

# **SOUTH AUSTRALIAN GOVERNMENT WAGES PARITY (SALARIED) ENTERPRISE AGREEMENT 2006**

**File No. 07316 of 2009**

**Cross Reference File No. 7667/06**

## **VARIATION ORDERS MADE PURSUANT TO SECTION s 84 ON 21 DECEMBER 2009**

1. **THAT** the Enterprise Agreement be varied as follows:
  - (a) amending Appendix 3: Workplace Flexibility Agreement as set out in the revised page 65 appended hereto; and
  - (b) inserting a revised Schedule 1.5 as appended hereto.
  
2. **THAT** the said variation will operate on and from 21 December 2009 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 DECEMBER 2009.

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COMMISSION MEMBER

**SOUTH AUSTRALIAN  
GOVERNMENT WAGES PARITY  
(SALARIED) ENTERPRISE  
AGREEMENT 2006**

**File No. 07316 of 2009  
Cross Reference File No. 7667 of 2006**

**CONSOLIDATED AGREEMENT AS AT 21  
DECEMBER 2009 AS SUPPLIED BY THE  
PARTIES AND INCORPORATING ALL  
AMENDMENTS SINCE THE ORIGINAL  
APPROVAL WAS GRANTED ON 21  
DECEMBER 2006**

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**SOUTH AUSTRALIAN GOVERNMENT  
WAGES PARITY  
(SALARIED)  
ENTERPRISE AGREEMENT 2006**



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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 2006".
- 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 for three years commencing on 21 December 2006.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment PSM Act Standards, Directions, Circulars, Guidelines, 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:
  - 2.1.1 To 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 To 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 To support South Australia's Strategic Plan and the achievement of government and agency objectives;
  - 2.1.4 To support workforce flexibility, mobility, development and performance;
  - 2.1.5 To acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement;
  - 2.1.6 To 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; and
  - 2.2.5 Obtaining the approval of the Industrial Relations Commission of South Australia to this Enterprise Agreement.

## 3. INTERPRETATION

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

"Act"	Means the <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;
“CPE”	Means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment;
“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 2006;
“Training Package”	Means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (eg. Public Services Training Package; The Community Services Training Package; and the Health Industry Training Package)
“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 Wages Parity (Weekly Paid) Enterprise Agreement (or any successor thereto), 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.
- 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:
  - 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 South Australian Country Fire Service (CFS) in respect of its employees;
  - 4.1.3 Department of Health in respect of its relevant salaried employees, including relevant salaried employees engaged pursuant to the *Institute of Medical and Veterinary Science Act 1982*; and relevant salaried employees in incorporated hospitals and incorporated health centres pursuant to the *South Australian Health Commission Act 1976*;
  - 4.1.4 South Australian Metropolitan Fire Service (SAMFS) in respect of those of its employees who have a classification specified in Appendix 1: Parity Salaries and Wages;
  - 4.1.5 Association of Professional Engineers, Scientists & Managers, Australia (APESMA);
  - 4.1.6 Community and Public Sector Union (CPSU), SPSF Group SA Branch, and Public Service Association of South Australia Inc. (PSA);
  - 4.1.7 Media, Entertainment and Arts Alliance (MEAA);
  - 4.1.8 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.
- 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 (including the Public Trustee Office)

- Auditor-General's Department
- Department for Administrative and Information Services
- Department for Correctional Services
- Department of Education and Children's Services
- Department for Environment and Heritage
- Department for Families and Communities
- Department for Transport, Energy and Infrastructure
- Department of Further Education, Employment, Science and Technology
- Department of Health (including the SAHC, hospitals and health units incorporated under the *South Australian Health Commission Act 1976* and any successor/s thereof howsoever described (eg. employing authority))
- Department of Justice
- Department of Primary Industries and Resources
- Department of the Premier and Cabinet
- Department of Trade and Economic Development
- Department of Treasury and Finance
- Department of Water, Land and Biodiversity Conservation
- Environment Protection Authority
- Office of the Venture Capital Board
- 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*.

4.2.2 Other Agencies:

- Carclew Youth Arts Centre
- Courts Administration Authority
- Dairy Authority
- History Trust of SA
- Institute of Medical and Veterinary Science
- Legal Services Commission
- SA Country Arts Trust
- Senior Secondary Assessment Board of South Australia
- South Australian Country Fire Service
- South Australian Fire and Emergency Services Commission
- South Australian Metropolitan Fire Service
- South Australian State Emergency Service
- South Australian Housing Trust
- South Australian Tourism Commission
- State Electoral Office.

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 *Workplace Relations Act 1996 (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 29 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*;

- 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DETE) Interim 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 DETAFE (Educational 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 employed by the Chief Executive, DPC (or formerly by CE, DAIS), under the National Training Wage Award or relevant South Australian Public Sector Award Training Wage Arrangements, or under a particular scheme which specifies the rate/s of pay applicable to trainees under the scheme;
- 4.3.24 As a weekly paid employee who is subject to the Wages Parity (Weekly Paid) Enterprise Agreement 2004 or who is covered by any successor agreement thereto;
- 4.3.25 As a weekly paid employee of the South Australian Metropolitan Fire Service who is classified as an Engineering and Maintenance Employee, Government Services Employee or a General Hand.

## **5. OTHER ENTERPRISE AGREEMENTS**

- 5.1 Subject to the commitment in clause 6.3, no party will oppose an application to formally rescind a superseded Enterprise Agreement provided that an application to rescind such Enterprise Agreements will only be made after the date on which the Industrial Relations Commission of South Australia approves this 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, 2006; and
  - 1 October, 2007; and

1 October, 2008 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 The New Structures: Arrangements Schedule in Appendix 1: Parity Salaries and Wages will apply to employees to whom the new classification structures for Grant Funded Scientists, Medical Scientists and Professional Officers will apply.

## **7. SALARY PACKAGING ARRANGEMENTS**

- 7.1 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.
  - 7.1.1 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.
  - 7.1.2 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.
  - 7.1.3 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.

## **8. MEMORANDUM OF UNDERSTANDING**

- 8.1 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:
  - 8.1.1 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;
  - 8.1.2 There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and
  - 8.1.3 The terms of the MOU do not form part of this Enterprise Agreement.
- 8.2 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.

## **9. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

- 9.1 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.
- 9.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 The Commissioner for Public Employment will continue to promote, monitor and evaluate the use of VFWA within administrative units.

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

- 9.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on 16 October 2006.
- 9.2.1 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, is entitled to: fourteen (14) weeks paid maternity leave on or after 16 October 2006.
- 9.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child, is entitled to: fourteen (14) weeks paid maternity leave on or after 16 October 2006.
- 9.2.3 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 fourteen (14) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

- 9.2.4 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).
- 9.2.5 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).
- 9.2.6 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.

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

- 9.3 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.
- 9.3.1 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**

- 9.4 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.
- 9.4.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need 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.
- 9.4.2 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.
- 9.4.3 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**

- 9.5 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.

- 9.5.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 9.5.2 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.
- 9.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 9.5.4 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 Commissioner for Public Employment.
- 9.5.5 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.
- 9.5.6 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**

- 9.6 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.
  - 9.6.1 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.
  - 9.6.2 The employee ordinarily uses public transport.
  - 9.6.3 Travel is by the most direct or appropriate route.
  - 9.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
  - 9.6.5 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.

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

- 10.1 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.
- 10.2 On-Call Allowances
  - 10.2.1 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:
    - a) \$12.90 from the first pay period to commence on or after 1 October 2006;
    - b) \$13.40 from the first pay period to commence on or after 1 October 2007; and
    - c) \$13.90 from the first pay period to commence on or after 1 October 2008.
  - 10.2.2 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:
    - a) \$25.80 from the first pay period to commence on or after 1 October 2006;
    - b) \$26.70 from the first pay period to commence on or after 1 October 2007; and

- c) \$27.60 from the first pay period to commence on or after 1 October 2008.

### 10.3 On-Call Conditions

- 10.3.1 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.
- 10.3.2 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.
- 10.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 10.3.4 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).
- 10.3.5 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.

### 10.4 Recall to Work

- 10.4.1 Subject to 10.4.3 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.
- 10.4.2 Subject to 10.4.3 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.
- 10.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 10.4.1 and 10.4.2 is an employee's normal rate for overtime purposes except where such rate exceeds the maximum salary of the ASO-5 classification level prescribed in this Enterprise Agreement. In this situation, where an employee's rate of pay does not exceed the maximum salary of ASO-6, overtime is to be calculated at the rate of the minimum salary increment of ASO-5. Where an employee's rate of pay exceeds the maximum salary of ASO-6 (but is less than executive level or equivalent), overtime is to be calculated at the rate of the maximum salary increment of ASO-5.
- 10.4.4 Despite the provisions of 10.4.3, the Commissioner for Public Employment 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.
- 10.4.5 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).

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

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

## **12. TRAINING AND DEVELOPMENT**

- 12.1 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).
- 12.2 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.
- 12.3 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 Commissioner for Public Employment (or other such guidelines as may be issued by an agency), and that this process will continue to be monitored and evaluated by the Commissioner (or the agency as applicable).
- 12.4 The parties acknowledge that the Commissioner for Public Employment will monitor and chief executives of administrative units will report annually on:
- 12.4.1 The percentage of employees in administrative units with documented individual performance development plans.
  - 12.4.2 The percentage of expenditure by administrative units on management and leadership development.
  - 12.4.3 The extent of implementation of accredited “Training Packages” within administrative units and the classification level of the employees involved.

## 12.5 The parties:

- 12.5.1 Acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level.
- 12.5.2 Note that “Commissioner’s Standard 2 – Quality Staffing” requires agencies to give consideration to existing employees of the agency or employees of other agencies within the portfolio grouping of agencies in filling vacancies.

## 13. WORKPLACE FLEXIBILITY

- 13.1 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).
- 13.2 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”).
  - 13.2.1 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.
  - 13.2.2 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 Commissioner for Public Employment for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
  - 13.2.3 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.
  - 13.2.4 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”).
  - 13.2.5 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.

## 14. RECLASSIFICATION DATE

- 14.1 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.

## **15. TOIL ENTITLEMENTS**

15.1 An employee who accrues time off in lieu (TOIL) in accordance with the applicable Award or clause 15.2:

15.1.1 Cannot lose that entitlement;

15.1.2 Must take the entitlement in accordance with the following:

- a) At a time agreed with the employer within 3 months of accrual; or
- b) With the agreement of the employer, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time; or
- c) At a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 5 days TOIL.

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

## **16. MINIMUM HOURS OF ENGAGEMENT**

16.1 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.

16.2 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.

16.3 Nothing in this clause affects the operation of clause 10 On-call/Recall, nor does this apply to an employee to whom Schedule 1.17 Interpreters and Translators applies.

## **17. PUBLIC HOLIDAYS**

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

17.1 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**

17.2 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.

17.3 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.

17.4 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**

17.5 This clause comes into effect on 18 December 2006 and applies to employees to whom the SA Public Sector Salaried Employees Interim Award "Part 9 – Special Conditions for Employees Employed as Correctional Officers" applies.

17.5.1 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.

## **18. REGIONAL EMPLOYMENT**

- 18.1 The Commissioner for Public Employment will, by 30 June 2007, develop a "Supporting Regions Discussion Paper" about targeted and general options to improve attraction, retention and support of employees in regional areas (including access to additional leave particularly for family medical appointments; discretion for chief executives to approve additional financial payments to retain employees; and professional development opportunities) together with any issues arising out of the implementation of the new Attachment F "Remote/Very Remote Attraction/Retention" to Commissioner's Standard No. 2, and will enable implementation of agreed matters during the life of this Enterprise Agreement.

## **19. MEAL BREAKS**

- 19.1 The parties acknowledge that clause 5.3.1.1 of the S.A. Public Sector Salaried Employees Interim Award provides: "A minimum meal break of 30 minutes per day is to be taken by all employees. That time will not count as part of an employee's ordinary working hours. In any event no employee will be required to work more than 5 hours without such a break."
- 19.1.1 The parties acknowledge the diversity of workplaces covered by this Enterprise Agreement and that there may be operational circumstances that can best be addressed by alternative arrangements that will be mutually beneficial to the agency and the employees within the particular workplace (eg. crib or paid meal break, TOIL, time credits, or shortening of the work day).
- 19.1.2 The parties agree that where operational circumstances may require alternative arrangements, an agency or workplace may, in accordance with clause 13 of this Enterprise Agreement, develop a Workplace Flexibility Proposal with a view to giving effect to alternative arrangements through making a Workplace Flexibility Agreement.

## **20. PERFORMANCE IMPROVEMENT**

- 20.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 20.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 20.3 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:
- 20.3.1 Facilitating ongoing improvements to service delivery and achievement of "best practice".
- 20.3.2 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.
- 20.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
- 20.3.4 Facilitating the achievement of an agency's performance goals and performance measures.
- 20.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
- 20.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
- 20.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 20.4 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.

- 20.5 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.

## **21. NO EXTRA CLAIMS**

- 21.1 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).
- 21.2 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 State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 21.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

## **22. CONSULTATIVE PROCESSES**

- 22.1 The parties commit to the following consultative principles.
- 22.1.1 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.
- 22.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 22.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 22.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 22.1.5 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.
- 22.2 In relation to significant issues of public sector wide reform, the Commissioner for Public Employment will consult with the "SA Unions" (i.e. formerly known as the UTLC) in accordance with the above principles.

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

- 23.1 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.
- 23.2 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.
- 23.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 23.4 All parties have a right to seek representation in order to resolve any dispute.
- 23.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 23.11 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.

- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 23.11 Any grievance or dispute concerning workload will be handled as follows:
- 23.11.1 The employee/s will notify their manager in writing of the workload issue/s.
  - 23.11.2 The manager should initiate discussions with the employee/s within 24 hours.
  - 23.11.3 Should the matter not be resolved discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.
  - 23.11.4 If the matter remains unresolved a record of the discussions at sub-clause 24.11.3 shall be forwarded to the Chief Executive, or in the case of an incorporated hospital or health centre, its Chief Executive Officer, who may issue directions as to the issue/s.

## **24. VARIATIONS**

- 24.1 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.
- 24.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 24.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 24.3.1 Consistent application within a particular agency of clauses identified at Appendix 2: Saved Clauses.
  - 24.3.2 The implementation of a Workplace Flexibility Agreement.
  - 24.3.3 Any other agreed changes within the agency.
- 24.4 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:
- 24.4.1 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
  - 24.4.2 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

24.4.3 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.

## **25. RENEGOTIATION**

25.1 Negotiations for a new Enterprise Agreement may commence not earlier than 3 months prior to the expiry of this Enterprise Agreement.

**26. SIGNATORIES**

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Chief Executive, Department of the  
Premier and Cabinet

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Witness

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Chief Executive, Department of Health

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Witness

-----  
Chief Officer, South Australian Country  
Fire Service

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Witness

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Chief Officer, South Australian  
Metropolitan Fire Service

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Witness

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Association of Professional Engineers,  
Scientists & Managers, Australia

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Witness

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

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Witness

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Media, Entertainment and Arts Alliance

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Witness

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Employee Ombudsman

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Witness

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Employee Representative/Agent

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Witness

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Employee Representative/Agent

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Witness

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Employee Representative/Agent

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Witness

**APPENDIX 1: PARITY SALARIES AND WAGES**

**SCHEDULE 1.1: ADMINISTRATIVE SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
ASO-1	17 years & under	\$19,194	\$19,866	\$20,561	\$21,281
	18 years	\$22,290	\$23,070	\$23,877	\$24,713
	19 years	\$25,386	\$26,274	\$27,194	\$28,146
	20 years	\$28,481	\$29,479	\$30,510	\$31,578
	1st year adult	\$30,958	\$32,042	\$33,163	\$34,324
	2nd year adult	\$31,744	\$32,855	\$34,005	\$35,195
	3rd year adult	\$32,605	\$33,746	\$34,927	\$36,149
	4th year adult	\$33,391	\$34,560	\$35,770	\$37,022
	5th year adult	\$34,179	\$35,375	\$36,613	\$37,894
	6th year adult	\$35,036	\$36,262	\$37,531	\$38,845
ASO-2	1	\$37,253	\$38,557	\$39,906	\$41,303
	2	\$38,787	\$40,145	\$41,550	\$43,004
	3	\$40,321	\$41,732	\$43,193	\$44,705
ASO-3	1	\$43,385	\$44,903	\$46,475	\$48,102
	2	\$44,919	\$46,491	\$48,118	\$49,802
	3	\$46,453	\$48,079	\$49,762	\$51,504
ASO-4	1	\$49,584	\$51,319	\$53,115	\$54,974
	2	\$50,729	\$52,505	\$54,343	\$56,245
	3	\$51,874	\$53,690	\$55,569	\$57,514
ASO-5	1	\$55,298	\$57,233	\$59,236	\$61,309
	2	\$57,413	\$59,422	\$61,502	\$63,655
	3	\$59,679	\$61,768	\$63,930	\$66,168
	4	\$61,944	\$64,112	\$66,356	\$68,678
ASO-6	1	\$64,060	\$66,302	\$68,623	\$71,025
	2	\$66,024	\$68,335	\$70,727	\$73,202
	3	\$67,989	\$70,369	\$72,832	\$75,381
ASO-7	1	\$70,714	\$73,189	\$75,751	\$78,402
	2	\$72,775	\$75,322	\$77,958	\$80,687
	3	\$74,730	\$77,346	\$80,053	\$82,855
	4	\$76,759	\$79,446	\$82,227	\$85,105
ASO-8	1	\$79,691	\$82,480	\$85,367	\$88,355
	2	\$81,269	\$84,113	\$87,057	\$90,104
	3	\$82,849	\$85,749	\$88,750	\$91,856
Manager Administrative Services					
MAS 1	1	\$69,501	\$71,934	\$74,452	\$77,058
MAS 2	1	\$78,263	\$81,002	\$83,837	\$86,771
MAS 3	1	\$84,354	\$87,306	\$90,362	\$93,525

**SCHEDULE 1.2: CFS OPERATION STAFF**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Level 1	\$35,895	\$37,151	\$38,451	\$39,797
	\$37,316	\$38,622	\$39,974	\$41,373
	\$38,736	\$40,092	\$41,495	\$42,947
Level 2	\$41,404	\$42,853	\$44,353	\$45,905
	\$43,556	\$45,080	\$46,658	\$48,291
	\$45,708	\$47,308	\$48,964	\$50,678
	\$47,631	\$49,298	\$51,023	\$52,809
Level 3	\$52,327	\$54,158	\$56,054	\$58,016
	\$53,801	\$55,684	\$57,633	\$59,650
	\$55,276	\$57,211	\$59,213	\$61,285
	\$56,750	\$58,736	\$60,792	\$62,920
Level 4	\$59,404	\$61,483	\$63,635	\$65,862
	\$60,877	\$63,008	\$65,213	\$67,495
	\$62,351	\$64,533	\$66,792	\$69,130
	\$63,826	\$66,060	\$68,372	\$70,765
Level 5	\$70,714	\$73,189	\$75,751	\$78,402
	\$72,775	\$75,322	\$77,958	\$80,687
	\$74,730	\$77,346	\$80,053	\$82,855
	\$76,759	\$79,446	\$82,227	\$85,105
Level 6	\$84,354	\$87,306	\$90,362	\$93,525

**SCHEDULE 1.3: COMMUNITY PHARMACISTS (SERVICING COUNTRY HOSPITALS)**

Classification level	Current (Per Hour)	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
For the first hour	\$45.60	\$47.20	\$48.90	\$50.60
For each subsequent hour	\$37.90	\$39.20	\$40.60	\$42.00

**SCHEDULE 1.4: COUNTRY ARTS TRUST**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
<b>Mechanical</b>				
TEC 01	\$36,756	\$38,042	\$39,373	\$40,751
TEC 02	\$36,756	\$38,042	\$39,373	\$40,751
TEC 03	\$33,859	\$35,044	\$36,271	\$37,540
TEC 04	\$35,689	\$36,938	\$38,231	\$39,569
TEC 05	\$33,308	\$34,474	\$35,681	\$36,930
TEC 06	\$29,803	\$30,846	\$31,926	\$33,043
** 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	\$36,756	\$38,042	\$39,373	\$40,751
TEC 08	\$33,308	\$34,474	\$35,681	\$36,930
TEC 09	\$35,940	\$37,198	\$38,500	\$39,848
<b>Sound</b>				
TEC 10	\$36,756	\$38,042	\$39,373	\$40,751
TEC 11	\$33,308	\$34,474	\$35,681	\$36,930
TEC 12	\$35,940	\$37,198	\$38,500	\$39,848
<b>Scenic Artist</b>				
TEC 13	\$37,841	\$39,165	\$40,536	\$41,955
TEC 14	\$33,308	\$34,474	\$35,681	\$36,930
<b>Wardrobe</b>				
TEC 15	\$37,841	\$39,165	\$40,536	\$41,955
TEC 16	\$34,188	\$35,385	\$36,623	\$37,905
TEC 17	\$28,862	\$29,872	\$30,918	\$32,000
TEC 18	\$28,862	\$29,872	\$30,918	\$32,000
<b>Film Projection</b>				
TEC 19	\$46,506	\$48,134	\$49,819	\$51,563
TEC 20	\$36,660	\$37,943	\$39,271	\$40,645
<b>Stage Management</b>				
STG 01	\$37,603	\$38,919	\$40,281	\$41,691
STG 02	\$31,917	\$33,034	\$34,190	\$35,387
<b>House Management</b>				
HSE 01	\$37,046	\$38,343	\$39,685	\$41,074
HSE 02	\$28,610	\$29,611	\$30,647	\$31,720
HSE 03	\$28,610	\$29,611	\$30,647	\$31,720
HSE 04	\$28,610	\$29,611	\$30,647	\$31,720
HSE 05	\$28,981	\$29,995	\$31,045	\$32,132
HSE 06	\$28,610	\$29,611	\$30,647	\$31,720
HSE 07	\$29,326	\$30,352	\$31,414	\$32,513
HSE 08	\$28,383	\$29,376	\$30,404	\$31,468
HSE 09	\$28,610	\$29,611	\$30,647	\$31,720
HSE 10	\$30,400	\$31,464	\$32,565	\$33,705
HSE 11	\$29,956	\$31,004	\$32,089	\$33,212
HSE 12	\$32,150	\$33,275	\$34,440	\$35,645
HSE 13	\$28,610	\$29,611	\$30,647	\$31,720
HSE 14	\$28,610	\$29,611	\$30,647	\$31,720
HSE 15	\$28,610	\$29,611	\$30,647	\$31,720
HSE 16	\$29,042	\$30,058	\$31,110	\$32,199
HSE 17	\$30,959	\$32,043	\$33,165	\$34,326

**Schedule 1.5: DENTAL SERVICES OFFICERS**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
DSO-1		\$50,979	\$52,763	\$60,071	\$62,173
		\$53,476	\$55,348	\$63,014	\$65,219
		\$56,506	\$58,484	\$66,584	\$68,915
		\$59,683	\$61,772	\$70,327	\$72,789
		\$63,016	\$65,222	\$74,255	\$76,854
		\$66,348	\$68,670	\$78,181	\$80,917
		\$69,345	\$71,772	\$81,712	\$84,572
DSO-2		\$73,866	\$76,451	\$87,040	\$90,086
		\$77,639	\$80,356	\$91,485	\$94,687
		\$81,405	\$84,254	\$95,923	\$99,281
DSO-3		\$88,241	\$91,329	\$103,978	\$107,617
		\$91,185	\$94,376	\$107,447	\$111,208
DSO-3 Level 1 Clinical Leader			\$91,329	\$111,256	\$115,150
DSO-3 Level 2 Clinical Leader			\$94,376	\$114,969	\$118,993
DSO-4		\$97,066	\$100,463	\$118,952	\$123,115
DSO-5		\$105,524	\$109,217	\$126,831	\$131,270

**SCHEDULE 1.6: GRANT FUNDED SCIENTISTS**

New Classification	Increment	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
GFSc1	1st	\$43,470	\$44,991	\$46,566
	2nd	\$45,540	\$47,134	\$48,784
	3rd	\$47,610	\$49,276	\$51,001
	4th	\$49,680	\$51,419	\$53,219
	5th	\$52,785	\$54,632	\$56,544
	6th*	\$54,855	\$56,775	\$58,762
	7th	\$55,890	\$57,846	\$59,871
GFSc2	1st	\$58,995	\$61,060	\$63,197
	2nd	\$61,065	\$63,202	\$65,414
	3rd	\$63,394	\$65,613	\$67,909
	4th	\$65,723	\$68,023	\$70,404
GFSc3	1st	\$68,310	\$70,701	\$73,176
	2nd	\$70,380	\$72,843	\$75,393
	3rd	\$72,450	\$74,986	\$77,611
GFSc4	1st	\$75,038	\$77,664	\$80,382
	2nd	\$77,625	\$80,342	\$83,154
	3rd	\$79,695	\$82,484	\$85,371
	4th	\$82,024	\$84,895	\$87,866
GFSc5	1st	\$84,870	\$87,840	\$90,914
	2nd	\$86,940	\$89,983	\$93,132
	3rd	\$89,010	\$92,125	\$95,349
GFSc6A		\$98,325	\$101,766	\$105,328
GFSc6B		\$105,570	\$109,265	\$113,089

\*See Progression Criteria in work level definitions

## SCHEDULE 1.7: 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\*

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

	Minimum Hire				Hourly Rate			
	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$47.20	\$51.40	\$53.20	\$55.10	\$23.60	\$25.70	\$26.60	\$27.55
Monday-Friday (6.00pm to 8.00am)	\$53.20	\$57.80	\$59.90	\$62.00	\$26.60	\$28.90	\$29.95	\$31.00
Saturday and Sunday	\$67.10	\$72.80	\$75.40	\$78.00	\$33.55	\$36.40	\$37.70	\$39.00
Public Holiday	\$67.10	\$115.70	\$119.70	\$123.90	\$33.55	\$57.85	\$59.85	\$61.95

##### **Other Interpreters**

	Minimum Hire				Hourly Rate			
	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$38.50	\$43.60	\$45.10	\$46.70	\$19.25	\$21.80	\$22.55	\$23.35
Monday-Friday (6.00pm to 8.00am)	\$40.00	\$49.00	\$50.70	\$52.50	\$21.65	\$24.50	\$25.35	\$26.25
Saturday, Sunday	\$54.30	\$61.70	\$63.90	\$66.10	\$27.15	\$30.85	\$31.95	\$33.05
Public Holiday	\$54.30	\$98.00	\$101.50	\$105.00	\$27.15	\$49.00	\$50.75	\$52.05

(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	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$5.91	\$6.43	\$6.65	\$6.89
Monday-Friday (6.00pm to 8.00am)	\$6.66	\$7.23	\$7.49	\$7.75
Saturday and Sunday	\$8.38	\$9.10	\$9.43	\$9.75
Public Holiday	\$8.38	\$14.46	\$14.96	\$15.49

## Other Interpreters

Rate for each 15 minutes or Part Thereof

	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$4.82	\$5.45	\$5.64	\$5.84
Monday-Friday (6.00pm to 8.00am)	\$5.41	\$6.13	\$6.34	\$6.56
Saturday and Sunday	\$6.81	\$7.71	\$7.99	\$8.26
Public Holiday	\$6.81	\$12.25	\$12.69	\$13.13

(vii) Business Interpreting\*\*

### Interpreters Accredited at NAATI Level III

Day pay rate (over 4 hours and up to 8 hours)					Half day pay rate (up to 4 hours)			
	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$216.30	\$222.90	\$231.70	\$239.85	\$108.15	\$111.95	\$115.85	\$119.90
	Minimum pay rate (2 hours)				Every additional 30 minutes or part thereof			
Monday-Friday (6.00pm to 8.00am)	\$80.80	\$83.65	\$86.55	\$89.60	\$20.20	\$20.90	\$21.65	\$22.40
Saturday, Sunday, Public Holiday	\$108.20	\$111.95	\$115.90	\$119.90	\$27.05	\$28.00	\$28.95	\$30.00

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 pay rate (up to 4 hours)			
	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Monday-Friday (8.00am to 6.00pm)	\$181.70	\$188.05	\$195.65	\$201.45	\$90.85	\$94.05	\$97.30	\$100.75
	Minimum pay rate (2 hours)				Every additional 30 minutes or part thereof			
Monday-Friday (6.00pm to 8.00am)	\$68.20	\$70.60	\$73.10	\$75.65	\$17.05	\$17.65	\$18.25	\$18.90
Saturday, Sunday, Public Holiday	\$90.80	\$94.05	\$97.30	\$100.70	\$22.70	\$23.50	\$24.35	\$25.20

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

	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Text of up to 100 words	\$23.60	\$25.70	\$26.60	\$23.50
Text of more than 100 words	\$23.60 per 100 words or part thereof	\$25.70 per 100 words or part thereof	\$26.60 per 100 words or part thereof	\$23.50 per 100 words or part thereof
Checking work (all languages)	\$10.65 for the first 100 words or part thereof plus \$10.65 for each subsequent 100 word block or part thereof.	\$11.60 for the first 100 words or part thereof plus \$11.60 for each subsequent 100 word block or part thereof.	\$12.00 for the first 100 words or part thereof plus \$12.00 for each subsequent 100 word block or part thereof.	\$12.40 for the first 100 words or part thereof plus \$12.40 for each subsequent 100 word block or part thereof.

#### (ii) Other Translators

	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Text of up to 100 words	\$19.25	\$21.80	\$22.55	\$23.35
Text of more than 100 words	\$19.25 per 100 words or part thereof.	\$21.80 per 100 words or part thereof.	\$22.55 per 100 words or part thereof.	\$23.35 per 100 words or part thereof.
Checking work (all languages)	\$8.65 for the first 100 words or part thereof plus \$8.65 for each subsequent 100 word block or part thereof.	\$9.90 for the first 100 words or part thereof plus \$9.90 for each subsequent 100 word block or part thereof.	\$10.20 for the first 100 words or part thereof plus \$10.20 for each subsequent 100 word block or part thereof.	\$10.50 for the first 100 words or part thereof plus \$10.50 for each subsequent 100 word block or part thereof.

#### (ii) Complex Languages (Asian)

### **Translators Accredited at NAATI III**

	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Text of up to 100 words	\$32.20	\$38.55	\$39.90	\$41.30
Text of more than 100 words	\$32.20 per 100 words or part thereof	\$38.55 per 100 words or part thereof	\$39.90 per 100 words or part thereof	\$41.30 per 100 words or part thereof

Checking work as per Standard Languages.

### Other Translators

	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Text of up to 100 words	\$26.05	\$32.65	\$33.80	\$35.00
Text of more than 100 words	\$26.05 per 100 words or part thereof	\$32.65 per 100 words or part thereof	\$33.80 per 100 words or part thereof	\$35.00 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 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
\$23.60	\$25.70	\$26.60	\$27.55	\$19.25	\$21.80	\$22.55	\$23.35

### 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 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
\$23.60	\$25.70	\$26.60	\$27.55	\$19.25	\$21.80	\$22.55	\$23.35

### 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 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Extract Translations up to 200 words	\$31.35	\$32.45	\$33.60	\$34.75

**SCHEDULE 1.8: LEGAL OFFICERS**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
LE1	1	\$44,158	\$45,704	\$47,304	\$48,960
	2	\$46,306	\$47,927	\$49,604	\$51,340
	3	\$48,673	\$50,377	\$52,140	\$53,965
	4	\$51,030	\$52,816	\$54,665	\$56,578
LE2	1	\$52,889	\$54,740	\$56,656	\$58,639
	2	\$55,258	\$57,192	\$59,194	\$61,266
	3	\$57,641	\$59,658	\$61,746	\$63,907
	4	\$60,020	\$62,121	\$64,295	\$66,545
LE3	1	\$61,635	\$63,792	\$66,025	\$68,336
	2	\$64,248	\$66,497	\$68,824	\$71,233
	3	\$66,852	\$69,192	\$71,614	\$74,120
LE4	1	\$77,910	\$80,637	\$83,459	\$86,380
	2	\$81,726	\$84,586	\$87,547	\$90,611
	3	\$85,541	\$88,535	\$91,634	\$94,841
LE 5	1	\$93,808	\$97,091	\$100,489	\$104,006
	2	\$97,622	\$101,039	\$104,575	\$108,235

**SCHEDULE 1.9: LEGAL OFFICERS – ATTORNEY GENERAL’S**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
LEC1	1	\$46,365	\$47,988	\$49,668	\$51,406
	2	\$50,607	\$52,378	\$54,211	\$56,108
LEC2	1	\$56,012	\$57,972	\$60,001	\$62,101
	2	\$60,433	\$62,548	\$64,737	\$67,003
LEC3	1	\$66,332	\$68,654	\$71,057	\$73,544
	2	\$70,413	\$72,877	\$75,428	\$78,068
	3	\$73,345	\$75,912	\$78,569	\$81,319
LEC4	1	\$80,680	\$83,504	\$86,427	\$89,452
	2	\$85,082	\$88,060	\$91,142	\$94,332
	3	\$88,016	\$91,097	\$94,285	\$97,585
LEC5	1	\$95,351	\$98,688	\$102,142	\$105,717
	2	\$98,284	\$101,724	\$105,284	\$108,969
	3	\$101,218	\$104,761	\$108,428	\$112,223
	4	\$104,153	\$107,798	\$111,571	\$115,476

**SCHEDULE 1.10: LEGAL SERVICES COMMISSION**

Level	Increment	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
LSC-1	1 <sup>st</sup> increment	\$46,365	\$47,988	\$49,668	\$51,406
	2 <sup>nd</sup> increment	\$50,607	\$52,378	\$54,211	\$56,108
LSC-2	1 <sup>st</sup> increment	\$56,012	\$57,972	\$60,001	\$62,101
	2 <sup>nd</sup> increment	\$60,433	\$62,548	\$64,737	\$67,003
LSC-3	1 <sup>st</sup> increment	\$66,332	\$68,654	\$71,057	\$73,544
	2 <sup>nd</sup> increment	\$70,413	\$72,877	\$75,428	\$78,068
	3 <sup>rd</sup> increment	\$73,345	\$75,912	\$78,569	\$81,319
LSC-4	1 <sup>st</sup> increment	\$80,680	\$83,504	\$86,427	\$89,452
	2 <sup>nd</sup> increment	\$85,082	\$88,060	\$91,142	\$94,332
	3 <sup>rd</sup> increment	\$88,016	\$91,097	\$94,285	\$97,585
LSC-5	1 <sup>st</sup> increment	\$95,351	\$98,688	\$102,142	\$105,717
	2 <sup>nd</sup> increment	\$98,284	\$101,724	\$105,284	\$108,969
	3 <sup>rd</sup> increment	\$101,218	\$104,761	\$108,428	\$112,223
	4th increment	\$104,153	\$107,798	\$111,571	\$115,476
<b>MANAGERS</b>					
LSM-1		\$90,950	\$94,133	\$97,428	\$100,838
LSM-2		\$102,685	\$106,279	\$109,999	\$113,849

**SCHEDULE 1.11: MARINE PILOT**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Marine Pilot	\$93,291	\$96,556	\$99,935	\$103,433

**SCHEDULE 1.12: MEDICAL SCIENTISTS**

New Classification	Increment	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
MeS1	3 year degree	\$43,470	\$44,991	\$46,566
	4 year degree	\$45,540	\$47,134	\$48,784
	3rd	\$47,610	\$49,276	\$51,001
	4th	\$49,680	\$51,419	\$53,219
	5th	\$52,785	\$54,632	\$56,544
	6th*	\$54,855	\$56,775	\$58,762
	7th	\$55,890	\$57,846	\$59,871
MeS2	1st	\$58,995	\$61,060	\$63,197
	2nd	\$61,065	\$63,202	\$65,414
	3rd	\$63,394	\$65,613	\$67,909
	4th	\$65,723	\$68,023	\$70,404
	scientific excellence	\$70,898	\$73,379	\$75,947
MeS3	1st	\$68,310	\$70,701	\$73,176
	2nd	\$70,380	\$72,843	\$75,393
	3rd	\$72,450	\$74,986	\$77,611
	scientific excellence	\$76,590	\$79,271	\$82,045
MeS4	1st	\$75,038	\$77,664	\$80,382
	2nd	\$77,625	\$80,342	\$83,154
	3rd	\$79,695	\$82,484	\$85,371
	4th	\$82,024	\$84,895	\$87,866
	scientific excellence	\$86,940	\$89,983	\$93,132
MeS5	1st	\$84,870	\$87,840	\$90,914
	2nd	\$86,940	\$89,983	\$93,132
	3rd	\$89,010	\$92,125	\$95,349
	scientific excellence	\$93,668	\$96,946	\$100,339
MeS6A		\$98,325	\$101,766	\$105,328
MeS6B		\$105,570	\$109,265	\$113,089

\*See Progression Criteria in work level definitions

**SCHEDULE 1.13: MODELS**

	Current (Per Hour)	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Draped	\$19.44	\$20.12	\$20.82	\$21.55
Undraped	\$22.48	\$23.27	\$24.08	\$24.93

**SCHEDULE 1.14: OPERATIONAL SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
OPS-1	17 years & under	\$18,794	\$19,452	\$20,133	\$20,838
	18 years	\$21,825	\$22,589	\$23,380	\$24,198
	19 years	\$24,856	\$25,727	\$26,627	\$27,559
	20 years	\$27,888	\$28,864	\$29,874	\$30,920
	1st year adult	\$30,313	\$31,374	\$32,472	\$33,609
	2nd year adult	\$31,744	\$32,855	\$34,005	\$35,195
	3rd year adult	\$32,605	\$33,746	\$34,927	\$36,149
OPS-2	4th year adult	\$33,391	\$34,560	\$35,770	\$37,022
	5th year adult	\$34,179	\$35,375	\$36,613	\$37,894
	6th year adult	\$35,036	\$36,262	\$37,531	\$38,845
	1	\$37,253	\$38,557	\$39,906	\$41,303
OPS-3	2	\$38,787	\$40,145	\$41,550	\$43,004
	3	\$40,321	\$41,732	\$43,193	\$44,705
	1	\$43,385	\$44,903	\$46,475	\$48,102
OPS-4	2	\$44,919	\$46,491	\$48,118	\$49,802
	3	\$46,453	\$48,079	\$49,762	\$51,504
	1	\$49,584	\$51,319	\$53,115	\$54,974
OPS-5	2	\$50,729	\$52,505	\$54,343	\$56,245
	3	\$51,874	\$53,690	\$55,569	\$57,514
	1	\$53,182	\$55,043	\$56,970	\$58,964
OPS-6	2	\$54,920	\$56,842	\$58,831	\$60,890
	3	\$56,658	\$58,641	\$60,693	\$62,817
	1	\$58,622	\$60,674	\$62,798	\$64,996
OPS-7	2	\$60,285	\$62,395	\$64,579	\$66,839
	3	\$61,944	\$64,112	\$66,356	\$68,678
	1	\$64,060	\$66,302	\$68,623	\$71,025
OPS-7	2	\$66,024	\$68,335	\$70,727	\$73,202
	3	\$67,989	\$70,369	\$72,832	\$75,381

#### **SCHEDULE 1.15A: OPS2, OPS3, OPS4 CORRECTIONAL OFFICER ALLOWANCE**

- 1.1 An allowance of \$1,400 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 or 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 – 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).
- 1.3 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 1.16: PROFESSIONAL OFFICERS**

New Classification	Increment	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
PO-1	3 year degree	\$43,470	\$44,991	\$46,566
	4 year degree	\$45,540	\$47,134	\$48,784
	3rd	\$47,610	\$49,276	\$51,001
	4th	\$49,680	\$51,419	\$53,219
	5th	\$52,785	\$54,632	\$56,544
	6th*	\$54,855	\$56,775	\$58,762
	7th	\$55,890	\$57,846	\$59,871
PO-2	1st	\$58,995	\$61,060	\$63,197
	2nd	\$61,065	\$63,202	\$65,414
	3rd	\$63,394	\$65,613	\$67,909
	4th	\$65,723	\$68,023	\$70,404
PO-3	1st	\$68,310	\$70,701	\$73,176
	2nd	\$70,380	\$72,843	\$75,393
	3rd	\$72,450	\$74,986	\$77,611
PO-4	1st	\$75,038	\$77,664	\$80,382
	2nd	\$77,625	\$80,342	\$83,154
	3rd	\$79,695	\$82,484	\$85,371
	4th	\$82,024	\$84,895	\$87,866
PO-5	1st	\$84,870	\$87,840	\$90,914
	2nd	\$86,940	\$89,983	\$93,132
	3rd	\$89,010	\$92,125	\$95,349
	4th	\$95,220	\$98,553	\$102,002

\*See Progression Criteria in work level definitions

**SCHEDULE 1.17: TECHNICAL SERVICES STREAM**

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
TGO-0	16 years & under	\$16,284	\$16,854	\$17,443	\$18,054
	17 years	\$19,416	\$20,095	\$20,798	\$21,526
	18 years	\$22,547	\$23,336	\$24,152	\$24,998
	19 years	\$25,678	\$26,577	\$27,507	\$28,470
	20 years	\$28,810	\$29,818	\$30,861	\$31,941
	1st year adult	\$31,315	\$32,411	\$33,545	\$34,719
	2nd year adult	\$32,260	\$33,389	\$34,558	\$35,768
	3rd year adult	\$33,333	\$34,500	\$35,708	\$36,958
	4th year adult	\$34,393	\$35,597	\$36,843	\$38,133
	5th year adult	\$35,434	\$36,674	\$37,958	\$39,287
TGO-1	18 years	\$30,828	\$31,906	\$33,023	\$34,180
	19 years	\$32,246	\$33,373	\$34,542	\$35,751
	20 years	\$33,663	\$34,840	\$36,060	\$37,323
	1st year adult	\$35,434	\$36,674	\$37,958	\$39,287
	2nd year adult	\$36,408	\$37,682	\$39,001	\$40,366
	3rd year adult	\$37,605	\$38,921	\$40,283	\$41,693
	4th year adult	\$38,815	\$40,174	\$41,580	\$43,035
	5th year adult	\$40,029	\$41,430	\$42,880	\$44,381
	6th year adult	\$41,239	\$42,682	\$44,176	\$45,722
	7th year adult	\$42,467	\$43,953	\$45,491	\$47,083
TGO-2	1	\$48,671	\$50,374	\$52,137	\$53,962
	2	\$50,271	\$52,030	\$53,851	\$55,736
	3	\$51,874	\$53,690	\$55,569	\$57,514
TGO-3	1	\$54,391	\$56,295	\$58,265	\$60,304
	2	\$55,901	\$57,858	\$59,883	\$61,979
	3	\$57,413	\$59,422	\$61,502	\$63,655
TGO-4	1	\$59,076	\$61,144	\$63,284	\$65,499
	2	\$60,510	\$62,628	\$64,820	\$67,089
	3	\$61,944	\$64,112	\$66,356	\$68,678
TGO-5	1	\$64,060	\$66,302	\$68,623	\$71,025
	2	\$66,024	\$68,335	\$70,727	\$73,202
	3	\$67,989	\$70,369	\$72,832	\$75,381

**SCHEDULE 1.18: VISITING DENTAL STAFF AGREEMENT**

Classification	Current (Per Hour)	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
DOV-1	\$91.40	\$94.60	\$97.90	\$101.30
DOV-2	\$101.30	\$104.80	\$108.50	\$112.30
DOV-3	\$113.90	\$117.90	\$122.00	\$126.30

**SCHEDULE 1.19: VISITING PODIATRISTS (PER 3.5 HOUR SESSION)**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Up to 3 years relevant experience since qual.	\$110.60	\$114.50	\$118.50	\$122.60
More than 3 years relevant experience since qual.	\$145.80	\$150.90	\$156.20	\$161.70

**SCHEDULE 1.20: YOGA INSTRUCTOR - SESSIONAL**

Classification	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
Hourly rate	\$19.30	\$20.00	\$20.70	\$21.40

## **SCHEDULE 1.21: NEW STRUCTURES: ARRANGEMENTS**

This Schedule applies to employees who have an existing classification as a Grant Funded Scientist, Medical Scientist or Professional Services Officer and to employees who, consequent on this Agreement, will become subject to the new classification structures for Grant Funded Scientist, Medical Scientist or Professional Officer.

“Existing” in this Schedule is a reference to that which applied immediately prior to the commencement of operation of the new classification structures for Grant Funded Scientists, Medical Scientists and Professional Officers.

### **1.2 Grant Funded Scientists**

- 1.1.1 This Enterprise Agreement specifies the new Grant Funded Scientists structure, new work level definitions (refer to Appendix 7) and salary rates for Grant Funded Scientists.
- 1.1.2 The new Grant Funded Scientists structure will be implemented from the first full pay period on or after 1 October 2006 and replaces the existing Grant Funded Scientists Work Level Definitions, which are detailed in the Grant Funded Scientists (unregistered agreement: APESMA dated 2001).
- 1.1.3 Existing Grant Funded Scientists will translate into the new classification levels based on the following:
  - a) Level 1 – Steps 1 to 5 (inclusive): translate to the corresponding steps 1 to 5 in Level 1.
  - b) Level 1 – Step 6: translate to the 6<sup>th</sup> step of Level 1 and assessed against progression criteria (as defined in the work level definitions) to progress to 7<sup>th</sup> step of Level 1 not earlier than 12 months later.
  - c) Level 2 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 2.
  - d) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
  - e) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
  - f) Level 5 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 5.
  - g) Levels 6A and 6B: translate to new classifications of Levels 6A and 6B respectively.
- 1.1.4 A management allowance of \$1,750 per annum (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 new work level definitions.

### **1.3 Medical Scientists**

- 1.2.1 This Enterprise Agreement contains new work level definitions (refer to Appendix 6) and salary rates for Medical Scientists.
- 1.2.2 The new Medical Scientists structure will be implemented from the first full pay period on or after 1 October 2006 and replaces the Classification Descriptions in Schedule 1 of Medical Scientists (South Australian Public Sector) Award.
- 1.2.3 Medical Scientists will continue to receive and be eligible for Scientific Excellence. The criteria for Scientific Excellence detailed in Schedule 2 of the Medical Scientists (South Australian Public Sector) Award continue to apply.
- 1.2.4 Existing Medical Scientists will translate into the new classification levels based on the following:
  - a) Level 1 – Steps 1 to 5 (inclusive): translate to the corresponding steps 1 to 5 in Level 1.
  - b) Level 1 – Step 6: translate to the 6<sup>th</sup> step of Level 1 and assessed against progression criteria (as defined in the work level definitions) to progress to 7<sup>th</sup> step of Level 1 not earlier than 12 months later.
  - c) Level 2 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 2.
  - d) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 4 Level 3.
  - e) Manager, Medical Scientist Level 1: translate to the step 3, Level 3 and will be paid the management allowance of \$1750 per annum.

- f) Level 4 – Steps 1 to 4: translate to corresponding steps 1 to 4 in Level 4.
  - g) Manager, Medical Scientist Level 2: translate to the step 4, Level 4 and will be paid the management allowance of \$1750 per annum.
  - h) Level 5 – Steps 1 to 3: translate to corresponding steps 1 to 3 in Level 5.
  - i) Manager, Medical Scientist Level 3: translate to the step 3, Level 5 and will be paid the management allowance of \$1750 per annum.
  - j) Levels 6A and 6B: translate to new classifications of Levels 6A and 6B respectively.
- 1.2.5 A management allowance of \$1,750 per annum (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 new work level definitions.

#### 1.4 Professional Officers

- 1.3.1 This Enterprise Agreement contains new work level definitions (refer to Appendix 5) and salary rates for Professional Officers.
- 1.3.2 The new Professional Officer structure will be implemented from the first full pay period on or after 1 October 2006 and replaces the Professional Services Stream Classification Structure in Schedule 3 of the S.A. Public Sector Salaried Employees Interim Award.
- 1.3.3 Existing Professional Services Officers will translate into the new classification levels based on the following:
- a) Level 1 – Steps 1 to 5 (inclusive): translate to the corresponding steps 1 to 5 in Level 1.
  - b) Level 1 – Step 6: translate to the 6<sup>th</sup> step of Level 1 and assessed against progression criteria (as defined in the work level definitions) to progress to 7<sup>th</sup> step of Level 1 not earlier than 12 months later.
  - c) Level 2 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 2.
  - d) Level 3 – Steps 1 to 3: translate to the corresponding steps 1 to 3 in Level 3.
  - e) Manager Professional Services Level 1: translate to the step 3, Level 3 and will be paid the management allowance of \$1750 per annum.
  - f) Level 4 – Steps 1 to 4: translate to the corresponding steps 1 to 4 in Level 4.
  - g) Manager Professional Services Level 2: translate to the step 4, Level 4 and will be paid the management allowance of \$1750 per annum.
  - h) Level 5 – Steps 1 to 3: translate to corresponding steps 1 to 3 in Level 5.
  - i) Manager Professional Services Level 3: translate to the step 3, Level 5 and will be paid the management allowance of \$1750 per annum.
- 1.3.4 A management allowance of \$1,750 per annum (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 new work level definitions.

## 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:

- (a) caring for a sick or injured family member; or
- (b) 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.

#### 11. Process for Preventing and Settling Industrial Disputes

This clause applies specifically to disputes affecting employees in the Attorney General's Department (excluding the Public Trustee's Office). Disputes concerning public sector wide issues will be dealt with under clause 24 of this Agreement.

##### Conciliation Process

11.1 The employer and employee must endeavour to resolve by conciliation any dispute (or a threatened, impending or probable dispute) about an industrial matter (within the meaning of the I&ER Act) in the following manner:

- (a) the employee must be given an opportunity to nominate, from time to time, a person to represent the employee's interest in the dispute and, if a person is nominated, that person must be allowed to take part in the conciliation process (together with, or in place of, the employee) in accordance with the employee's wishes;
- (b) attempts to resolve the matter must commence as soon as reasonably practicable (and, whenever possible, within 24 hours of the dispute arising) by discussion between the employee and the person to whom the employee is immediately responsible or the person who carries the lowest level of responsibility appropriate to the nature of the dispute

- (c) if the dispute remains unresolved:
- the employee may request that the dispute be referred to a person at a higher level of responsibility who must arrange a conference among the relevant parties for the purposes of endeavouring to resolve the dispute by agreement;
  - the employer or employee may request that an attempt be made to resolve the matter through mediation (with the mediator being mutually agreed between the employer and employee);
- (d) a conference at more than one level of higher responsibility may be held if the parties consider it appropriate in the circumstances (at which stage discussion may include a representative of the Department of the Premier and Cabinet, Human Resource Management);
- (e) each stage in the conciliation process must proceed without delay and it is expected that:
- the employer will facilitate all parties being readily available at each stage; and
  - as far as possible, the issues or matters in dispute (from the perspective of each party) will be aired and discussed openly at each stage, with a view to a fair and reasonable exchange of views in good faith.

Processes for preventing and settling a substantially similar dispute involving a number of employees should proceed simultaneously, with the employees or their representatives being heard together as a group.

#### Reference to Industrial Relations Commission

- 11.2 If the dispute remains unresolved or if the conciliation process does not proceed as agreed, the employer or employee may make an application under the I&ER Act to the Industrial Relations Commission of South Australia to resolve the dispute.

#### Continuation of work during dispute

- 11.3 Without prejudice to the employer or employee, the employee must (unless the employer agrees otherwise) continue during the conciliation process to undertake his or her usual duties in accordance with relevant awards and the working arrangements in place at the time the dispute first arises.
- 11.4 However, the employee need not continue to undertake duties on that basis to the extent that the matter involves a genuine occupational health or safety issue.

#### Non-derogation from PSM Act

- 11.5 Nothing in this clause derogates from the PSM Act (and, consequently, an employee's right to appeal to the Promotion and Grievance Appeals Tribunal or Disciplinary Appeals Tribunal against a decision is preserved).

## 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.

### 3. Incremental progression – Housing employees

Employees currently covered by the Housing, Urban Development and Local Government Relations Portfolio State Enterprise Agreement 1996 (Housing Agreement), will maintain their existing increment dates when translating from the HUD salary structure to the Public Sector Salaried Employees Interim Award salary structure.

An employee on the top increment point of a HUD classification will not be considered to have an increment date at the time transfer. If such an employee translates to a classification that has an increased incremental range, they will progress to the next increment twelve months from the date of translation (1/4/98).

## 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
- 13.1.3 To work from home within guidelines set by the Government of South Australia.

Clause 13.9 Improve procedures to cover absenteeism, peak workloads and troughs by:

- 13.9.1 Reviewing the activities contracted out;
- 13.9.2 More flexible distribution of work amongst the available staff;
- 13.9.3 Reviewing temporary staffing procedures;

## **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.

- 1.5 **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**

- 1.6 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**

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

#### **Debit Hours**

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

#### **Time Off**

- 1.9 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**

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

#### **Overtime Reduction**

- 1.11 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**

- 1.12 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 Commissioner for Public Employment 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 Commissioner for Public Employment 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.

### **12. WORKPLACE FLEXIBILITY**

- 12.1 Subject to detailed policies and procedures being agreed by staff and by the Commission, the Director 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).

## **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 Commissioner for Public Employment 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 DENTAL OFFICERS – DEPARTMENT OF HEALTH, SA DENTAL SERVICE**

This Workplace Flexibility Agreement is to the following effect: that Schedule 1.5 Dental Officers is substituted to reflect the actual salaries payable in October 2007 and October 2008.

## 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 Commissioner for Public Employment to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 ‘Quality Staffing’. 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: 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.

**“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.

## **PROFESSIONAL OFFICER LEVEL 1 (PO1)**

The *professional officer* 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 *professional discipline*. 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.

Contributions are essentially operational in nature, and deal with non-repetitive projects, cases and/or situations which will, with experience, become increasingly *complex*, 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.

The *professional officer* will accept responsibility for professional actions, and be expected to seek professional support if there is a concern. *Professional direction* will be provided to the *professional officer* who may operate individually, as a team member, or within a work group. *Professional direction* will decrease over time from very close to general as the *professional officer* acquires experience and in accordance with the complexity and variety of projects undertaken.

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 *professional discipline*.

### **Knowledge and Experience**

- *Professional knowledge* attained through a study of discipline theory and limited experience.
- A developing level of operational competence.

### **Operational Outcomes**

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:

- The execution, analysis and interpretation of findings as they relate to elements of the work.
- The selection and adoption of professional techniques and standards which are generally well established and *straightforward*.
- The exercise of *professional judgement* within prescribed areas.
- With experience, the *professional officer* may review aspects of the work of *professional officers* and others within the same environment.
- Discussing techniques, procedures and results with clients on straightforward matters.
- The undertaking of tasks of limited scope and complexity, comprising in some situations a minor phase of a broader or *complex* project.

- The provision of reports on progress of project activities including incorporating recommendations.
- Undertakes projects and/or therapeutic interventions involving assessment, analysis and interpretation and communication of findings, results and projected solutions.
- With experience, the supervision of assigned employees.
- With experience, responsible for *straightforward* projects.
- Organises, maintains, develops and promotes collections and information sources.
- With experience, provides professional guidance or advice to more recently employed *professional officers* within the same discipline, or provides operational or organisational context to situations, and monitors professional services to ensure appropriateness.
- Exercises *professional judgement* 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 *professional officers* or equivalent.
- Assists in the conduct of discipline-based research through data collection, collation, processing data management, and data analysis using (for instance) statistical packages.
- Contributes to preparing reports and manuscripts for publication.
- Conducts clinical and consultative services, one-on-one and group activities, and discipline promotion programs.
- With experience, undertakes referrals with general *professional direction*.
- Provides advice regarding *statutory action* when requested.
- May contribute to discipline knowledge
- Manages and prioritises personal work load and develops plans and processes for handling cases and/or projects.
- The analysis and interpretation of findings as they relate to the elements of the work, on occasion preparing reports incorporating recommendations on basic operations.

### **Working Environment**

- Applies *professional knowledge* attained through formal studies, to projects, cases, situations or minor phases of broader assignments.
- Performs non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Initially works under close *professional direction* from an experienced *professional officer*.
- Operates individually or as a member of a project team, or within a work group.
- A *professional officer* may be engaged at this level during a professional development year whilst undertaking post-graduate qualifications.

### **PO1 Level – 6th and 7th increments**

After 12 months at the 5th increment of PO1, an employee will be assessed by the agency (or health unit) for progression based on the employee's professional:

- Performance;
- Aptitude;
- Experience;
- Responsibilities; and
- Initiative.

Following assessment, should a *professional officer* not progress to the 6th increment in the PO1 range, the *professional officer's* supervisor or manager will be responsible for implementing a development plan in conjunction with the *professional officer* to address any issue arising from the assessment. A *professional officer* may be reassessed at any time following the implementation and completion of the development plan.

Employees will be eligible for incremental progression from the 6th to the 7th increment based on 12 months service at the 6th increment.

## **PROFESSIONAL OFFICER LEVEL 2 (PO2)**

Work at this level:

- is usually performed under reduced professional direction with the quality of output monitored;
- requires professional expertise in one or more fields within a discipline; and
- 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.

The content of the work is subject to existing *professional discipline* and agency (or health unit) standards. Guidance may be given in reviewing work programs or on unusual features of an assignment.

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 *professional officer with managerial responsibilities*) or a *professional officer* (who has expertise in one or more fields within a discipline) in a *multi-discipline* team or independently and may be or may deputise for the professional head of a small work unit.

Responsible for *professional direction* of other *professional officers* and paraprofessionals.

Employees are expected to actively seek personal professional development which includes an ability to effectively articulate concepts and theories.

Employees at this level will be expected to have completed post-graduate qualifications that are necessary for registration to practice in specialised settings.

### **Knowledge and Experience**

- Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced professional direction within the discipline.
- Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.

### **Operational Outcomes**

To contribute to the operational objectives of the work group, a position at this level may involve a combination of the following:

- Tasks may be broad in scope and involve *complex* professional problems.
- Uses *professional judgement* to select and apply new and existing methods and techniques.
- Contributes to the development of advanced techniques and methodology.
- Undertakes *complex* activities under reducing *professional direction* and selects and applies new techniques and methodologies based on *professional judgement*.
- The supervision of staff (which may include employees who are not *professional officers*) and provides *professional direction* in tasks requiring limited expertise or for functions of *limited complexity*.
- Where appropriate, provides *professional direction* to staff including where appropriate, professional development to other *professional officers*.
- May report investigations directly to the client.
- Addresses problems through combinations of standard procedures and/or modifications to standard procedures.
- Coordinates all phases of a project or assignment.

- Provides discrete professional and consultancy services.
- Carries out research under *professional direction*, and contributes to advances of techniques used.
- Undertakes various assignments requiring knowledge of one or more fields within a *professional discipline*.

### **Working Environment**

- Exercises and accepts professional responsibility for the outcomes of a work unit.
- Exercises initiative in the application of professional practices either as a member (in some situations as leader but not a *professional officer* with *managerial responsibilities*) or as a *professional officer* (who has expertise in one or more fields within a discipline) in a *multi-discipline* team or independently.

### **PROFESSIONAL OFFICER LEVEL 3 (PO3)**

Operating under general policy direction and with a high level of *professional independence* 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 *professional officer* at this level will be:

- Specialising within a professional discipline; or
- A senior professional supervisor; or
- A professional manager.

Positions at this level demonstrate leadership within the *professional discipline* and may coordinate a number of subordinate *professional officers*. *Professional officers* at this level will focus on increasing the value, contributions and effectiveness of the *professional discipline* 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.

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 *professional guidance* for a team of *professional officers*. The senior professional supervisor is expected to seek ways to develop levels of discipline, awareness and specialised knowledge of individual *professional officers*.

A professional manager will have *managerial responsibilities* for a work unit, which may include a *multi-discipline* team of *professional officers* to ensure effective and coordinated services to the client group. This is the first level where a *professional officer* may have *managerial responsibilities*.

There will be *professional independence* 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. *Professional direction* 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.

High levels of initiative will be exhibited in accomplishing the objectives and undertaking *complex* projects, either on an individual basis as a recognised *specialist*, as a *professional officer* with responsibilities for *complex* duties, or as a team leader.

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.

### **Knowledge and Experience**

- Operates with *professional independence* and high levels of competence.
- Continues to apply knowledge obtained through post-graduate specialised qualifications and/or extensive recognised expertise.

## Operational Outcomes

To contribute to the achievement of organisational objectives and output, a position at this level may include a combination of the following:

- Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.
- Develops and promulgates crucial information for management.
- Undertakes projects of a complex nature with limited or no professional direction.
- Contributes to the development of operational policy.
- Undertakes professional duties of an innovative, novel, and/or crucial nature without professional direction subject to established professional standards.
- Assesses the professional, technical and economic impacts of achievements and/or projects.
- Provides professional advice and consultancy services to other agencies (or health units), industry representatives and the public.
- Assesses and reviews the standards of work of other professional officers and external consultants.
- Exercises control and coordination of either discrete operations or projects.
- Undertakes duties and ensures the outcome of work which is of a complex and varied nature, requiring detailed knowledge of the agency's (or health unit's) operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.
- Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.
- Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Uses significant initiative to accomplish objectives and undertake *complex* projects.

## Working Environment

- May influence organisational attitudes and professional development policy within the framework of operational programs.
- Develops professional advice and consultancy services to other agencies, industry representatives and the public.
- Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.

## PROFESSIONAL OFFICER LEVEL 4 (PO4)

Operates under broad policy direction and with high levels of *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- A senior professional practitioner; or
- A senior professional manager; or
- A senior professional specialist.

At this level work may involve the exercise of significant *professional judgement* 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 *crucial* 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.

The senior professional practitioner at this level will undertake work which is *very complex* and highly *innovative*. At this level there is minimal *professional direction* and the *professional officer*

would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the *professional discipline*.

As a senior professional *specialist*, work is normally without *professional direction* with discretion permitted within the boundaries of *broad guidelines* to achieve organisational goals, and at this level, the *professional officer* will have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within *broad guidelines* to achieve specific objectives with *professional independence*. This would normally be supplemented by evidence of higher qualifications and wide spread professional recognition of expertise.

It is likely that discipline principles and new technology requiring the exercise of significant *professional judgement* 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 *very complex*, specialised environment and contribute to the formulation of corporate policy and the implementation of policy directives.

The senior professional manager at this level will have *managerial responsibilities* for a large work unit, or *complex* projects involving a number of *professional disciplines*. 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.

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, regulations and other guideline material relating to the operations and functions of the work area.

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.

With *professional independence* and high levels of expertise and experience, the *professional officer* at this level will determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals.

### **Knowledge and Experience**

- Utilises comprehensive knowledge within the *professional discipline* and broad exposure to other *professional disciplines*.
- Applies *professional judgement* based on up-to-date discipline knowledge.
- Applies *professional knowledge* having regard to the agency's (or health unit's) policy framework.

### **Operational Outcomes**

To satisfy specified agency (or health unit) objectives, a position at this level may include a combination of the following:

- Exercises significant *professional judgement* in the development and/or application of *professional discipline* principles and new technology.
- Manages *very complex* projects involving a number of personnel from either one or a variety of *professional disciplines*.
- Contributes directly to the formulation of corporate objectives and the agency's (or health unit's) professional policy.
- Implements and interprets policy directives to satisfy the demands of professional programs.
- Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications.
- Initiates and manages high level programs and major investigations.
- Determines professional standards and operational objectives for the agency (or health unit).

- Is the authoritative *specialist* where requirements are *very complex* and of major importance to the agency (or health unit).
- Identifies current and future options relating to developments which impact on agencies and/or industry.
- Provides professional advice to inter-agency committees regarding professional policy, planning, forecasting and development implications.
- Provides *specialist* services to industry where the end product is of major importance to the industry and/or the State.
- Initiates and formulates programs within the framework of (major work group) objectives and priorities.
- Undertakes demanding evaluations of an economic and/or technical nature with *professional independence*.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.
- Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.
- Provides expert specialised consultancy skills with *crucial* impacts to the industry, the State and possibly the nation.
- Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis.
- Verifies the professional standards of operations and outputs.
- Has significant *managerial responsibilities* and abilities.
- Evaluates professional, technical and economic impacts of program.
- Formulates policy and corporate strategy proposals.
- Provides expert professional advice on a consultancy basis to external bodies, other agencies and the public.
- Participates on inter-agency and/or national committees to develop policy, planning and other initiatives.

### **Working Environment**

- Uses significant *professional judgement* based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of *crucial* work which can involve a number of personnel from the discipline or a variety of disciplines.
- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both adapting precedents and by making significant departures from traditional approaches using significant *professional judgement*.
- With *professional independence*, 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.
- Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.
- Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one *professional discipline*.
- Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency's (or health unit's) operations.
- Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Utilises significant management skills and abilities to monitor resource allocations.

## PROFESSIONAL OFFICER LEVEL 5 (PO5)

Operates under general policy direction and with *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- The leading professional manager of a major program and operations; or
- The leading professional specialist.

Under the broad direction of an executive level, positions at this level will operate within *broad guidelines* to achieve specific objectives with total *professional independence* and be recognised as a national and/or international authority or as a *specialist* both within the public sector and externally. The occupant will generally make a significant contribution on the development of professional understanding on a national or beyond basis.

Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised *professional discipline*. 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.

Work is undertaken in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches. *Professional independence* 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.

This level will involve the management of programs of *crucial* importance to the State, to satisfy the government's objectives or the agency's (or health unit's) corporate goals, often within a *multi-discipline* environment. This level is also responsible for professional policy development and advice to government.

For a leading professional *specialist*, the lack of precedent is a major 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.

The professional manager at this level will have high level *managerial responsibilities* which involve a staff comprising a large number of *professional officers*, 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 *innovative* thinking.

### Knowledge and Experience

- Has evidence of higher qualifications, and discipline recognition at national and/or international levels.
- Has made a significant contribution to the development of professional understanding on a national and/or international basis.
- Requires very high levels of expertise and experience within the *professional discipline*.

### Operational Outcomes

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:

- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making significant departures from traditional approaches.
- Uses high levels of expertise and experience with *professional independence* to determine professional objectives and priorities within the framework of an agency's (or health unit's) corporate goals and discipline standards.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.
- Provides expert *specialist* consultancy skills with *crucial* impacts to the industry, the State and possibly the nation.
- Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.

## **Working Environment**

- Positions at this level have *crucial* 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.

## **PO5 – 4th increment**

Appointment at or progression to the 4th increment of PO5 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 or progression to the 4th increment will be conducted by an agency (or health unit) panel which includes *inter alia* internal and/or external professionals.

## APPENDIX 6: MEDICAL SCIENTISTS 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*.

**“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, refereed conference papers 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 classified as a Medical Scientist.

**“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.

## **MEDICAL SCIENTIST LEVEL 1 (MeS1)**

The *medical scientist* 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 *professional discipline*.

Contributions are essentially operational in nature, and deal with non-repetitive projects, cases and/or situations which will, with experience, become increasingly *complex*, 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.

The *medical scientist* will accept responsibility for professional actions, and be expected to seek professional support if there is a concern. *Professional direction* will be provided to the *medical scientist* who may operate individually, as a team member, or within a work group. *Professional direction* will decrease over time from very close to general as the *medical scientist* acquires experience and in accordance with the complexity and variety of projects undertaken.

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 *professional discipline*.

### **Knowledge and Experience**

- *Professional knowledge* attained through a study of discipline theory and limited experience.
- A developing level of operational competence.

### **Operational Outcomes**

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:

- The execution, analysis and interpretation of findings as they relate to elements of the work.
- The selection and adoption of professional techniques and standards which are generally well established and *straightforward*.
- The exercise of *professional judgement* within prescribed areas.
- Results which are subject to professional scrutiny and reflective critique.
- With experience, the *medical scientist* may review aspects of the work of *medical scientists* and others within the same environment.
- Discussing techniques, procedures and results with clients or peers on straightforward matters.
- The undertaking of tasks of limited scope and complexity, comprising in some situations a minor phase of a broader or *complex* project.
- The provision of reports on progress of project activities including incorporating recommendations.

- With experience, the supervision of assigned employees.
- With experience, responsible for *straightforward* projects.
- Organises, maintains, develops and promotes collections and information sources.
- With experience, provides professional guidance or advice to more recently employed *medical scientists* within the same discipline and other technical employees, or provides operational or organisational context to situations, and monitors professional services to ensure appropriateness.
- Exercises *professional judgement* through the selection and application of procedures, methods and discipline standards within prescribed areas, and results may be subject to verification and validation from other experienced and readily available *medical scientists* or equivalent.
- Assists in the conduct of discipline-based research through data collection, collation, processing data management, and data analysis using (for instance) statistical packages.
- Contributes to preparing reports and manuscripts for publication.
- Provides advice regarding *statutory action* when requested.
- May contribute to discipline knowledge.
- Manages and prioritises personal work load and develops plans and processes for handling cases and/or projects.
- The analysis and interpretation of findings as they relate to the elements of the work, on occasion preparing reports incorporating recommendations on basic operations.

### **Working Environment**

- Applies *professional knowledge* attained through formal studies, to projects, cases, situations or minor phases of broader assignments.
- Performs non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Initially works under close *professional direction* from an experienced *medical scientist*.
- Operates individually or as a member of a project team, or within a work group.
- Activities at this level may be undertaken on an individual basis or as the ad hoc leader of a small team.

### **MeS1 Level – 6th and 7th increments**

After 12 months at the 5th increment of MeS1, an employee will be assessed by the agency (or health unit) for progression based on the employee's professional:

- Performance;
- Aptitude;
- Experience;
- Responsibilities; and
- Initiative.

Following assessment, should a *medical scientist* not progress to the 6th increment in the MeS1 range, the *medical scientist's* supervisor or manager will be responsible for implementing a development plan in conjunction with the *medical scientist* to address any issue arising from the assessment. A *medical scientist* may be reassessed at any time following the implementation and completion of the development plan.

Employees will be eligible for incremental progression from the 6th to the 7th increment based on 12 months service at the 6th increment.

## MEDICAL SCIENTIST LEVEL 2 (MeS2)

Work at this level:

- Is usually performed under reduced *professional direction* with the quality of output monitored;
- Requires professional expertise in one or more fields within a discipline; and
- 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.

The content of the work is subject to existing *professional discipline* and agency or health unit standards. Guidance may be given in reviewing work programs or on unusual features of an assignment.

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 *medical scientist* with *managerial responsibilities*) or a *medical scientist* (who has expertise in one or more fields within a discipline) in a team or independently and may be or may deputise for the professional head of a small work unit.

Responsible for *professional direction* of other *medical scientists* and paraprofessionals.

Employees are expected to actively seek personal professional development which includes an ability to effectively articulate concepts and theories.

### Knowledge and Experience

- Has attained greater specialised knowledge within the discipline and is achieving a higher level of outcomes under reduced *professional direction*.
- Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.

### Operational Outcomes

To contribute to the operational outcomes of the work group, a position at this level may involve a combination of the following:

- Tasks may be broad in scope and involve *complex* professional problems.
- Uses *professional judgement* to select and apply new and existing methods and techniques.
- Contributes to the development of advanced techniques and methodology.
- Undertakes *complex* activities under reducing *professional direction* and selects and applies new techniques and methodologies based on *professional judgement*.
- The supervision of staff (which may include employees who are not *medical scientists*) and provides *professional direction* in tasks requiring limited expertise or for functions of *limited complexity*.
- Where appropriate, provides *professional direction* to staff including where appropriate, professional development to other *medical scientists*.
- May report investigations directly to the client or peers.
- Addresses problems through combinations of standard procedures and/or modifications to standard procedures.
- Coordinates all phases of a project or assignment.
- Provides discrete professional and advisory services.
- Carries out research under *professional direction*, and contributes to advances of techniques used.
- Undertakes various assignments requiring knowledge of one or more fields within a *professional discipline*.

## Working Environment

- Exercises and accepts professional responsibility for the outcomes of a work unit.
- Exercises initiative in the application of professional practices either as a member (in some situations as leader but not a *medical scientist* with managerial responsibilities) or as a *medical scientist* (who has expertise in or one more fields within a discipline) in a *multi-discipline* team or independently.

## MEDICAL SCIENTIST LEVEL 3 (MeS3)

Operating under general policy direction and with a level of *professional independence* 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 *medical scientist* at this level will be:

- Specialising within a professional discipline; or
- A senior professional supervisor; or
- A professional manager.

Positions at this level demonstrate leadership within the *professional discipline* and may coordinate a number of subordinate *medical scientists*. *Medical scientists* at this level will focus on increasing the value, contributions and effectiveness of the *professional discipline* 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.

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 or peers and providing *professional guidance* for a team of *medical scientists*. The senior professional supervisor is expected to seek ways to develop levels of discipline, awareness and specialised knowledge of individual *medical scientists*.

A professional manager will have *managerial responsibilities* for a work unit, which may include a *multi-discipline* team of *medical scientists* to ensure effective and coordinated services to the client group. This is the first level where a *medical scientist officer* may have *managerial responsibilities*.

There will be *professional independence* 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. *Professional direction* 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.

High levels of initiative will be exhibited in accomplishing the objectives and undertaking *complex* projects, either on an individual basis as a recognised *specialist*, as a *medical scientist* with responsibilities for *complex* duties, or as a team leader.

Work may require the development and provision of formal professional advice and advisory/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.

## Knowledge and Experience

- Operates with *professional independence* and high levels of competence.
- Continues to apply knowledge obtained through post-graduate specialised qualifications, and/or extensive recognised expertise.

## Operational Outcomes

To contribute to the achievement of organisational objectives and output, a position at this level may include either of the following:

- Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.
- Develops and promulgates *crucial* information for management.

- Undertakes projects of a *complex* nature with limited or no *professional direction*.
- Contributes to the development of operational policy.
- Undertakes professional duties of an *innovative, novel, and/or crucial* nature without *professional direction* subject to established professional standards.
- Assesses the professional, technical and economic impacts of achievements and/or projects.
- Provides professional advice and advisory/consultancy services to other agencies (or health units), industry representatives and the public.
- Assesses and reviews the standards of work of other *medical scientists* and external consultants.
- Exercises control and coordination of either discrete operations or projects.
- Undertakes duties and ensures the outcome of work which is of a complex and varied nature, requiring detailed knowledge of the agency's (or health unit's) operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.
- Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.
- Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Uses significant initiative to accomplish objectives and undertake *complex* projects.

### **Working Environment**

- May influence organisational attitudes and professional development policy within the framework of operational programs.
- Develops professional advice and advisory/consultancy services to other agencies, industry representatives and the public.
- Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.

### **MEDICAL SCIENTIST LEVEL 4 (MeS4)**

Operates under broad policy direction and with high levels of *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- A senior professional practitioner; or
- A senior professional manager; or
- A senior professional specialist.

At this level work may involve the exercise of significant *professional judgement* 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 *crucial* 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.

The senior professional practitioner at this level will undertake work which is *very complex* and highly *innovative*. At this level there is minimal *professional direction* and the *medical scientist* would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the *professional discipline*.

As a senior professional *specialist*, work is normally without *professional direction* with discretion permitted within the boundaries of *broad guidelines* to achieve organisational goals, and at this level, the *medical scientist* will have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within *broad guidelines* to achieve specific objectives with *professional independence*. This would normally be supplemented by evidence of higher qualifications and wide spread professional recognition of expertise.

It is likely that discipline principles and new technology requiring the exercise of significant *professional judgement* 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 *very complex*, specialised environment and contribute to the formulation of corporate policy and the implementation of policy directives.

The senior professional manager at this level will have *managerial responsibilities* for a large work unit, or *complex* projects involving a number of *professional disciplines*. 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.

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, regulations and other guideline material relating to the operations and functions of the work area.

At this level, expert advisory/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.

With *professional independence* and high levels of expertise and experience, the *medical scientist* at this level will determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals.

### **Knowledge and Experience**

- Utilises comprehensive knowledge within the *professional discipline* and broad exposure to other *professional disciplines*.
- Applies *professional judgement* based on up-to-date discipline knowledge.
- Applies *professional knowledge* having regard to the agency's (or health unit's) policy framework.

### **Operational Outcomes**

To satisfy specified agency (or health unit) objectives, a position at this level may include a combination of the following:

- Exercises significant *professional judgement* in the development and/or application of *professional discipline* principles and new technology.
- Manages *very complex* projects involving a number of personnel from either one or a variety of *professional disciplines*.
- Contributes directly to the formulation of corporate objectives and the agency's (or health unit's) professional policy.
- Implements and interprets policy directives to satisfy the demands of professional programs.
- Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications.
- Initiates and manages high level programs and major investigations.
- Determines professional standards and operational objectives for the agency (or health unit).
- Is the authoritative *specialist* where requirements are *very complex* and of major importance to the agency (or health unit).
- Identifies current and future options relating to developments which impact on agencies and/or industry.
- Provides professional advice to inter-agency committees regarding professional policy, planning, forecasting and development implications.

- Provides *specialist* services to industry where the end product is of major importance to the industry and/or the State.
- Initiates and formulates programs within the framework of (major work group) objectives and priorities.
- Undertakes demanding evaluations of an economic and/or technical nature with *professional independence*.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.
- Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.
- Provides expert specialised advisory/consultancy skills with *crucial* impacts to the industry, the State and possibly the nation.
- Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis.
- Verifies the professional standards of operations and outputs.
- Has significant *managerial responsibilities* and abilities.
- Evaluates professional, technical and economic impacts of program.
- Formulates policy and corporate strategy proposals.
- Provides expert professional advice on an advisory/consultancy basis to external bodies, other agencies and the public.
- Participates on inter-agency and/or national committees to develop policy, planning and other initiatives.

### **Working Environment**

- Uses significant *professional judgement* based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of *crucial* work which can involve a number of personnel from the discipline or a variety of disciplines.
- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both adapting precedents and by making significant departures from traditional approaches using significant *professional judgement*.
- With *professional independence*, 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.
- Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.
- Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one *professional discipline*.
- Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency's (or health unit's) operations.
- Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Utilises significant management skills and abilities to monitor resource allocations.

## MEDICAL SCIENTIST LEVEL 5 (MeS5)

Operates under general policy direction and with *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- The leading professional manager of a major program and operations; or
- The leading professional specialist.

Under the broad direction of an executive level, positions at this level will operate within *broad guidelines* to achieve specific objectives with total *professional independence* and be recognised as a national and/or international authority or as a *specialist* both within the public sector and externally. The occupant will generally make a significant contribution on the development of professional understanding on a national or beyond basis.

Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised *professional discipline*. 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.

Work is undertaken in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches. *Professional independence* 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.

This level will involve the management of programs of *crucial* importance to the State, to satisfy the government's objectives or the agency's (or health unit's) corporate goals, often within a *multi-discipline* environment. This level is also responsible for professional policy development and advice to government.

For a leading professional *specialist* the lack of precedent is a major 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.

The professional manager at this level will have high level *managerial responsibilities* which involve a staff comprising a large number of *medical scientists*, 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 *innovative* thinking.

### Knowledge and Experience

- Has evidence of higher qualifications, and discipline recognition at national and/or international levels.
- Has made a significant contribution to the development of professional understanding on a national and/or international basis.
- Requires very high levels of expertise and experience within the *professional discipline*.

### Operational Outcomes

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:

- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making significant departures from traditional approaches.
- Uses high levels of expertise and experience with *professional independence* to determine professional objectives and priorities within the framework of an agency's (or health unit's) corporate goals and discipline standards.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.
- Provides expert *specialist* advisory/consultancy skills with *crucial* impacts to the industry, the State and possibly the nation.

- Develops and directs the implementation of new and high level programs and major investigations, with a strategic management emphasis.

### **Working Environment**

- Positions at this level have *crucial* 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.

### **MEDICAL SCIENTIST LEVEL 6A (MeS6A)**

Knowledge and Experience expected in positions at the MeS6A level include:

- A requirement for high levels of expertise and experience to determine *complex* and significant professional objectives and priorities within the framework of an agency's (or health unit's) corporate objectives.
- Recognition as a leading national and international recognised authority within a *professional discipline* with the ability to foster excellence in the diagnostic and/or research functions of the agency (or health unit) and the medical/scientific community.
- Extensive refereed publications in internationally recognised journals.
- Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.

### **Operational Outcomes**

To satisfy the government's objectives and/or agency's (or health unit's) corporate goals, a position at this level may include the following features:

- The initiation and/or management of high level programs and major research activities.
- Determine strategic and operational standards/objectives within the organisation.
- Provision of authoritative and specialist advisory/consultancy services on aspects of *innovative* scientific research and development, where outcomes are of major importance to biomedical science.
- Coordinate, contribute to and develop patents where appropriate.
- Provide leadership in the initiation, promotion, implementation and evaluation of *innovative* and relevant medical research functions at the national/international level.
- International recognition as an expert in a *complex* 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.
- Undertake and manage individual and/or project activities with *professional independence* that is not subject to review.
- Attract significant research monies.

To satisfy the objectives of the work group, a position at this level may comprise:

- Management of a significant unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with significant accountability for outcomes achieved, to ensure the effective management of:
  - Research funding (procurement and expenditure);
  - Physical and financial (recurrent) resource management;
  - Human resource management;
  - Intellectual resources and patents; and
  - Competencies and learning outcomes for research students.
- Initiation, development, implementation and review of strategic and operational policies, procedures and principles.

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:

- Be sought by a range of relevant and recognised bodies and/or individuals as a leading national/international scientist.
- Have a *crucial* impact on scientific and research initiatives and activities at the national/international level.
- Attract national/international recognition to the employing organisation.
- Awarded academic status at professorial level D, and contribute to tertiary curricula development and delivery.

### **Working Environment**

Positions at this level have *crucial* and significant impacts on the organisation and the industry at a national/international level. Decisions made will not usually be subject to professional review.

### **MEDICAL SCIENTIST LEVEL 6B (MeS6B)**

Knowledge and experience expected in positions at the MeS6B level include:

- A requirement for high levels of expertise and experience to promote and determine *complex* and significant professional objectives and priorities within the framework of an agency's (or health unit's) corporate objectives and industry directions.
- Recognition as an international leading authority within a *professional discipline* with the ability to foster excellence in the diagnostic and/or research functions of the agency (or health unit) and medical/scientific community.
- Extensive refereed publications in internationally recognised journals.
- Collaborated with recognised international organisations on scientific projects that impact on an international scale.
- Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.

### **Operational Outcomes**

To satisfy the government's objectives and/or agency's (or health unit's) corporate goals, a position at this level will include the following features:

- The initiation and/or management of *complex* and high level *innovative* programs and major research activities.
- Determine strategic directions and operational standards/objectives within the organisation and industry.
- Provision of authoritative and specialist advisory/consultancy services on aspects of *innovative* scientific research and development, where outcomes are of major importance to biomedical science on an international scale.
- Attract as an individual or as a manager of team significant research monies into the State
- Coordinate, contribute to and develop patents where appropriate.
- Collaborate with recognised international organisations on scientific projects
- Ensure the provision of leadership in the initiation, promotion, implementation and evaluation of leading edge *innovative* and relevant medical research functions at the international level, both as an individual and in the management of others.
- International recognition as a leading expert in a *complex* 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.
- Undertake and manage individual and/or project activities with *professional independence* and not subject to review.

To satisfy the objectives of the work group, a position at this level will comprise:

- Management of a significant unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with significant accountability for outcomes achieved to ensure the effective management of:
  - Research funding (procurement and expenditure);
  - Physical and financial (recurrent) resource management;
  - Human resource management;
  - Intellectual resources and patents;
  - Competencies and learning outcomes for research students; and
  - Initiation, development, implementation and review of corporate strategic objectives, plans and operational policy, procedures and principles.

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:

- Be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientists.
- Have a crucial impact on scientific and research initiatives and activities at the national and International level.
- Attract National and International recognition to the employing organisation.
- Awarded academic status at professorial level D or E, and contribute to tertiary curricula development and delivery.

### **Working Environment**

Positions at this level have *crucial* and significant impacts on the organisation and biomedical science at the international level. Decisions made will not be subject to professional review.

## APPENDIX 7: GRANT FUNDED SCIENTISTS 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*.

**“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.

**“Novel”** means the nature of professional work which requires the extension and application of theories and concepts beyond the 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 *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 (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.

**“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 a competitive basis.

**“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.

## **GRANT FUNDED SCIENTIST LEVEL 1 (GFSc1)**

The *grant funded scientist* 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 *professional discipline*.

Contributions are essentially operational in nature, and deal with non-repetitive projects, cases and/or situations which will, with experience, become increasingly *complex*, 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.

The *grant funded scientist* will accept responsibility for professional actions, and be expected to seek professional support if there is a concern. *Professional direction* will be provided to the *grant funded scientist* who may operate individually, as a team member, or within a work group. *Professional direction* will decrease over time from very close to general as the *grant funded scientist* acquires experience and in accordance with the complexity and variety of projects undertaken.

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 *professional discipline*.

### **Knowledge and Experience**

- *Professional knowledge* attained through a study of discipline theory and limited experience.
- A developing level of operational competence.

### **Operational Outcomes**

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following:

- The execution, analysis and interpretation of findings as they relate to elements of the work.
- The selection and adoption of professional techniques and standards which are generally well established and *straightforward*.
- The exercise of *professional judgement* within prescribed areas.
- Results which are subject to professional scrutiny and reflective critique.
- With experience, the *grant funded scientist* may review aspects of the work of *grant funded scientists* and others within the same environment.
- Discussing techniques, procedures and results with peers on straightforward matters.
- The undertaking of tasks of limited scope and complexity, comprising in some situations a minor phase of a broader or *complex* project.
- The provision of reports on progress of project activities including incorporating recommendations.

- With experience, the supervision of assigned employees.
- With experience, responsible for *straightforward* projects.
- With experience, provides professional guidance or advice to more recently employed *grant funded scientists* within the same discipline and other technical employees, or provides operational or organisational context to situations and monitors professional services to ensure appropriateness.
- Exercises *professional judgement* through the selection and application of procedures, methods and discipline standards within prescribed areas, and results may be subject to verification and validation from other experienced and readily available *grant funded scientists* or equivalent.
- Assists in the conduct of discipline-based research through data collection, collation, processing, data management, and data analysis using (for instance) statistical packages.
- Contributes to preparing reports and manuscripts for publication.
- Provides advice regarding *statutory action* when requested.
- May contribute to discipline knowledge.
- Manages and prioritises personal work load and develops plans and processes for handling cases and/or projects.
- The analysis and interpretation of findings as they relate to the elements of the work, on occasion preparing reports incorporating recommendations on basic operations.

### **Working Environment**

- Applies *professional knowledge* attained through formal studies to projects, cases, situations or minor phases of broader assignments.
- Performs non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Initially works under close *professional direction* from an experienced *grant funded scientist*.
- Operates individually or as a member of a project team, or within a work group.

### **GFSc1 Level – 6th and 7th increments**

After 12 months at the 5th increment of GFSc1, an employee will be assessed by the agency (or health unit) for progression based on the employee's professional:

- Performance;
- Aptitude;
- Experience;
- Responsibilities; and
- Initiative.

Following assessment, should a *grant funded scientist* not progress to the 6th increment in the GFSc1 range, the *grant funded scientist's* supervisor or manager will be responsible for implementing a development plan in conjunction with the *grant funded scientist* to address any issue arising from the assessment. A *grant funded scientist* may be reassessed at any time following the implementation and completion of the development plan.

Employees will be eligible for incremental progression from the 6th to the 7th increment based on 12 months service at the 6th increment.

## GRANT FUNDED SCIENTIST LEVEL 2 (GFSc2)

Work at this level:

- Is usually performed under reduced *professional direction* with the quality of output monitored;
- Requires professional expertise in one or more fields within a discipline; and
- 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.

The content of the work is subject to existing *professional discipline* and agency or health unit standards. Guidance may be given in reviewing work programs or on unusual features of an assignment.

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 *grant funded scientists with managerial responsibilities*) or a *grant funded scientist* (who has expertise in one or more fields within a discipline) in a team or independently and may be or may deputise for the professional head of a small work unit.

Responsible for *professional direction* of other *grant funded scientists* and paraprofessionals.

Employees are expected to actively seek personal professional development which includes an ability to effectively articulate concepts and theories.

### Knowledge and Experience

- Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced *professional direction*.
- Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.

### Operational Outcomes

To contribute to the operational outcomes of the work group, a position at this level may involve a combination of the following:

- Tasks may be broad in scope and involve *complex* professional problems.
- Uses *professional judgement* to select and apply new and existing methods and techniques.
- Contributes to the development of advanced techniques and methodology.
- Undertakes *complex* activities under reducing *professional direction* and selects and applies new techniques and methodologies based on *professional judgement*.
- The supervision of staff (which may include employees who are not *grant funded scientists*) and provides *professional direction* in tasks requiring limited expertise or for functions of *limited complexity*.
- Where appropriate, provides *professional direction* to staff including where appropriate, professional development to other *grant funded scientists*.
- May report investigations directly to peers and the funding body for example, via publication of research findings in published papers and at conference presentations.
- Addresses problems through combinations of standard procedures and/or modifications to standard procedures.
- Coordinates all phases of a project or assignment.
- Provides discrete professional and advisory services.
- Carries out research under *professional direction*, and contributes to advances of techniques used.
- Undertakes various assignments requiring knowledge of one or more fields within a *professional discipline*.

## Working Environment

- Exercises and accepts professional responsibility for the outcomes of a work unit.
- Exercises initiative in the application of professional practices either as a member (in some situations as leader but not a *grant funded scientist* with *managerial responsibilities*) or as a *grant funded scientist* in a team or independently.

## GRANT FUNDED SCIENTIST LEVEL 3 (GFSc3)

Operating under general policy direction and with a level of *professional independence* 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 *grant funded scientist* at this level will:

- Be specialising within a professional discipline; or
- Be responsible for managing external grant funding, apply for and be capable of receiving grant funding.

Positions at this level demonstrate leadership within the *professional discipline* and may coordinate a number of subordinate *grant funded scientists*. *Grant funded scientists* at this level will focus on increasing the value, contributions and effectiveness of the *professional discipline* 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.

A *grant funded scientist* at this level who is responsible for managing external grant funding will be responsible for allocating and determining work priorities to ensure operational standards and efficiencies are met having regard to the needs of peers and the Funding Body and providing *professional guidance* for a team of *grant funded scientists*. The senior professional supervisor is expected to seek ways to develop *grant funded scientists* levels of discipline, awareness and specialised knowledge.

*Grant funded scientists* may also have *managerial responsibilities* for a work unit to ensure effective and coordinated services in respect to the management of external grant funding. This is the first level where a *grant funded scientist* may have *managerial responsibilities*.

There will be *professional independence* 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 or grant funding responsibilities. *Professional direction* 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.

High levels of initiative will be exhibited in accomplishing the objectives and undertaking *complex* projects, either on an individual basis as a recognised *specialist*, as a *grant funded scientist* with responsibilities for *complex* duties, or as a team leader.

Work may require the development and provision of formal professional advisory services to other agencies, industry representatives, other research groups and institutions. 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.

## Knowledge and Experience

- Operates with *professional independence* and high levels of competence.
- Continues to apply knowledge obtained through post-graduate specialised qualifications (including a PhD qualification) or extensive recognised expertise.

## Operational Outcomes

To contribute to the achievement of organisational objectives and output, a position at this level may include either of the following:

- Analyses situations and identifies opportunities and/or needs to develop and/or progress work group objectives.
- Develops and promulgates *crucial* information for the funding body.
- Undertakes projects of a *complex* nature with limited or no *professional direction*.

- Contributes to the development of operational policy.
- Undertakes professional duties of an *innovative, novel, and/or crucial* nature without *professional direction* subject to established professional standards.
- Assesses the professional, technical and economic impacts of achievements and/or projects.
- Provides professional advisory services to other agencies (or health units), industry representatives and other research groups and institutions.
- Assesses and reviews the standards of work of other *grant funded scientists* and external consultants.
- Exercises control and coordination of either discrete operations or projects.
- Ensures the outcome of work of significant scope and/or complexity.
- Undertakes duties and ensures the outcome of work which is of a *complex* and varied nature, requiring detailed knowledge of the agency's (or health unit's) operations combined with a *specialist* or very high level of practitioner knowledge of major activities in the work unit.
- Trains staff, coordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.
- Interprets legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Uses significant initiative to accomplish objectives and undertake *complex* projects.

### **Working Environment**

- 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.

### **GRANT FUNDED SCIENTIST LEVEL 4 (GFSc4)**

Operates under broad policy direction and with high levels of *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- A senior professional practitioner; or
- A senior professional specialist.

These roles may require a *grant funded scientist* to be responsible for generating funding via successful grant funding applications and for the management of external grant funding.

At this level work may involve the exercise of significant *professional judgement* 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 *crucial* 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.

The senior professional practitioner at this level will undertake work which is *very complex* and highly *innovative*. At this level there is minimal *professional direction* and the *grant funded scientist* would be expected to closely examine personal practices and actions to ensure compliance with established ethics and standards for the *professional discipline*.

As a senior professional *specialist*, work is normally without *professional direction* with discretion permitted within the boundaries of *broad guidelines* to achieve organisational goals, and at this level, the *grant funded scientist* will have a high profile within the discipline through higher qualifications or by publications in refereed journals, and will operate within *broad guidelines* to achieve specific objectives with *professional independence*. This would normally be supplemented by evidence of higher qualifications and wide spread professional recognition of expertise.

It is likely that discipline principles and new technology requiring the exercise of significant *professional judgement* 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 *very complex*, specialised environment and contribute to the formulation of corporate policy and the implementation of policy directives.

A *grant funded scientist* at this level will have *managerial responsibilities* for a large work unit, or *complex* projects involving a number of *professional disciplines*. 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.

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 *grant funded scientist* will interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.

At this level, expert advisory services to outside bodies, agencies and other research groups and institutions will be provided as well as participation on inter-agency committees to develop policy, planning and other initiatives.

With *professional independence* and high levels of expertise and experience, the *grant funded scientist* at this level will determine professional standards, objectives and priorities within the framework of the agency's (or health unit's) corporate goals, which will include grant funding requirements.

### **Knowledge and Experience**

- Utilises comprehensive knowledge within the *professional discipline* and broad exposure to other *professional disciplines*.
- Applies *professional judgement* based on up-to-date discipline knowledge.
- Applies *professional knowledge* having regard to the agency's (or health unit's) policy framework.

### **Operational Outcomes**

To satisfy specified agency (or health unit) objectives, a position at this level may include a combination of the following:

- Exercises significant *professional judgement* in the development and/or application of *professional discipline* principles and new technology.
- Manages *very complex* projects involving a number of personnel from either one or a variety of *professional disciplines*.
- Contributes directly to achieving corporate objectives by being successful in applying for grant funding and managing grant funded projects.
- Provides advice to senior management/authorities regarding current relevant developments in the discipline and their potential implications.
- Initiates and manages high level programs and major investigations.
- Determines professional standards and operational objectives in relation to the management of external grant funding.
- Is the authoritative *specialist* where requirements are *very complex* and of major importance to applying for and managing grant funding received.
- Identifies current and future options relating to developments which impact on agencies and/or industry, which includes grant funding requirements.
- Provides professional advice to inter-agency committees, peers and the funding body regarding professional policy, planning, forecasting and development implications.
- Provides *specialist* services to industry where the end product is of major importance to the industry and/or the State and the funding body.
- Initiates and formulates programs within the framework of (major work group) objectives and priorities.

- Undertakes demanding evaluations of an economic and/or technical nature with *professional independence*.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals, or grant funding requirements.
- Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.
- Provides expert specialised advisory skills with *crucial* impacts to the industry, the State and possibly the nation.
- Develops and oversees the implementation of new and high level programs and major investigations with a strategic emphasis.
- Verifies the professional standards of operations and outputs.
- Has significant *managerial responsibilities* and abilities.
- Evaluates professional, technical and economic impacts of program.
- Participates on inter-agency and/or national committees to develop policy, planning and other initiatives.

### **Working Environment**

- Uses significant *professional judgement* based on knowledge of national initiatives and personal involvement in the development and application of discipline principles and new technology, and/or knowledge of *crucial* work which can involve a number of personnel from the discipline or a variety of disciplines.
- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both adapting precedents and by making significant departures from traditional approaches using significant *professional judgement*.
- With *professional independence*, uses high levels of expertise and experience to determine professional objectives and priorities within the framework of the agency's (or health units) corporate goals and discipline standards.
- Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.
- Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one *professional discipline*.
- Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency's (or health unit's) operations.
- Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.
- Provides expert professional advisory services to external bodies, other agencies and other research groups and institutions.
- Utilises significant management skills and abilities to monitor resource allocations.

### **GRANT FUNDED SCIENTIST LEVEL 5 (GFSc5)**

Operates under general policy direction and with *professional independence* in the determination of overall strategies, priorities, work standards and allocation of resources. The role will be:

- The leading professional manager of a major program and operations; or
- The leading professional specialist.

Under the broad direction of an executive level, positions at this level will operate within *broad guidelines* to achieve specific objectives with total *professional independence* and be recognised as a national and/or international authority or as a *specialist* both within the public sector and externally. The occupant will generally make a significant contribution on the development of professional understanding on a national or beyond basis.

Positions at this level require high levels of expertise and experience with a comprehensive knowledge of a recognised *professional discipline*. Professional decisions at this level are likely to have substantial impacts to the agency (or health unit), to industry, or to the State.

Work is undertaken in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches. *Professional independence* 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, which includes the requirements of the funding body will be evident.

This level will involve the management of programs of *crucial* importance to the State, to satisfy the government's objectives or the agency's (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.

For a leading professional *specialist* the lack of precedent is a major 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.

The professional manager at this level will have high level *managerial responsibilities* which involve a staff comprising a large number of *grant funded scientists*, 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 *innovative* thinking.

### **Knowledge and Experience**

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:

- Has evidence of higher qualifications, and discipline recognition at national and/or international levels.
- Has made a significant 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.
- Requires very high levels of expertise and experience within the *professional discipline*.

### **Operational Outcomes**

- Operates in a highly *complex* or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, by both adapting precedents and making significant departures from traditional approaches.
- Uses high levels of expertise and experience with *professional independence* to determine professional objectives and priorities within the framework of an agency's (or health unit's) corporate goals and discipline standards.
- Manages programs of *crucial* importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.
- Provides expert *specialist* advisory services with *crucial* impacts to the industry, the State and possibly the nation.
- Develops and directs the implementation of new and high level programs and major investigations, with a strategic emphasis.

### **Working Environment**

- Positions at this level have *crucial* impacts to the agency (or health unit), to industry, to the State or to the nation.

## GRANT FUNDED SCIENTIST LEVEL 6A (GFSc6A)

### Knowledge and Experience

- Demonstrated application of high levels of *professional knowledge*, expertise, *professional independence* and competence and recognition as a leading national and international authority within an area of medical science together with the ability to foster excellence in the diagnostic and/or research functions of the agency (or health unit) and the medical/scientific community.
- Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine complex and significant professional objectives and priorities within the framework of an agency's (or health unit's) corporate objectives.
- 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.
- 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 experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.
- Success in obtaining significant and/or substantial grants.
- Ability to attract high quality students and post-doctoral grant funded scientists.

### Operational Outcomes

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:

- 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.
- The determination of strategic and operational standards, objectives and priorities for the work group within the organisation and within the agency's (or health unit's) policies and programs.
- International recognition as an expert in a complex field of scientific and research services and have responsibility for the management of major programs of national/international significance.
- 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 appropriate scientific forums.
- Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring professional independence and the management of projects or tests of a highly complex nature requiring high levels of professional judgement including the acceptance of professional responsibility for standards of work undertaken.
- 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 grant funded scientists who may be working on projects within the area of research expertise.
- 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.
- Promote and foster research links with outside bodies.

## **Working Environment**

Grant funded scientists at this level will generally report to an executive position (or equivalent) or to a Chief Executive Officer and will operate with *professional independence* and have a high profile within their area of expertise. Work undertaken may have a *crucial* impact in the agency (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 *complex* requiring advanced problem-solving abilities dictating a capacity for *novel* and/or *innovative* approaches and methods. Positions at this level will make a major contribution to the development of research program directions and policies and will have significant impacts on research at the national and international level.

Initial appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the grant funded scientist's research and scholarship.

## **GRANT FUNDED SCIENTIST LEVEL 6B (GFSc6B)**

### **Knowledge and Experience**

- As an internationally recognised leading authority within the professional discipline, 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 agency (or health unit) and the medical/scientific community.
- Demonstrated ability to conceive and carry out substantial, major and original contributions to research including the ability to determine complex and significant professional objectives and priorities within the framework of an agency's (or health unit's) corporate objectives and industry directions.
- 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.
- 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 experience equivalent to a PhD, and the decision as to whether a qualification or experience is equivalent to PhD rests with the health unit.
- Success in obtaining significant and/or substantial grants.
- Ability to attract high quality students and post-doctoral grant funded scientists.

### **Operational Outcomes**

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:

- The initiation, formulation and management of complex and high level innovative 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.
- The management of a key or crucial function within the organisation and the determination of strategic and operational standards, objectives and priorities for the work group within the organisation and industry.
- International recognition as a leading expert in a complex field of scientific research together with provision of authoritative and specialist advisory services on aspects of innovative scientific research and development where outcomes are of major importance to biomedical science on an international scale.
- Successful preparation of research proposal submissions for the attraction of research monies into the State 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 appropriate scientific forums and when necessary, the coordination and/or contribution towards the development of patents.

- Undertaking of highly demanding evaluations of a scientific/technical and economic nature requiring professional independence 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.
- Collaborate with recognised international organisations on scientific projects and provide leadership in the initiation, promotion, implementation and evaluation of leading edge innovative and relevant medical research functions at international level, both as an individual and in the management of others.
- 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 grant funded scientists who may be working on projects within the area of research expertise.
- 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.

### **Working Environment**

*Grant funded scientists* at this level will generally report to an executive level position (or equivalent) or to a Chief Executive Officer and will operate with *professional independence* and have a high profile within their area of expertise. Positions have *crucial* and significant impacts on the organisation and biomedical science at the international level.

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.

An occupant will possess high professorial status and will contribute to tertiary curricula development and delivery.

Appointment at this level occurs only under exceptional circumstances and recognises marked distinction in the grant funded scientist's research and scholarship.

## 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 21 December 2006.

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 21 December 2006. The changes will apply to employees who are excess on or after 21 December 2006.

The following will be added to 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 Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.

- # An excess employee will:
- (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
  - (ii) attend interviews as requested and participate in them in a positive and constructive manner;
  - (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
  - (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
  - (v) comply with all attendance requirements.

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