> information for the funding body.</li> <li>• Undertakes projects of a <i>complex</i> nature with limited <i>professional direction</i>.</li> <li>• Contributes to the development of operational policy.</li> <li>• Undertakes professional duties of an <i>innovative, novel, and/or crucial</i> nature without <i>professional direction</i> subject to established professional standards.</li> <li>• Assesses the professional, technical and economic impacts of achievements and/or projects.</li> <li>• Provides professional advice and consultancy services to other agencies (or health units), industry representatives and other research groups and institutions.</li> <li>• Assesses and reviews the standards of work of other <i>grant funded scientists</i> and external consultants.</li> </ul>	<p>To satisfy specified <i>agency</i> (or health unit) objectives, a position at this level may include a combination of the following:</p> <ul style="list-style-type: none"> <li>• Exercises <i>significant professional judgement</i> in the development and/or application of <i>professional discipline</i> principles and new technology.</li> <li>• Manages <i>very complex</i> projects involving a number of personnel from either one or a variety of <i>professional disciplines</i>.</li> <li>• Contributes directly to the achieving corporate objectives by being successful in applying for grant funding and managing grant funded projects.</li> <li>• Provides advice to senior management/ authorities regarding current relevant developments in the discipline and their potential implications.</li> <li>• Initiates and manages high level programs and major investigations.</li> <li>• Determines professional standards and operational objectives in relation to the management of external grant funding.</li> <li>• Is the authoritative <i>specialist</i> where requirements are <i>very complex</i> and of major importance to applying for and managing grant funding received.</li> <li>• Identifies current and</li> </ul>	<ul style="list-style-type: none"> <li>• Operates in a highly <i>complex</i> or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making <i>significant</i> departures from traditional approaches.</li> <li>• Uses high levels of expertise and experience with <i>professional independence</i> to determine professional objectives and priorities within the framework of an <i>agency's</i> or (health unit's) corporate goals and discipline standards.</li> <li>• Manages programs of <i>crucial</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> or (health unit's) corporate goals.</li> <li>• Provides expert <i>specialist</i> advisory skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>• Develops and directs the implementation of new and high level programs and major investigations, with a strategic emphasis.</li> </ul>	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:</p> <ul style="list-style-type: none"> <li>• The initiation, formulation and management of high level programs and major research activities which may include the generation of independent and collaborative research and the management and/or leadership of large research projects or teams.</li> <li>• The determination of strategic and operational standards, objectives and priorities for the work group within the organisation and within the <i>agency's</i> (or health unit's) policies and programs.</li> <li>• International recognition as an expert in a <i>complex</i> field of scientific and research services and have responsibility for the management of major programs of national/international significance.</li> <li>• Successful preparation of research proposal submissions to external funding bodies and other agencies including the assessment of the professional, technical and economic impacts of achievements/projects, the production of high quality publication of research findings and the presentation of findings in</li> </ul>	<p>To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:</p> <ul style="list-style-type: none"> <li>• The initiation, formulation and management of <i>complex</i> and high level <i>innovative</i> programs and major research activities which include the generation of independent and collaborative research and the management and/or leadership of large research projects or teams.</li> <li>• The management of a key or <i>crucial</i> function within the organisation and the determination of strategic and operational standards, objectives and priorities for the work group within the organisation and industry.</li> <li>• International recognition as a leading expert in a <i>complex</i> field of scientific research together with provision of authoritative and specialist advisory services on aspects of <i>innovative</i> scientific research and development where outcomes are of major importance to biomedical science on an international scale.</li> <li>• Successful preparation of research proposal submissions for the attraction of research monies into the State including the assessment of</li> </ul>

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		<ul style="list-style-type: none"> <li>Exercises control and coordination of either discrete operations or projects.</li> <li>Undertakes duties and ensures the outcome of work which is of a <i>complex</i> and varied nature, requiring detailed knowledge of the <i>agency's</i> (or health unit's) operations combined with a <i>specialist</i> or very high level of practitioner knowledge of major activities in the work unit.</li> <li>Trains staff, coordinates workflow processes, ensures quality of output of a small work unit, conducts performance assessment and review, staff counselling, career planning and development.</li> <li>Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>Uses <i>significant</i> initiative to accomplish objectives and undertake <i>complex</i> projects.</li> <li>Manages small work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> </ul>	<p>future options relating to developments which impact on agencies and/or industry, which includes grant funding requirements.</p> <ul style="list-style-type: none"> <li>Provides professional advice to inter-<i>agency</i> committees, peers and the funding body regarding professional policy, planning, forecasting and development implications.</li> <li>Provides <i>specialist</i> services to industry where the end product is of major importance to the industry and/or the State and the funding body.</li> <li>Initiates and formulates programs within the framework of (major work group) objectives and priorities.</li> <li>Undertakes demanding evaluations of an economic and/or technical nature with <i>professional independence</i>.</li> <li>Manages programs of <i>significant</i> importance to the State to satisfy the government's objectives or the <i>agency's</i> (or health unit's) corporate goals or grant funding requirements.</li> <li>Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> <li>Provides expert specialised advisory skills with <i>crucial</i> impacts to the industry, the State and possibly the nation.</li> <li>Develops and oversees the implementation of new and high level programs</li> </ul>		<p>appropriate scientific forums.</p> <ul style="list-style-type: none"> <li>Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring <i>professional independence</i> and the management of projects or tests of a highly <i>complex</i> nature requiring high levels of professional judgement including the acceptance of professional responsibility for standards of work undertaken.</li> <li>Provision of specialised scientific knowledge to, and participation in, internal and external teaching programs at undergraduate and post-graduate level and may also include the supervision, training and guidance of research support staff including post-graduate and/or post-doctoral <i>grant funded scientists</i> who may be working on projects within the area of research expertise.</li> <li>Provision of highly specialised services to government agencies and as required specialised services to industry, which may include the promulgation of information regarding current developments in medical science and the preparation of written material which incorporate reports on the development of new technologies or methodologies.</li> <li>Promote and foster research links with outside bodies.</li> </ul>	<p>the professional, technical and economic impacts of achievements/projects, the production of high quality publication of research findings and the presentation of findings in appropriate scientific forums and when necessary, the coordination and/or contribution towards the development of patents.</p> <ul style="list-style-type: none"> <li>Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring <i>professional independence</i> and have management responsibility for major programs of international significance which may impact upon and directly involve other internationally recognised scientific officers and scientific activities/initiatives.</li> <li>Collaborate with recognised international organisations on scientific projects and provide leadership in the initiation, promotion, implementation and evaluation of leading edge <i>innovative</i> and relevant medical research functions at international level, both as an individual and in the management of others.</li> <li>Provision of specialised scientific knowledge to, and participation in, internal and external teaching programs at undergraduate and post-graduate level and may also include the supervision, training and guidance of research support staff including post-</li> </ul>

OPERATIONAL OUTCOMES						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			and major investigations with a strategic emphasis. <ul style="list-style-type: none"> <li>• Verifies the professional standards of operations and outputs.</li> <li>• Has <i>significant managerial responsibilities</i> and abilities.</li> <li>• Evaluates professional, technical and economic impacts of program.</li> <li>• Participates on inter-<i>agency</i> and/or national committees to develop policy, planning and other initiatives.</li> </ul>			graduate and/or post-doctoral <i>grant funded scientists</i> who may be working on projects within the area of research expertise. <ul style="list-style-type: none"> <li>• Provision of highly specialised services to government agencies and as required specialised services to industry, which may include the promulgation of information regarding current developments in medical science and the preparation of written material which incorporate reports on the development of new technologies or methodologies.</li> </ul>

WORKING ENVIRONMENT						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
	<ul style="list-style-type: none"> <li>Exercises and accepts <i>professional direction</i> and <i>co-ordination</i> for a small work unit.</li> <li>Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a <i>grant funded scientist</i> with <i>managerial responsibilities</i>) or as a <i>grant funded scientist</i> in a team or independently.</li> </ul>	<ul style="list-style-type: none"> <li>Develops professional advice to other agencies (or health units), industry representatives and may influence organisational attitudes and professional development policy within the framework of operational programs.</li> </ul>	<ul style="list-style-type: none"> <li>Uses <i>significant professional judgement</i> based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of <i>crucial</i> work which can involve a number of personnel from the discipline or a variety of disciplines.</li> <li>Operates in a highly <i>complex</i> or specialised field using <i>significant professional judgement</i>.</li> <li>With <i>professional independence</i>, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the <i>agency's</i> or health unit's corporate goals and discipline standards.</li> <li>Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.</li> <li>Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one <i>professional discipline</i>.</li> <li>Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to</li> </ul>	<ul style="list-style-type: none"> <li>Positions at this level have <i>crucial</i> impacts to the <i>agency</i> (or health unit), to industry, to the State or to the nation.</li> </ul>	<p><i>Grant funded scientists</i> at this level will generally report to an executive position (or equivalent) or to a Chief Executive Officer and will operate with <i>professional independence</i> and have a high profile within their area of expertise. Work undertaken may have a <i>crucial</i> impact in the <i>agency</i> (or health unit), to industry, to the State or to the nation with decisions made not subject to professional peer review. Work undertaken is expected to be <i>complex</i> requiring advanced problem-solving abilities dictating a capacity for <i>novel</i> and/or <i>innovative</i> approaches and methods. Positions at this level will make a major contribution to the development of research program directions and policies and will have <i>significant</i> impacts on research at the national and international level.</p> <p>Initial appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the <i>grant funded scientist's</i> research and scholarship.</p>	<p><i>Grant funded scientists</i> at this level will generally report to an executive level position (or equivalent) or to a Chief Executive Officer and will operate with <i>professional independence</i> and have a high profile within their area of expertise. Positions have <i>crucial</i> and <i>significant</i> impacts on the organisation and biomedical science at the international level.</p> <p>An occupant of this position will be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientist and will attract national and international recognition to the employing organisation.</p> <p>An occupant will possess high professorial status and will contribute to tertiary curricula development and delivery.</p> <p>Appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the <i>grant funded scientist's</i> research and scholarship.</p>

WORKING ENVIRONMENT						
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			<p>agency (or health unit's) operations.</p> <ul style="list-style-type: none"> <li>• Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>• Provides expert professional advisory services to external bodies, other agencies and other research groups and institutions.</li> <li>• Utilises <i>significant</i> management skills and abilities to monitor resource allocations.</li> </ul>			



## SECTION 2: PEER ASSESSMENT PROCESS

In recognition of advanced skills and experience relevant to being a *grant funded scientist*, *grant funded scientists* who have been at the top increment of GFSc1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to GFSc2.

A supervisor or manager of an eligible *grant funded scientist* may initiate an application for assessment by the Peer Assessment Panel for that employee without the need for that *grant funded scientist* to complete 12 months at the top increment of GFSc1. Such an application is subject to assessment by the Peer Assessment Panel.

In determining if a *grant funded scientist* will progress to GFSc2, the Peer Assessment Panel will consider the following:

1. The work level definition of GFSc2 as defined has been met; and
2. The *grant funded scientist's* professional:
  - (a) performance;
  - (b) aptitude;
  - (c) experience;
  - (d) responsibilities; and
  - (e) initiative.
3. and that the *grant funded scientist* has complied with all requirements of their current management-approved Performance Review and Development Plan.

The Peer Assessment Panel will include a discipline specific *grant funded scientist* (at a minimum level of a GFSc3) and an SA Pathology management representative. A human resources representative will also be on the Peer Assessment Panel.

Following assessment should a *grant funded scientist* not progress to GFSc2 the relevant supervisor or manager will be responsible for implementing a Performance Review and Development Plan in consultation with the *grant funded scientist* to address any issues arising from the assessment.

Should a *grant funded scientist* be assessed as not meeting the criteria for progression the *grant funded scientist* will not be eligible to apply for progression until such time as the relevant supervisor or manager is satisfied that the issues have been satisfactorily addressed through the Performance Review and Development Plan process.

The Peer Assessment Process does not remove or diminish the opportunity for a *grant funded scientist* to apply for a reclassification. A reclassification application will be considered and determined in accordance with the Department of Health Human Resource Manual.

## **APPENDIX 5E: REVIEW: WORK LEVEL DEFINITIONS**

Public Sector Workforce Relations (PSWR), on behalf of the employer, will commence not earlier than 1 July 2011, a review of the practical operation of the work level definitions in this Schedule for Allied Health Professionals, Medical Scientists and Grant Funded Scientists, for the purpose of ascertaining what, if any, refinements, clarification or minor modifications may be considered or made (subject to agreement). A discussion paper will be developed by PSWR (or delegate) in consultation with the PSA and with employee agent/s (of applicable employees) that are signatories to this Enterprise Agreement. Subject to agreement, and the agreement of the CPE, any agreed refinement, clarification or minor modification can be implemented during the life of the Enterprise Agreement either administratively or by amending the applicable work level definition in this Schedule, and any such agreed amendment that is reduced to writing in a document bearing the signatures of the employer, PSA and applicable employee agent/s, will be deemed to operate on its terms notwithstanding any other clause or schedule of this Enterprise Agreement.

## ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C - Changes to Redeployment Practice of the MOU is varied as follows with effect from 14 January 2010.

The following changes to redeployment practice presently prescribed in Commissioner’s Standard 2 ‘Quality Staffing’ have been agreed between the parties to take effect from 14 January 2010. The changes will apply to employees who are excess on or after 14 January 2010.

Delete from Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 41, item 4):

Where an excess employee has been offered at least one suitable position and has declined the offer, redeployment to a suitable position thereafter will not necessarily require agreement by the employee.

Replace with:

Redeployment to a suitable position or duties will not necessarily require agreement by the employee.

Clarification of the current reference to a pegged rate of pay in Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 45, final paragraph):

Until that time, an employee whose rate of pay is pegged shall not receive any increase, whether incremental or otherwise (eg. general salary increase) applicable under the applicable Enterprise Agreement.

The following changes were agreed in the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006* in relation to redeployment practice which at that time were prescribed in Commissioner’s Standard 2 ‘Quality Staffing’:

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 2 ‘Quality Staffing’.

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 21 December 2006. (The period of income maintenance, remains the same as that prescribed in Commissioner’s Standard 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 redeployee’s 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. 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 the then Public Sector Management Act Determination No. 3 (made on 19/03/03), now superseded by Commissioner's Standard 2 'Quality Staffing'. Subject to the changes to Commissioner's Standard identified above, to have effect from the date of approval of this Enterprise Agreement, those changes will continue to have effect.

The following has been added to Commissioner's Standard 2 'Quality Staffing'.

- # 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 Standard 2). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the CPE (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.

-oOo-