# SOUTH AUSTRALIAN PUBLIC SECTOR WAGES PARITY ENTERPRISE AGREEMENT: SALARIED 2014

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CONSOLIDATED AGREEMENT AS AT 2 MARCH 2016 AS SUPPLIED BY THE PARTIES AND INCORPORATING ALL AMENDMENTS SINCE THE ORIGINAL APPROVAL WAS GRANTED ON 4 DECEMBER 2014

# SOUTH AUSTRALIAN PUBLIC SECTOR WAGES PARITY ENTERPRISE AGREEMENT: SALARIED 2014



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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 Public Sector Wages Parity Enterprise Agreement: Salaried 2014".
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia ("Commission").
- 1.4 The term of this Enterprise Agreement shall be two years from the date of approval by the Commission.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Sector Employment (CPSE) Standards, Directions, Circulars, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer parties undertake to, wherever possible, keep relevant employees informed of these issues.

#### 2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are to:
- 2.1.1 Enable the SA public sector agencies and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers:
- 2.1.2 Effect wages parity and increases in accordance with this Enterprise Agreement for salaried employees bound by this Enterprise Agreement and employed in positions classified at the same level;
- 2.1.3 Support South Australia's Strategic Plan and Strategic Priorities, "A Modern Public Service

   Building a Stronger South Australia", the South Australian Health Care Plan and the achievement of government and agency objectives;
- 2.1.4 Advance the objects of, and the public sector principles and practices referred to in, the Public Sector Act 2009; Support workforce flexibility, mobility, development and performance;
- 2.1.5 Continue to apply to particular agencies terms as detailed in Appendix 3.
- 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 Implementing Redeployment, Retraining and Redundancy from the date of approval of this Enterprise Agreement.
- 2.2.5 Obtaining the approval of the Commission to this Enterprise Agreement; and
- 2.2.6 Existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Workplace Flexibility Agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the Commission.
- 2.2.7 Applying the public sector principles and practices referred to in the *Public Sector Act 2009* in a manner that encourages consistency of interpretation and application of an employment condition or entitlement so as to support the fair employment and management of employees. Having regard both to the similarity and variety of agencies and employees subject to this Enterprise Agreement, and the discretionary decision-

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making amongst agencies and employees, there is no obligation to apply to another agency nor employees in another agency, a process entitlement or practice that has been provided or adopted at the discretion of an agency or adopted by employees in another agency.

#### 3. INTERPRETATION

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

"Act" Means the Fair Work Act 1994;

"administrative unit" Means an administrative unit established under the *Public* 

Sector Act 2009 and includes an administrative unit established

while this Enterprise Agreement remains in force;

"agency" Means an agency referred to in clause 4.2;

"all purposes" Means that if an allowance is described as being payable for all

purposes that it is included in the calculation of penalties and entitlements prescribed in this enterprise agreement or relevant award, including overtime and penalty rates and periods of paid leave such as annual leave, paid maternity and adoption leave, long service leave, retention leave, sick leave and public

holidavs.

"approval" Means approval by the Industrial Relations Commission of

South Australia:

"association" Means an association that is registered under the Fair Work Act

1994 and is a party to this Enterprise Agreement;

"CE, DPC" Means the Chief Executive of the Department of the Premier

and Cabinet, delegate or a person authorised to act in the name 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 (including a person acting there as), or the delegate or person authorised to act in the name thereof; and any reference to a chief executive will be taken as including a delegate thereof or an authorised person unless

otherwise expressly stated;

"Commission" Means the Industrial Relations Commission of South Australia;

"Commissioner's Standard" Means a Standard made, varied or substituted for by the CPSE

under the *Public Sector Management Act 1995*, and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPSE under the

Public Sector Act 2009;

"CPSE" Means the Commissioner for Public Sector Employment,

delegate or person authorised to act in the name thereof, or person holding or acting in the position of Commissioner for

Public Sector Employment;

"employer" Means the applicable employer bound by this Enterprise

Agreement, or the delegate or person authorised to act in the

name thereof;

"employee" Means an employee bound by this Enterprise Agreement;

"employee representative" Includes an association, as defined above;

"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;

"salaried" and "salary" Means an employee who is paid, and the monetary amount

prescribed as, a salary or rate of pay specified in Appendix 1:

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Parity Salaries and Wages;

"this Enterprise Agreement" and "WPEA: Salaried"

Means the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014;

"Voluntary Flexible Working Arrangement" and "VFWA"

Means a working arrangement of a type dealt with in Commissioner's Standard 3.1 (as amended from time to time) 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 South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2013 or the South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011 (or applicable successor/s thereof), 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 3 Saved Clauses and Appendix 4 Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 3 and Appendix 4 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 3 and Appendix 4, 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 3 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 4 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 and other instruments 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, and unless otherwise indicated (expressly or implied), the use of the singular will include the use of the plural and vice versa.

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#### 4. PARTIES BOUND

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers (and successors); associations (and successors) and employees:
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of salaried public sector employees bound by this Enterprise Agreement;
- 4.1.2 Public Service Association of South Australia Inc. (PSA) and Community and Public Sector Union (CPSU), SPSF Group SA Branch;
- 4.1.3 Media, Entertainment and Arts Alliance (MEAA);
- 4.1.4 Salaried public sector employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Salaries and Wages (but excluding persons described in clause 4.3); and
- 4.2 Agencies
- 4.2.1 Agencies that are administrative units pursuant to the *Public Sector Act 2009*, including:
  - Attorney-General's Department
  - Auditor-General's Department
  - · Communities and Social Inclusion, Department for
  - · Correctional Services, Department for
  - Defence SA
  - Education and Child Development, Department for
  - · Electoral Commission of South Australia
  - · Environment, Water and Natural Resources, Department of
  - Environment Protection Authority
  - Health and Ageing, Department for (including incorporated hospitals and SA Ambulance Service under the Health Care Act 2008)
  - Planning, Transport and Infrastructure, Department of
  - · Premier and Cabinet, Department of the
  - · Primary Industries and Regions, Department of
  - · State Development, Department of
  - South Australia Police Department
  - · Treasury and Finance, Department of
  - Office of Venue Management
  - Office of Zero Waste SA
  - Any other administrative unit as may be established from time to time pursuant to the *Public Sector Act 2009*.

# 4.2.2 Other Agencies:

- Carclew Incorporated
- Courts Administration Authority
- · Dairy Authority of South Australia
- Education and Early Childhood Registration and Standards Board of South Australia
- History Trust of SA
- Legal Services Commission of SA
- Lifetime Support Authority
- Lotteries Commission of South Australia
- Office of the Legal Profession Conduct Commissioner
- SACE Board of South Australia
- South Australian Country Arts Trust
- South Australian Country Fire Service
- South Australian Fire and Emergency Services Commission
- South Australian Metropolitan Fire Service
- South Australian State Emergency Service
- South Australian Tourism Commission
- TAFE SA
- · Teachers Registration Board
- · Urban Renewal Authority trading as Renewal SA

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- And such additional "Other Agency/ies" as may from time to time during the life of the Enterprise Agreement be included herein with the approval of the Commission.
- 4.3 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
- 4.3.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the *Public Sector Act 2009* (or predecessor Act) 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 South Australian Executive Service level 1 (unless the employee is employed to perform duties, or in a position, that has a classification specified in Appendix 2: Parity Salaries and Wages);
- 4.3.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
- 4.3.4 Subject to an Award or agreement pursuant to the Fair Work Act 2009 (Cth);
- 4.3.5 Pursuant to the *Police Act 1998* (including those persons whose appointment or employment is continued pursuant to that Act but excluding employees engaged pursuant to clause 4.16 of the Police Officers Award);
- 4.3.6 Whose remuneration is fixed pursuant to the Remuneration Act 1990;
- 4.3.7 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
- 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DECS) Award;
- 4.3.9 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award:
- 4.3.10 As Firefighters employed by the South Australian Metropolitan Fire Service;
- 4.3.11 As Hourly Paid Instructors;
- 4.3.12 As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Education Staff) Interim Award;
- 4.3.13 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14 As Ministerial Contract Employees;
- 4.3.15 As Nurses or as Midwives;
- 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 for Education and Child Development;
- 4.3.20 As School Services Officers:
- 4.3.21 As Statutory Office Holders;
- 4.3.22 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- 4.3.24 As an employee who is subject to the SA Ambulance Service Enterprise Agreement 2011 (or successor), including an "administrative non-operational employee" for the period of having elected to opt-in to that Agreement pursuant to clause 35 thereof;
- 4.3.25 As a weekly paid employee covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2013 (or successor);

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4.3.26 As a weekly paid employee covered by the South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011 (or successor).

#### 5. OTHER ENTERPRISE AGREEMENTS

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.
- The clauses in each Part of Appendix 3 are "saved clauses" from superseded Enterprise Agreements. Each Part of Appendix 3 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 2: Parity Salaries and Wages.

#### SALARY INCREASES

- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 2: Parity Salaries and Wages which provides for salaries which will operate from the first full pay period (ffpp) to commence on or after the dates specified (the "applicable date"), namely:
  - 1 October 2014;
  - 1 October 2015 and
  - 1 October 2016 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.
- 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.
- Where applicable, a reference in Appendix 2: Parity Salaries and Wages to date of approval will be taken to mean the first pay period to commence on or after the date on which the Commission approves this Enterprise Agreement.

#### INCREMENTAL PROGRESSION

- An employee will progress to the next increment as currently occurs ('their expected increment date') unless, in the course of implementing an agency's performance management and/or development system (however described), the employee is assessed either as not performing at a satisfactory level (i.e. the work being performed or produced is not commensurate with the level, quality and timeliness required from the duties (or position)); or as not meeting performance standards. For the purposes of this clause, this assessment is referred to as 'the initial assessment'.
- 6.6.1 An employee will be entitled to at least three calendar months prior notice (written or email) of the initial assessment as per clause 6.6 and may, within one month, request either a reassessment or a review of the assessment, which is to be concluded by not later than one month prior to their expected increment date.

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- 6.6.1.1 If upon a reassessment or review the employee is assessed either as performing at a satisfactory level or as meeting performance standards, the employee will not be impeded from progressing to the next increment level.
- 6.6.2 If pursuant to this clause an employee does not progress to the next increment level, the employee will work with the agency with the object of improving their performance to at least a satisfactory level during the ensuing six months after the initial assessment (and thereafter as may be applicable).
- 6.6.3 During the six months after the initial assessment, an employee may, at not less than three monthly intervals, request to be reassessed.
- 6.6.4 If, during six months after the initial assessment, an employee is assessed as:
- 6.6.4.1 Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the six calendar month anniversary after what would otherwise have been their expected incremental date; or
- 6.6.4.2 Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 6.6.5 If, more than six months after the initial assessment, an employee is assessed as:
- 6.6.5.1 Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the twelve month anniversary after what would otherwise have been their expected incremental date; or
- 6.6.5.2 Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- An employee who does not progress to the next increment level consequent on an assessment during the first twelve months after what would otherwise have been their expected incremental date, may request a reassessment at not less than six monthly intervals. If assessed as performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the subsequent applicable anniversary of what would otherwise have been their incremental date in that year, otherwise the employee will not progress.
- 6.6.7 In this clause "performance standards" means achieving performance targets or work output applicable to the employee; behaviour in accordance with the public sector code of conduct; actively participating in an agency's performance management and/or development system (however described); and applying learning and development.
- 6.6.8 This clause does not apply to an age or qualification based increment and is not intended to preclude a process that may occur pursuant to the *Public Sector Act 2009*.

#### 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.

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#### 8. REDEPLOYMENT, RETRAINING AND REDUNDANCY

- 8.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the parties acknowledge that this agreement is made and entered into on the basis that a new redeployment, retraining and redundancy scheme as detailed in Appendix 1 will be implemented to apply to agencies and employees covered by this Enterprise Agreement.
- 8.2 The parties to this Enterprise Agreement agree that a CPSE's Determination in relation to Redeployment, Retraining and Redundancy will apply to the parties bound as defined in Clause 4 of this Enterprise Agreement. Where an agency is not usually bound by a CPSE Determination it will adopt that as policy to apply to employees to be covered by the proposed 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.
- 9.1.3.1 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.
- 9.1.3.2 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.
- 9.1.3.3 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.
- 9.1.3.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

#### PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

- 9.2 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 9.3 This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the Commission of this Enterprise Agreement.
- 9.3.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) (the "applicable maximum period"). "Adopted child" means a child under 16 years of age.

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- 9.3.2 An employee who, at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave will be entitled to twenty (20) weeks (the "applicable maximum period").
- 9.3.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- 9.3.3.1 The total of paid and unpaid maternity/adoption/surrogacy/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/surrogacy.
- 9.3.3.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy 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.
- 9.3.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- 9.3.4.1 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
- 9.3.4.2 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 (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
- 9.3.4.3 A combination of (a) and (b).
- 9.3.5 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).
- 9.3.6 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.
- 9.3.7 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is an employee of the same agency as the employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by the same agency), the period of paid maternity, adoption leave (as applicable) may be shared by employees, provided that the total period of paid maternity, adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies. Parents who are employees of the same agency but are covered by different enterprise agreements may only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity or adoption leave in respect of a child/ren).
- 9.3.8 The parties acknowledge that the new federal parenting leave scheme proposed to commence in July 2015 may result in variation to and/or new entitlements that may be taken in lieu of current entitlements.

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

- 9.4 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. The days and hours for the part time arrangement will be as agreed between the relevant Chief Executive and the employee.
- 9.4.1 The following conditions apply to an employee applying to return on a part time basis:

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- 9.4.1.1 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.
- 9.4.1.2 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.
- 9.4.1.3 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.
- 9.4.1.4 If an agency (as prescribed in clause 4.2) has less than 100 (FTE) employees, a minimum of 12 weeks will apply instead of the 6 weeks prescribed in this sub-clause.

#### **PAID PARTNER LEAVE**

- 9.5 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (*pro rata* for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.
- 9.5.1 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 9.5.2 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

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

- 9.6 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.
- 9.6.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 9.6.2 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.
- 9.6.3 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

- 9.7 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.
- 9.7.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 9.7.2 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.
- 9.7.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

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- 9.7.4 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 CPSE or the employee's agency.
- 9.7.5 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.
- 9.7.6 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

- 9.8 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.
- 9.8.1 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.
- 9.8.2 The employee ordinarily uses public transport.
- 9.8.3 Travel is by the most direct or appropriate route.
- 9.8.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.
- 9.8.5 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.

#### **DOMESTIC / RELATIONSHIP VIOLENCE**

9.9 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and an agency will provide reasonable access to, existing leave and flexible and safe working arrangements.

#### 10. OVERTIME SALARY

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

Column 1	Column 2
ASO; OPS; TGO; CFS; and any other classification not listed in this Column	ASO 6
AHP	AHP 3
DSO	DSO 1
GFSc	GFSc 3
LeC; LSC; LE	LeC 3; LSC 3; LE 3
MeS	MeS 3
PO	PO 3
Correctional Officer	CO-7
Dental Officer	DO-1
Medical Physicist	MPH-2

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#### 11. ON-CALL/RECALL

11.1 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.

#### 11.2 On-Call Allowances

11.2.1 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:

On-call Allowance	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Monday - Friday	\$29.20	\$29.95	\$30.70	\$31.45

11.2.2 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:

	Current	First full pay	First full pay	First full pay
On-call Allowance		period on or	period on or	period on or
On-call Allowance		after	after	after
		1/10/2014	1/10/2015	1/10/2016
Weekends/Public	¢51.05	¢52.25	¢E2 CE	¢55.00
Holidays/Rostered Days Off	\$51.05	\$52.35	\$53.65	\$55.00

- 11.2.3 If an employee is rostered on-call:
  - a) For a continuous period that spans and includes both 'a night time' during Monday Friday and an immediately following (full day) public holiday; or
  - b) Of 'a night time' during Monday Friday that is a 'part-day public holiday',
    - the on-call allowance in sub- clause 11.2.2 will apply to the 'night time' (i.e. instead of the rate in sub- clause 11.2.1),
    - For example: (a) If a public holiday falls on a Wednesday and the employee is rostered on-call for both the Tuesday night time and the full public holiday, the employee will be entitled to the public holiday on-call rate for the Tuesday 'night time' period. (b) If a 'part-day public holiday' (refer: amended Holidays Act 1910) falls on a Monday and an employee is rostered on-call for that night time, the employee will be entitled to the public holiday rate.

#### 11.3 On-Call Conditions

- 11.3.1 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.
- 11.3.2 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.
- 11.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 11.3.4 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).
- 11.3.5 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.

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- 11.4 Recall to Work
- 11.4.1 Subject to 11.4.3 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.
- 11.4.2 Subject to 11.4.3 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.
- 11.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 11.4.1 and 11.4.2 is in accordance with Clause 11 Overtime Salary.
- 11.4.4 Despite the provisions of 11.4.3, the CPSE 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.
- 11.4.5 All employees who travel to work as a result of receiving a recall to work will be:
- 11.4.5.1 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
- 11.4.5.2 Permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- 11.4.5.3 Permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

# 12. NIGHT SHIFT PENALTY

12.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clauses 6.5.2.1 and 13.6.3 of the S.A. Public Sector Salaried Employees Interim Award and clause 6.3.1.2 of the Medical Scientists (South Australian Public Sector) Award.

#### 13. WORK HEALTH AND SAFETY

- 13.1 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.
- 13.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- 13.2.1 Improve workplace health and safety;
- 13.2.2 Improve return to work performance; and
- 13.2.3 Reduce human and workplace costs of injury or illness.
- The parties will work towards achieving and maintaining applicable work 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.
  - Implementation and continuous improvement of monitoring and reporting systems.
  - Development and implementation of more flexible "return to work" options aimed at improving return to work performance.

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- 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.
- 13.4 The employer acknowledges the benefits both to the organization and individual employees gained through employees having a balance between their work and personal life.
- 13.4.1 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.
- 13.4.2 The employer and agencies recognise that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work, health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.
- 13.4.3 A Chief Executive may require an employee to work overtime:
- 13.4.3.1 If work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Chief Executive; or
- 13.4.3.2 If, due to an emergency or immediate service delivery need, it has not been possible to provide reasonable notice.
- 13.4.4 If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work or an employee is unable to access accrued recreation leave as a result of work load (as distinct from operational requirements), the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Chief Executive. The review will address the employees' concerns and identify how workloads can be managed without creating unreasonable workloads.

#### 14. TRAINING AND DEVELOPMENT

- 14.1 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).
- 14.2 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.
- 14.3 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 CPSE (or other such guidelines as may be issued by an agency).
- 14.4 Mobility and Secondments
- 14.4.1 The parties acknowledge the potential development opportunities for:
- 14.4.1.1 Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
- 14.4.1.2 Existing employees of the agency or employees of other agencies within the portfolio grouping of agencies to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

# 15. PROFESSIONAL DEVELOPMENT

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

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- 15.1.1 Reimbursement of the reasonable cost of appropriate professional development expenses incurred during their employment subject to the following:
- 15.1.1.1 The professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the employee's professional capacity in order for the employee to maintain or acquire his or her registration or accreditation in the professional occupation or capacity in which he or she is employed; and
- 15.1.1.2 The agency explicitly requires such registration or accreditation to be maintained or acquired for the performance by the employee of the duties for which he or she is employed;
- 15.1.1.3 Provided that reimbursement will not apply:
  - i. If the employee does not successfully complete the relevant professional development; or
  - ii. If the employee ceases for any reason to be registered or accredited or is the subject of any disciplinary process being undertaken by the registration or accreditation body that may result in loss of registration or accreditation (but reimbursement will apply if there is no adverse disciplinary finding); or
  - iii. If the fees or charges were partly or wholly incurred before entering employment with the agency or undertaking with the agency the duties of the applicable professional occupation, provided that the agency may agree to meet any part that arises during employment or the performance of the relevant duties.
- 15.1.2 Up to 5 days paid professional development leave over two years to attend approved professional development for which the employee is entitled to reimbursement under this clause. Any request for leave beyond 5 days will be subject to the applicable (discretionary) processes within the agency in relation to paid or unpaid leave.
- 15.1.3 Regional: This sub-clause applies to a regional employee to whom clause 16.1.1 applies and whose headquarters are more than 100km by road (including ferry) from the Adelaide GPO ('the regional employee').
- 15.1.3.1 If the regional employee travelled by road (including ferry) to the appropriate professional development for which the employee is entitled to reimbursement under this clause, the regional employee will be entitled to travelling time in accordance with the following:
  - i.If the regional employee's headquarters is more than 100km by road (including ferry) from the Adelaide GPO that employee will be entitled to receive one day of travelling time per annum for the purposes of undertaking applicable professional development within metropolitan Adelaide or at a location more than 100km by the safest direct road (including ferry) route from the employee's headquarters.
  - ii. If the regional employee's headquarters is more than 200km by road (including ferry) from the Adelaide GPO that employee will be entitled to receive two days of travelling time per annum for the purposes of undertaking applicable professional development within metropolitan Adelaide or at a location more than 200km by the safest direct road (including ferry) route from the employee's headquarters.
- 15.2 This clause does not detract from the operation of clause 15 Training and Development.

# 16. WORKPLACE FLEXIBILITY

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).

#### WORKPLACE FLEXIBILITY PROPOSAL

- 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").
- 16.2.1 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

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- 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.
- 16.2.2 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 CPSE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
- 16.2.3 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.
- 16.2.4 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").
- 16.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 4 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.

#### PERSONAL FLEXIBILITY AGREEMENT

- An individual employee and Chief Executive of an agency may mutually and voluntarily agree to make a written "Personal Flexibility Agreement" that will apply in accordance with this clause.
- 16.3.1 The employee and Chief Executive of an agency must agree that there is mutual advantage in making such agreement (i.e. they each consider themselves better off overall having regard to this enterprise agreement and applicable award (considered as a whole)).
- 16.3.2 The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this Enterprise Agreement (other than this clause) and/or applicable award and will not operate for a period/s that extend/s beyond the life of this Enterprise Agreement.
- 16.3.3 A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the Chief Executive and employee.
- 16.3.4 A Personal Flexibility Agreement may, for example, provide for a personal arrangement as to the hours within which work is to be performed (whether at ordinary or penalty rates); configuration of working hours; and/or an all-inclusive or 'loaded' salary (that may have regard to eg. out of ordinary hours; split working day arrangement; personal configuration for hours work; on-call and/or recall; availability and/or work performed out of hours whether at a workplace or by telephone and/or electronic means; annualised salary having regard to working arrangement and/or anticipated out of hours work; the particular nature of the work being performed; or otherwise). Other than in relation to personal details, the content of a Personal Flexibility Agreement will not be confidential.
- 16.3.5 A request by an individual employee to an agency for a Personal Flexibility Agreement is not a breach of the no extra claims clause and an agency is not required to accede to such request (i.e. it is wholly voluntary on the part of each of the employee and agency). Despite any other clause of this Enterprise Agreement, a decision by an employee or an agency to not consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review.
- 16.3.6 In this clause, "individual employee" means an employee:

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- 16.3.6.1 whose salary is not less than the equivalent of step 1 of ASO6 (irrespective of classification stream); or
- 16.3.6.2 who has not less than 10 years experience in the occupation or duties for which the employee is employed (whether gained within or outside the public sector); or
- 16.3.6.3 who is employed in a discrete function or occupation/profession for which personalised flexibility is considered both by the employee and the chief executive as being mutually beneficial.

# 17. RECLASSIFICATION DATE

17.1 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.

#### 18. TOIL AND FLEXI-TIME ACCRUALS

- 18.1 An employee who accrues:
- 18.1.1 Time off in lieu of the payment of overtime (TOIL) in accordance with the applicable Award or this Agreement; or
- 18.1.2 Flexi-time (as accrued through a "flexi-time arrangement") with the approval of management to meet workload demands,
  - a) Cannot lose that entitlement of accrued TOIL or flexi-time; and
  - b) Must take the entitlement of accrued TOIL or flexi-time in accordance with the following:
    - i. At a time agreed with the employer within 3 months of accrual; or
    - ii. With the agreement of the employer, may accrue up to 10 days TOIL or 10 days of such flexi-time in a financial year before being subject to a direction to take the time; or
  - iii. At a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 10 days TOIL or 10 days of such flexi-time.
- 18.2 Where an employee has been permitted to accrue TOIL or such flexi-time in excess of 10 days, the employee may apply to the employer to convert such TOIL or flexi-time (as applicable) into a payment at their ordinary rate of pay.

#### 19. MINIMUM HOURS OF ENGAGEMENT

- 19.1 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.
- 19.2 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.
- 19.3 Nothing in this clause affects the operation of clause 12 On-call/Recall, nor does this apply to an employee to whom Schedule 1.8 Interpreters and Translators applies.

#### 20. PUBLIC HOLIDAYS

#### LIMIT ON PUBLIC HOLIDAY WORK

20.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than 7 public holidays (not counting a 'part-day public holiday') in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

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#### PUBLIC HOLIDAYS - EMPLOYEES ROSTERED OVER 6 DAYS

- 20.2 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 (other than a 'part-day 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.
- 20.3 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.
- 20.4 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

- 20.5 This clause applies to employees to whom the SA Public Sector Salaried Employees Interim Award "Part 9 Special Conditions for Employees Employed as Correctional Officers" applies.
- 20.5.1 In relation to Clause 9.9 of the SAPSSEI Award, Appendix 7 prescribes arrangements for designating employees as "stood down" and thus not required to work on a particular public holiday (other than a 'part-day public holiday').

#### 21. MEAL BREAKS

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

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21.6 This clause does not replace the provisions of clause 9.5, Part 9 – Special Conditions for Employees Employed as Correctional Officers of the S.A. Public Sector Salaried Employees Interim Award.

#### 22. PERFORMANCE IMPROVEMENT

- 22.1 This Agreement recognises that the SA Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 22.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 22.3 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:
- 22.3.1 Facilitating ongoing improvements to service delivery and achievement of "best practice".
- 22.3.2 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.
- 22.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
- 22.3.4 Facilitating the achievement of an agency's performance goals and performance measures.
- 22.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
- 22.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
- 22.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 22.4 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 5 in relation to the implementation of any shared services initiatives.

# 23. MEDICAL SCIENTISTS – LEAVE

- 23.1 Clause 7.1.3 of the Medical Scientists (South Australian Public Sector) Award is to be read subject to the following:
- 23.1.1 An employee who:
- 23.1.1.1 Is a Toxicologist and is classified at MeS3 and above; or
- 23.1.1.2 After the commencement of this clause, becomes classified or is employed within the MeS classification stream at MeS3 and above.
- and is not required to perform out of hours work (other than in exceptional or emergency circumstances), is entitled to a grant of recreation leave as applies to Medical Scientists classified MeS2 and, if required to work out of hours in exceptional or emergency circumstances, is entitled to overtime applicable to Medical Scientists classified MeS2.

# 24. PAYMENT OF ADDITIONAL DUTIES

- 24.1 There is no minimum statutory requirement relating to the number of days that additional duties are to be performed in order for an employee to be paid an allowance for performing such duties, (i.e. a minimum of 5 days is not <u>required</u> to enable a payment to be made).
- 24.2. The following considerations are to be taken into account in determining whether an additional duties allowance is payable to an employee, and if so, what quantum of allowance is to be paid,

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- (a) an employee is entitled to be paid for the work value of the duties they are required to perform:
- (b) chief executives and delegates should consider each situation on a case-by-case basis having regard to the nature and responsibilities of the requisite duties, including whether or not the employee is required to exercise delegated authority;
- (c) a reasonable estimated work value of the additional (higher) duties required to be performed by the employee;
- (d) the extent to which some or all of the duties of an absent employee are being performed; are likely to be performed; or are shared or distributed amongst other employees;
- (e) if some or all of the relevant duties are performed in the absence of another employee, the difference in remuneration payable to that employee and the normal substantive remuneration payable to the person directed to perform the additional (higher) duties; and
- (f) the period during which the duties are to be performed.

#### 25. NO EXTRA CLAIMS

- 25.1 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).
- 25.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 25.3 Subject to this clause, the employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they (jointly and severally) will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.
- 25.4 A proposal or request for or to make a Workplace Flexibility Agreement or a Personal Flexibility Agreement will not be considered as a claim or extra claim.
- 25.4.1 A State Registered Association is not precluded from making application pursuant to relevant provisions of section 72B of the Fair Work Act 1994.

#### 26. CONSULTATIVE PROCESSES

- 26.1 The parties commit to the following consultative principles.
- 26.1.1 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. This includes consultation with the applicable Union whose members are affected.
- 26.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 26.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 26.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 26.1.5 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.
- In relation to significant issues of public sector wide reform, the CPSE will consult with the "SA Unions" (i.e. formerly known as the UTLC) in accordance with the above principles.

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#### 27. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

27.1 These procedures aim 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 avoiding interruption to work performance and service delivery.

#### **DISPUTE RESOLUTION**

- 27.1.1 If a dispute relates to a matter arising under this Enterprise Agreement, this clause sets out procedures to settle the dispute, provided that a dispute about workload will be dealt with in accordance with sub-clause 27.1.1.9.
- 27.1.1.1 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 27.1.1.2In the first instance, the parties to the dispute must try to resolve the dispute at the:
  - a) Workplace level by discussions between the employee/s and relevant supervisor/s and/or management ('workplace discussions'); or
  - b) Agency level by discussions between the employee/s and/or their representative and, if applicable, the agency's workforce management representative ('agency discussions'), while maintaining the *status quo* existing immediately prior to the dispute (unless a bona fide health and safety issue is involved).
- 27.1.1.3 If workplace or agency discussions (as applicable) do not resolve the dispute, a party to the dispute may refer the matter to the Industrial Relations Commission of South Australia (IRCSA).
- 27.1.1.4 The IRCSA may deal with the dispute in two stages:
  - i. The IRCSA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation about the dispute, its resolution and/or the *status quo*; and
  - ii. If the IRCSA is unable to resolve the dispute at the first stage, the IRCSA may then:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties to the dispute.
- 27.1.1.5 *Note:* If the IRCSA arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 1994*.
- 27.1.1.6 A decision that the IRCSA makes when arbitrating a dispute is agreed by the parties as being a determination for the purpose of Div 4 of Part 3 of Chapter 5 of the *Fair Work Act 1994*. Therefore, an appeal may be made against the decision.
- 27.1.1.7 While the parties are trying to resolve the dispute using the procedures in this clause:
  - an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - ii. an employee must comply with a direction given by the employer (or applicable agency) to perform other available work at the same workplace, or at another workplace, unless:
    - the work is not safe; or
    - applicable occupational health and safety legislation would not permit the work to be performed; or
    - the work is not appropriate for the employee to perform; or
    - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 27.1.1.8 The parties to the dispute agree to be bound by a decision made by the IRCSA in accordance with this clause.
- 27.1.1.9 A grievance or dispute concerning workload will be handled as follows:
  - i. The employee/s will notify their manager in writing of the workload issue/s.

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- ii. The manager should initiate discussion with the employee/s within 24 hours.
- iii. Should the matter not be resolved discussion should occur between the employee, employee's representative, the employee's manager and the relevant Director.
- iv. If the matter remains unresolved a record of the foregoing discussions shall be forwarded to the Chief Executive who may issue directions as to the issue/s.

#### **ENFORCEMENT**

27.1.2 If a Union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the Union may seek redress to the Industrial Relations Commission of South Australia in relation thereto.

#### 28. VARIATIONS

- 28.1 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.
- 28.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 28.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 28.3.1 Consistent application within a particular agency of clauses identified at Appendix 3: Saved Clauses.
- 28.3.2 The implementation of a Workplace Flexibility Agreement.
- 28.3.3 Any other agreed changes within the agency.
- 28.4 For the purposes of facilitating variations in respect of particular agency/ies 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:
- 28.4.1 Is in respect of a part of, or a clause in a part of, Appendix 3; 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
- 28.4.2 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
- 28.4.3 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.

#### 29. REVIEW

- 29.1 Residential Care Workers Review (DECD)
- 29.1.1 This clause only applies to employees in the Department for Education and Child Development (DECD) who are designated as "Residential Care Worker" and who are working in that department performing duties applicable to a Residential Care Worker.
- 29.1.1.1 The Chief Executive of the Department of Education and Child Development will complete his review of classification arrangements in relation to Residential Care Workers in conjunction with implementation of service delivery changes ("the Review").
- 29.1.1.2 Pending the outcome of the Review (including implementation of applicable service delivery changes), the Residential (Secure) Care Allowance described in Schedule 1.13C ("the Allowance") will continue to apply to Residential Care Workers in DECD who meet the criteria specified in that schedule.

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- 29.1.1.3 The Residential (Secure) Care Allowance will cease from the end of the applicable pay period that occurs immediately prior to the date of implementation of any classification outcome of the Review or confirmation by the Chief Executive, DECD that the Review has concluded and classification arrangements are confirmed ("the Cessation Date"). Such implementation may, at the discretion of the Chief Executive, DECD, be effected administratively by the CE, DECD or by making a Workplace Flexibility Agreement under this Enterprise Agreement.
- 29.1.1.4 Schedule 1.13C will cease to have any effect from the Cessation Date notwithstanding any other clause of this Enterprise Agreement and the Allowance described therein will likewise cease to be payable for any purpose whatsoever.
- 29.1.1.5 For the purposes of this clause, Residential Care Worker means staff who perform their duties within a DECD residential care house/s and provide the care, supervision and support of children and young people who are required to live in a residential care house/s.

#### 30. RENEGOTIATION

30.1 Negotiations for a new Enterprise Agreement may commence not earlier than six months prior to the nominal expiry date of this Enterprise Agreement.

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# 31. SIGNATORIES

Chief Executive, Department of the Premier and Cabinet (as the declared employer of the public employees pursuant to the Fair Work (General) Regulations 2009) and for and on behalf of the Chief Executive, Lotteries Commission of South Australia	Witness Signature
Name	Name
Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Inc	Witness Signature
Name	Name
Media, Entertainment and Arts Alliance	Witness Signature
Name	Name

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Ambulance Employees Association (as an employee agent)	Witness Signature
Name	Name
Australian Education Union (SA Branch) (as an employee agent)	Witness Signature
Name	Name
CEPU Electrical & Plumbing S.A. Branch (as an employee agent)	Witness Signature
Name	Name
Health Services Union (SA Branch) (as an employee agent)	Witness Signature
Name	Name

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Professionals Australia (as an employee agent)	Witness Signature
Name	Name
Psychologists Association of South Australia (as an employee agent)	Witness Signature
	Name

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#### APPENDIX 1: REDEPLOYMENT, RETRAINING AND REDUNDANCY

# **Policy Statement**

A modern public service works together with citizens, business and communities to deliver results for South Australia<sup>1</sup>.

- Public service employment and employees are high performing and adaptive to the evolving requirements of government and the public.
- As an employer of choice<sup>2</sup>, the public service provides opportunities and challenges to employees to adapt and develop; to deliver and serve; and to redeploy and retrain.
- This policy statement outlines how the SA Public Service will address "reasonable endeavours" as required by section 54 (2) of the *Public Sector Act 2009 (i.e. to find suitable employment)*.
- Note: work injured employees who are not able to carry out their normal duties as a result of compensable injury and therefore require alternative duties as part of a Rehabilitation and return to Work Plan are to be given priority consideration ahead of excess employees.

#### **Principles**

- The parties acknowledge the following principles that outline the core elements proposed for a redeployment, retraining and redundancy policy for the SA Public Sector. Implementation will be supported by a detailed practical Commissioner's Determination on managing excess employees.
- 2. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of a specific Commissioner's Guideline (<u>Management of Unsatisfactory Performance (Including Misconduct)</u>). This guideline will apply in the event that an employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
- 3. The SA Public Sector is a dynamic workplace with diversity of skills, capabilities and employees. This policy recognises this diversity and the challenges that the wider economic environment will place on the:
  - a. need for increased flexibility towards changing skills sets;
  - b. the retention of existing skills and capabilities over time; and
  - c. managing service delivery within available resources.
- 4. Public Sector agencies will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the state public service and, wherever possible, limit the use of term contract and labour hire staff.
- 5. Public Sector employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis<sup>3</sup> and become displaced as a result of restructuring ("declared excess employees") will engage in opportunities for retraining and redeployment.
- 6. The Commissioner for Public Sector Employment (CPSE) will establish a Committee to review, monitor and report on agency strategies.
- 7. Where an agency undertakes a restructure/reorganisation it will consult with employees/employee associations and actively case-manage an employee declared excess (refer to "responsibilities section").
- 8. An employee declared excess will be advised in writing to that effect: provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
- 9. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in the SA Public Sector after 12 months (since written advice of being declared excess), they may be separated with a suitable payment.
- 10. An employee who is placed in an ongoing or term/contract employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position.

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<sup>&</sup>lt;sup>1</sup> "A Modern Public Service – Building a Stronger South Australia" p2

<sup>&</sup>lt;sup>2</sup> s.5(5) Public Sector Act 2009

<sup>&</sup>lt;sup>3</sup> s.45(2)(a) Public Sector Act 2009

#### Responsibilities

#### 11. Commissioner for Public Sector Employment will:

- a. establish a Committee to review, monitor and report on agency strategies;
- b. consult with relevant employee associations about the process for management of excess employees;
- c. consult with relevant employee associations before the conclusion of the initial 12 months to evaluate the implementation of the new guideline; and
- d. provide an electronic jobs vacancy facility (e.g. JobsSA) to assist excess employees access suitable alternative roles in a more timely manner.

# 12. SA Public Sector agencies will:

- a. Ensure compliance with *The Public Sector Act 2009* and other applicable legislation; with applicable industrial instruments (enterprise agreements and awards) made under the *Fair Work Act 1994* and with relevant Commissioner's determinations or guidelines including:
  - i. Consult with employees and employee associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.
  - ii. Ensure that the use of term contract and labour hire staff is reduced wherever possible.
  - iii. Ensure available roles and vacancies are promoted/advertised and support employees to be redeployed.
  - iv. Actively case-manage excess employees to effectively assist in any transition to new roles including:
    - providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
    - provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, agencies or restructures; and
    - 3. adhere to voluntary separation arrangements<sup>4</sup> and/or release of an employee.
- b. Where an employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.
- c. The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.
- d. An agency that proposes to activate separation of an excess employee at the end of a 12-month period must be satisfied that it has met the requirements of sub-sections 54 (2) and (3) of the *Public Sector Act 2009*.

# 13. Public Sector Excess Employees

- a. Are responsible for actively adapting and developing their skills including:
  - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
  - ii. Co-operating with the current agency or an agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
  - iii. Work with an agency nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
  - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training)<sup>5</sup>.

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<sup>&</sup>lt;sup>4</sup> Treasurer's Budget Statement June 2014: TVSP 10 weeks plus 2 weeks payment per year of service to a maximum of 52 weeks.

b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a public sector employee.

# 14. Application of separation payments

- a. An applicable voluntary separation arrangement must be offered to an excess employee if they haven't been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).
- b. Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quanta of any future invitation to accept a separation package will be reduced:
  - i. Redeployment period more than 3 months and up to 6 months 50% reduction:
  - ii. Redeployment period greater than 6 months and up to 9 months 75% reduction.

A Chief Executive must notify the union/s, and at the same time the CPSE, at least three months prior the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

Where a significant number of employees are to be declared excess then the CPSE must be advised at the earliest opportunity.

This Appendix is to be read in conjunction with the Determination to be issued by the CPSE as referred to in Paragraph 1 above.

The parties to this Enterprise Agreement agree that a CPSE's Determination in relation to Redeployment, Retraining and Redundancy will apply to the parties bound as defined in Clause 4 of this Enterprise Agreement. Where an agency is not usually bound by a CPSE Determination it will adopt that as policy to apply to employees to be covered by this Enterprise Agreement.

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<sup>&</sup>lt;sup>5</sup> This is intended to be broadly considered: does the person have the skills and capabilities to perform the duties to a substantial extent (including with training). That is, there does not need to be direct match with all of the requirements of the role/position.

This includes any review, appeal and/or performance management process/es that may apply to the employee or that may be utilised by an agency.

# APPENDIX 2: PARITY SALARIES AND WAGES

SCHEDULE 1.1: ADMINISTRATIVE SERVICES STREAM

			First full pay	First full pay	First full pay
			period on or	period on or	period on or
			after	after	after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
ASO-1	17 years & under	\$24,314	\$24,921	\$25,544	\$26,183
	18 years	\$28,234	\$28,940	\$29,664	\$30,406
	19 years	\$32,156	\$32,960	\$33,784	\$34,629
	20 years	\$36,078	\$36,979	\$37,904	\$38,852
	1st year adult	\$39,215	\$40,195	\$41,200	\$42,230
	2nd year adult	\$40,209	\$41,214	\$42,244	\$43,300
	3rd year adult	\$41,299	\$42,331	\$43,389	\$44,474
	4th year adult	\$42,297	\$43,354	\$44,438	\$45,549
	5th year adult	\$43,292	\$44,374	\$45,483	\$46,620
	6th year adult	\$44,379	\$45,488	\$46,625	\$47,791
100 6		0.47.407	0.40.00=	<b>#</b> 40.570	<b>450.045</b>
ASO-2	1	\$47,187	\$48,367	\$49,576	\$50,815
	2	\$49,131	\$50,359	\$51,618	\$52,908
	3	\$51,075	\$52,352	\$53,661	\$55,003
1000		<b>A-10-0</b>	<b>A=0.000</b>	<b>^</b>	<b>A=</b> 0.404
ASO-3	1	\$54,956	\$56,330	\$57,738	\$59,181
	2	\$56,897	\$58,319	\$59,777	\$61,271
	3	\$58,843	\$60,314	\$61,822	\$63,368
100.4	4	<b>#</b> 00.000	<b>#04.070</b>	005.005	<b>407.005</b>
ASO-4	1	\$62,806	\$64,376	\$65,985	\$67,635
	2	\$64,258	\$65,864	\$67,511	\$69,199
	3	\$65,709	\$67,352	\$69,036	\$70,762
ASO-5	1	\$70,044	\$71,795	\$73,590	\$75,430
7.00 0	2	\$72,723	\$74,541	\$76,405	\$78,315
	3	\$75,596	\$77,486	\$79,423	\$81,409
	4	\$78,463	\$80,425	\$82,436	\$84,497
		ψ/ 0, 100	ψου, 120	ψοΣ, 100	ψο 1, 107
ASO-6	1	\$81,145	\$83,174	\$85,253	\$87,384
	2	\$83,632	\$85,723	\$87,866	\$90,063
	3	\$86,121	\$88,274	\$90,481	\$92,743
			,		
ASO-7	1	\$89,572	\$91,811	\$94,106	\$96,459
	2	\$92,183	\$94,488	\$96,850	\$99,271
	3	\$94,659	\$97,025	\$99,451	\$101,937
	4	\$97,230	\$99,661	\$102,153	\$104,707
			,	,	
ASO-8	1	\$100,943	\$103,467	\$106,054	\$108,705
	2	\$102,942	\$105,516	\$108,154	\$110,858
	3	\$104,944	\$107,568	\$110,257	\$113,013
	inistrative Services				
MAS 1	1	\$88,036	\$90,237	\$92,493	\$94,805
MAS 2	1	\$99,133	\$101,611	\$104,151	\$106,755
MAS 3	1	\$106,851	\$109,522	\$112,260	\$115,067

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SCHEDULE 1.2: ALLIED HEALTH PROFESSIONALS STREAM

			First full pay period on or after	First full pay period on or after	First full pay period on or after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
AHP-1	3 year degree	\$55,734	\$57,127	\$58,555	\$60,019
	4 year degree	\$58,268	\$59,725	\$61,218	\$62,748
	3rd	\$60,801	\$62,321	\$63,879	\$65,476
	4th	\$64,601	\$66,216	\$67,871	\$69,568
	5th	\$68,401	\$70,111	\$71,864	\$73,661
AHP-2	1st	\$72,201	\$74,006	\$75,856	\$77,752
	2nd	\$74,733	\$76,601	\$78,516	\$80,479
	3rd	\$77,585	\$79,525	\$81,513	\$83,551
	4th	\$80,435	\$82,446	\$84,507	\$86,620
	5th	\$83,601	\$85,691	\$87,833	\$90,029
AHP-3	1st	\$86,135	\$88,288	\$90,495	\$92,757
	2nd	\$88,669	\$90,886	\$93,158	\$95,487
	3rd	\$91,835	\$94,131	\$96,484	\$98,896
AHP-4	1st	\$95,001	\$97,376	\$99,810	\$102,305
	2nd	\$97,534	\$99,972	\$102,471	\$105,033
	3rd	\$100,386	\$102,896	\$105,468	\$108,105
	4th	\$103,867	\$106,464	\$109,126	\$111,854
AHP-5	1st	\$106,401	\$109,061	\$111,788	\$114,583
	2nd	\$108,933	\$111,656	\$114,447	\$117,308
	3rd	\$112,713	\$115,531	\$118,419	\$121,379
	4th	\$116,534	\$119,447	\$122,433	\$125,494
AHP-6		\$127,957	\$131,156	\$134,435	\$137,796

For the purposes of this Schedule: Allied Health Professionals Stream

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

		First full pay	First full pay	First full pay
Management		period on or	period on or after	period on or after
Allowance	Current	after 1/10/2014	1/10/2015	1/10/2016
	\$2,000	\$2,050	\$2,101	\$2,154

# SCHEDULE 1.2A: ENDORSED SUPERVISION TRAINING - PSYCHOLOGISTS

A psychologist who (a) provides formal confirmation to an agency that he/she is formally accredited and endorsed by the Psychologists Board of Australia (PBA) as an "approved supervisor" in respect of other psychologists; and (b) is required by the agency in which they are employed to perform "accredited supervision" of other public sector agency psychologists, will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the agency that he/she has met both of those two criteria.

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SCHEDULE 1.3: CFS OPERATION STAFF

		=:	I =:	I =:
		First full pay	First full pay	First full pay
		period on or	period on or	period on or
01 101 11		after	after	after
Classification	Current	1/10/2014	1/10/2015	1/10/2016
Level 1	\$45,467	\$46,604	\$47,769	\$48,963
	\$47,268	\$48,450	\$49,661	\$50,903
	\$49,067	\$50,294	\$51,551	\$52,840
Level 2	\$52,446	\$53,757	\$55,101	\$56,479
	\$55,170	\$56,549	\$57,963	\$59,412
	\$57,898	\$59,345	\$60,829	\$62,350
	\$60,332	\$61,840	\$63,386	\$64,971
Level 3	\$66,282	\$67,939	\$69,637	\$71,378
	\$68,149	\$69,853	\$71,599	\$73,389
	\$70,016	\$71,766	\$73,560	\$75,399
	\$71,885	\$73,682	\$75,524	\$77,412
Level 4	\$75,247	\$77,128	\$79,056	\$81,032
	\$77,112	\$79,040	\$81,016	\$83,041
	\$78,978	\$80,952	\$82,976	\$85,050
	\$80,847	\$82,868	\$84,940	\$87,064
Level 5	\$89,572	\$91,811	\$94,106	\$96,459
	\$92,183	\$94,488	\$96,850	\$99,271
	\$94,659	\$97,025	\$99,451	\$101,937
	\$97,230	\$99,661	\$102,153	\$104,707
Level 6	\$106,851	\$109,522	\$112,260	\$115,067

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SCHEDULE 1.4: COUNTRY ARTS TRUST

Classification	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Mechanical				
TEC 01	\$46,557	\$47,721	\$48,914	\$50,137
TEC 02	\$46,557	\$47,721	\$48,914	\$50,137
TEC 03	\$42,889	\$43,961	\$45,060	\$46,187
TEC 04	\$45,206	\$46,336	\$47,494	\$48,681
TEC 05	\$42,191	\$43,246	\$44,327	\$45,435
TEC 06	\$37,752	\$38,696	\$39,663	\$40,655
** A person in cla persons and is re prescribed for cla	esponsible to th	ne Head Mecha		
Lighting	040.557	0.47.704	<b>**</b>	050.407
TEC 07	\$46,557	\$47,721	\$48,914	\$50,137
TEC 08	\$42,191	\$43,246	\$44,327	\$45,435
TEC 09	\$45,525	\$46,663	\$47,830	\$49,026
Sound				
TEC 10	\$46,557	\$47,721	\$48,914	\$50,137
TEC 11	\$42,191	\$43,246	\$44,327	\$45,435
TEC 12	\$45,525	\$46,663	\$47,830	\$49,026
Scenic Artist				
TEC 13	\$47,932	\$49,130	\$50,358	\$51,617
TEC 14	\$42,191	\$43,246	\$44,327	\$45,435
Wardrobe				
TEC 15	\$47,932	\$49,130	\$50,358	\$51,617
TEC 16	\$43,306	\$44,389	\$45,499	\$46,636
TEC 17	\$36,560	\$37,474	\$38,411	\$39,371
TEC 18	\$36,560	\$37,474	\$38,411	\$39,371
Film Projection				
TEC 19	\$58,909	\$60,382	\$61,892	\$63,439
TEC 20	\$46,437	\$47,598	\$48,788	\$50,008
Stage Management				
STG 01	\$47,630	\$48,821	\$50,042	\$51,293
STG 02	\$40,429	\$41,440	\$42,476	\$43,538
			I -	1

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### **Country Arts Trust continued**

		First full	First full pay	First full pay
		pay period	period on or	period on or
		on or after	after	after
Classification	Current	1/10/2014	1/10/2015	1/10/2016
House				
Management				
HSE 01	\$46,927	\$48,100	\$49,303	\$50,536
HSE 02	\$36,240	\$37,146	\$38,075	\$39,027
HSE 03	\$36,240	\$37,146	\$38,075	\$39,027
HSE 04	\$36,240	\$37,146	\$38,075	\$39,027
HSE 05	\$36,709	\$37,627	\$38,568	\$39,532
HSE 06	\$36,240	\$37,146	\$38,075	\$39,027
HSE 07	\$37,145	\$38,074	\$39,026	\$40,002
HSE 08	\$35,952	\$36,851	\$37,772	\$38,716
HSE 09	\$36,240	\$37,146	\$38,075	\$39,027
HSE 10	\$38,508	\$39,471	\$40,458	\$41,469
HSE 11	\$37,943	\$38,892	\$39,864	\$40,861
HSE 12	\$40,723	\$41,741	\$42,785	\$43,855
HSE 13	\$36,240	\$37,146	\$38,075	\$39,027
HSE 14	\$36,240	\$37,146	\$38,075	\$39,027
HSE 15	\$36,240	\$37,146	\$38,075	\$39,027
HSE 16	\$36,786	\$37,706	\$38,649	\$39,615
HSE 17	\$39,217	\$40,197	\$41,202	\$42,232

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SCHEDULE 1.5: DENTAL OFFICERS

Classification	Inc.	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
DO-1	1	\$94,480	\$96,842	\$99,263	\$101,745
	2	\$99,793	\$102,288	\$104,845	\$107,466
	3	\$105,364	\$107,998	\$110,698	\$113,465
	4	\$110,935	\$113,708	\$116,551	\$119,465
	5	\$115,944	\$118,843	\$121,814	\$124,859
DO-2	1	\$123,503	\$126,591	\$129,756	\$133,000
	2	\$129,812	\$133,057	\$136,383	\$139,793
	3	\$136,110	\$139,513	\$143,001	\$146,576
DO-3	1	\$147,540	\$151,229	\$155,010	\$158,885
	2	\$152,463	\$156,275	\$160,182	\$164,187
DO-4		\$168,787	\$173,007	\$177,332	\$181,765
		· ·			
DO-5		\$179,968	\$184,467	\$189,079	\$193,806
DO-6		\$191,665	\$196,457	\$201,368	\$206,402

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SCHEDULE 1.6: GRANT FUNDED SCIENTISTS

			First full pay period on or after	First full pay period on or after	First full pay period on or after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
_	3 year				
GFSc1	degree	\$55,734	\$57,127	\$58,555	\$60,019
	4 year				
	degree	\$58,268	\$59,725	\$61,218	\$62,748
	3rd	\$60,801	\$62,321	\$63,879	\$65,476
	4th	\$64,601	\$66,216	\$67,871	\$69,568
	5th	\$68,401	\$70,111	\$71,864	\$73,661
GFSc2	1st	\$72,201	\$74,006	\$75,856	\$77,752
	2nd	\$74,733	\$76,601	\$78,516	\$80,479
	3rd	\$77,585	\$79,525	\$81,513	\$83,551
	4th	\$80,435	\$82,446	\$84,507	\$86,620
	5th	\$83,601	\$85,691	\$87,833	\$90,029
GFSc3	1st	\$86,135	\$88,288	\$90,495	\$92,757
	2nd	\$88,669	\$90,886	\$93,158	\$95,487
	3rd	\$91,835	\$94,131	\$96,484	\$98,896
GFSc4	1st	\$95,001	\$97,376	\$99,810	\$102,305
	2nd	\$97,534	\$99,972	\$102,471	\$105,033
	3rd	\$100,386	\$102,896	\$105,468	\$108,105
	4th	\$103,867	\$106,464	\$109,126	\$111,854
GFSc5	1st	\$106,401	\$109,061	\$111,788	\$114,583
	2nd	\$108,933	\$111,656	\$114,447	\$117,308
	3rd	\$112,713	\$115,531	\$118,419	\$121,379
	4th	\$116,534	\$119,447	\$122,433	\$125,494
GFSc6A		\$127,957	\$131,156	\$134,435	\$137,796
GFSc6B		\$137,386	\$140,821	\$144,342	\$147,951

For the purposes of this Schedule: Grant Funded Scientists:

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

		First full pay	First full pay	First full pay
Management		period on or after	period on or after	period on or after
Allowance	Current	1/10/2014	1/10/2015	1/10/2016
	\$2,000	\$2,050	\$2,101	\$2,154

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

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#### 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

		Minimu	ım Hire		Hourly Rate			
	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$66.00	\$67.60	\$69.30	\$71.00	\$33.00	\$33.80	\$34.60	\$35.50
Monday - Friday (6:00pm to 8:00am)	\$74.30	\$76.20	\$78.10	\$80.10	\$37.30	\$38.20	\$39.20	\$40.20
Saturday and Sunday	\$93.50	\$95.80	\$98.20	\$100.70	\$46.70	\$47.90	\$49.10	\$50.30
Public Holiday	\$148.60	\$152.30	\$156.10	\$160.00	\$74.20	\$76.10	\$78.00	\$79.90

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Other Interpreters

		Minimu	ım Hire	Γ	Hourly Rate			
	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$55.90	\$57.30	\$58.70	\$60.20	\$28.00	\$28.70	\$29.40	\$30.10
Monday - Friday (6:00pm to 8:00am)	\$63.00	\$64.60	\$66.20	\$67.90	\$31.50	\$32.30	\$33.10	\$33.90
Saturday and Sunday	\$79.40	\$81.40	\$83.40	\$85.50	\$39.60	\$40.60	\$41.60	\$42.60
Public Holiday	\$124.90	\$128.00	\$131.20	\$134.50	\$62.50	\$64.10	\$65.70	\$67.30

#### (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.

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### (vi) Rates of Pay for Telephone Interpreting Assignments

#### Interpreters Accredited at NAATI III

Rate for each 15 minutes or Part Thereof

	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$8.27	\$8.48	\$8.69	\$8.91
Monday - Friday (6:00pm to 8:00am)	\$9.29	\$9.52	\$9.76	\$10.00
Saturday and Sunday	\$11.70	\$11.99	\$12.29	\$12.60
Public Holiday	\$18.59	\$19.05	\$19.53	\$20.02

### Other Interpreters

Rate for each 15 minutes or part thereof

	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$7.01	\$7.19	\$7.37	\$7.55
Monday-Friday (6:00pm to 8:00am)	\$7.86	\$8.06	\$8.26	\$8.47
Saturday and Sunday	\$9.91	\$10.16	\$10.41	\$10.67
Public Holiday	\$15.76	\$16.15	\$16.55	\$16.96

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# (vii) <u>Business Interpreting\*\*</u> Interpreters Accredited at NAATI Level III

	Day pay rate (over 4 hours and up to 8 hours)			Half day per rate (up to 4 hours)				
	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$287.50	\$294.70	\$302.10	\$309.70	\$144.00	\$147.60	\$151.30	\$155.10
		Minimum pay	rate (2 hours)		Every additional 30 minutes or part thereof			
Monday - Friday (6:00pm to 8:00am)	\$107.50	\$107.50 \$110.20 \$113.00 \$115.80			\$27.10	\$27.80	\$28.50	\$29.20
Saturday, Sunday and Public Holiday	\$144.00	\$147.60	\$151.30	\$155.10	\$36.00	\$36.90	\$37.80	\$38.70

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

#### Other Interpreters

	Day pay rate (over 4 hours and up to 8 hours)			Half day per rate (up to 4 hours)				
	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016	Current	1st pp on or after 1/10/2014	1st pp on or after 1/10/2015	1st pp on or after 1/10/2016
Monday-Friday (8:00am to 6:00pm)	\$241.70	\$247.70	\$253.90	\$260.20	\$120.90	\$123.90	\$127.00	\$130.20
		Minimum pay	rate (2 hours)		Every additional 30 minutes or part thereof			
Monday - Friday (6:00pm to 8:00am)	\$90.70	\$93.00	\$95.30	\$97.70	\$22.70	\$23.30	\$23.90	\$24.50
Saturday, Sunday and Public Holiday	\$120.70	\$123.70	\$126.80	\$130.00	\$30.20	\$31.00	\$31.80	\$32.60

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

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

#### 2. <u>CASUAL TRANSLATORS</u>

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 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Text of up to 100 words	\$33.00	\$33.80	\$34.60	\$35.50
Text of more than 100 words	\$33.00 per 100	\$33.80 per 100	\$34.60 per 100	\$35.50 per 100
	w ords or part thereof	w ords or part thereof	w ords or part thereof	w ords or part thereof
Checking work (all languages)	\$14.90 for the first	\$15.30 for the first	\$15.70 for the first	\$16.10 for the first
	100 w ords or part	100 w ords or part	100 w ords or part	100 w ords or part
	thereof plus \$14.90	thereof plus \$15.30	thereof plus \$15.70	thereof plus \$16.10
	for each subsequent	for each subsequent	for each subsequent	for each subsequent
	100 w ord block or	100 w ord block or	100 w ord block or	100 w ord block or
	part thereof.	part thereof.	part thereof.	part thereof.

#### (ii) Other Translators

	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Text of up to 100 words	\$28.00	\$28.70	\$29.40	\$30.10
Text of more than 100 words	\$28.00 per 100	\$28.70 per 100	\$29.40 per 100	\$30.10 per 100
	w ords or part thereof	w ords or part thereof	w ords or part thereof	w ords or part thereof
Checking work (all languages)	\$12.60 for the first	\$12.90 for the first	\$13.20 for the first	\$13.50 for the first
	100 w ords or part	100 w ords or part	100 w ords or part	100 words or part
	thereof plus \$12.60	thereof plus \$12.90	thereof plus \$13.20	thereof plus \$13.50
	for each subsequent	for each subsequent	for each subsequent	for each subsequent
	100 w ord block or	100 w ord block or	100 w ord block or	100 word block or
	part thereof.	part thereof.	part thereof.	part thereof.

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Checking work as per Standard Languages.

#### **Other Translators**

	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Text of up to 100 words	\$42.00	\$43.00	\$44.10	\$45.20
Text of more than 100 words	\$42.00 per 100 w ords or part thereof	\$43.00 per 100 w ords or part thereof	\$44.10 per 100 w ords or part thereof	\$45.20 per 100 w ords or part thereof

#### 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 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016	r Current period on or period on or pe		First full pay period on or after 1/10/2016	
\$33.00	\$33.80	\$34.60	\$35.50	\$28.00	\$28.70	\$29.40	\$30.10

#### 4. TYPESETTING

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

Translators Accredited at NAATI III			Other Translators				
Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016	Current period on or period on or		First full pay period on or after 1/10/2016	
\$33.00	\$33.80	\$34.60	\$35.50	\$28.00	\$28.70	\$29.40	\$30.10

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#### 5. <u>EXTRACT TRANSLATIONS</u>

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 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Extract Translations up to 200 words	\$41.60	\$42.60	\$43.70	\$44.80

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SCHEDULE 1.8: LEGAL OFFICERS

			First full pay	First full pay	First full pay
			First full pay period on or	period on or	period on or
			after	after	after
Classification	Inc.	Current	1/10/2014	1/10/2015	1/10/2016
Olassification	1110.	Odifont	1/10/2014	1/10/2013	1/10/2010
LE1	1	\$55,936	\$57,334	\$58,767	\$60,236
	2		\$60,122		
		\$58,656		\$61,625	\$63,166
	3	\$61,653	\$63,194	\$64,774	\$66,393
	4	\$64,639	\$66,255	\$67,911	\$69,609
LE2	1	\$66,993	\$68,668	\$70,385	\$72,145
	2	\$69,995	\$71,745	\$73,539	\$75,377
	3	\$73,014	\$74,839	\$76,710	\$78,628
	4	\$76,026	\$77,927	\$79,875	\$81,872
LE3	1	\$78,072	\$80,024	\$82,025	\$84,076
	2	\$81,381	\$83,416	\$85,501	\$87,639
	3	\$84,680	\$86,797	\$88,967	\$91,191
LE4	1	\$98,688	\$101,155	\$103,684	\$106,276
	2	\$103,520	\$106,108	\$108,761	\$111,480
	3	\$108,353	\$111,062	\$113,839	\$116,685
LE 5	1	\$118,824	\$121,795	\$124,840	\$127,961
	2	\$123,657	\$126,748	\$129,917	\$133,165

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SCHEDULE 1.9: LEGAL OFFICERS - ATTORNEY GENERAL'S

			First full pay	First full pay	First full pay
			period on or	period on or	period on or
01 '6' 4'			after	after	after
Classification	Inc.	Current	1/10/2014	1/10/2015	1/10/2016
LEC1	1	\$58,730	\$60,198	\$61,703	\$63,246
	2	\$64,103	\$65,706	\$67,349	\$69,033
LEC2	1	\$70,948	\$72,722	\$74,540	\$76,404
	2	\$76,550	\$78,464	\$80,426	\$82,437
LEC3	1	\$84,023	\$86,124	\$88,277	\$90,484
	2	\$89,192	\$91,422	\$93,708	\$96,051
	3	\$92,905	\$95,228	\$97,609	\$100,049
LEC4	1	\$102,197	\$104,752	\$107,371	\$110,055
	2	\$107,772	\$110,466	\$113,228	\$116,059
	3	\$111,489	\$114,276	\$117,133	\$120,061
LEC5	1	\$120,779	\$123,798	\$126,893	\$130,065
	2	\$124,493	\$127,605	\$130,795	\$134,065
	3	\$128,213	\$131,418	\$134,703	\$138,071
	4	\$131,929	\$135,227	\$138,608	\$142,073

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#### SCHEDULE 1.10: LEGAL SERVICES COMMISSION

Classification	Increment	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
LSC-1	1st	\$58,730	\$60,198	\$61,703	\$63,246
	2nd	\$64,103	\$65,706	\$67,349	\$69,033
LSC-2	1st	\$70,948	\$72,722	\$74,540	\$76,404
	2nd	\$76,550	\$78,464	\$80,426	\$82,437
LSC-3	1st	\$84,023	\$86,124	\$88,277	\$90,484
100 3	2nd	\$89,192	\$91,422	\$93,708	\$96,051
	3rd	\$92,905	\$95,228	\$97,609	\$100,049
LSC-4	1st	\$102,197	\$104,752	\$107,371	\$110,055
	2nd	\$107,772	\$110,466	\$113,228	\$116,059
	3rd	\$111,489	\$114,276	\$117,133	\$120,061
		<b>*</b> * * * * * * * * * * * * * * * * * *	<b>*</b> 4 0 0 <b>-</b> 0 0	<b>*</b>	<b>4.00.00</b>
LSC-5	1st	\$120,779	\$123,798	\$126,893	\$130,065
	2nd	\$124,493	\$127,605	\$130,795	\$134,065
	3rd	\$128,213	\$131,418	\$134,703	\$138,071
	4th	\$131,929	\$135,227	\$138,608	\$142,073
MANAGERS	<u> </u>				
LSM-1		\$115,206	\$118,086	\$121,038	\$124,064
LSM-2		\$130,068	\$133,320	\$136,653	\$140,069

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#### **SCHEDULE 1.11: MEDICAL SCIENTISTS**

Classification	la avamant	Current	First full pay period on or after	First full pay period on or after	First full pay period on or after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
	3 year				
MeS1	degree	\$55,734	\$57,127	\$58,555	\$60,019
	4 year	φοσ,τοι	ψοι,ι_ι	φοσ,σοσ	ψοσ,στο
	degree	\$58,268	\$59,725	\$61,218	\$62,748
	3rd	\$60,801	\$62,321	\$63,879	\$65,476
	4th	\$64,601	\$66,216	\$67,871	\$69,568
	5th	\$68,401	\$70,111	\$71,864	\$73,661
MeS2	1st	\$72,201	\$74,006	\$75,856	\$77,752
	2nd	\$74,733	\$76,601	\$78,516	\$80,479
	3rd	\$77,585	\$79,525	\$81,513	\$83,551
	4th	\$80,435	\$82,446	\$84,507	\$86,620
	5th	\$83,601	\$85,691	\$87,833	\$90,029
scientific exce	llence	\$90,183	\$92,438	\$94,749	\$97,118
MeS3	1st	\$86,135	\$88,288	\$90,495	\$92,757
	2nd	\$88,669	\$90,886	\$93,158	\$95,487
	3rd	\$91,835	\$94,131	\$96,484	\$98,896
scientific exce	llence	\$97,081	\$99,508	\$101,996	\$104,546
MeS4	1st	\$95,001	\$97,376	\$99,810	\$102,305
	2nd	\$97,534	\$99,972	\$102,471	\$105,033
	3rd	\$100,386	\$102,896	\$105,468	\$108,105
	4th	\$103,867	\$106,464	\$109,126	\$111,854
scientific exce	llence	\$110,092	\$112,844	\$115,665	\$118,557
					·
MeS5	1st	\$106,401	\$109,061	\$111,788	\$114,583
	2nd	\$108,933	\$111,656	\$114,447	\$117,308
	3rd	\$112,713	\$115,531	\$118,419	\$121,379
	4th	\$116,534	\$119,447	\$122,433	\$125,494
		,			,
scientific exce	llence	\$122,633	\$125,699	\$128,841	\$132,062
		, , , , , , , , , , , ,	, , , , , , , , , , , , ,	, ,-	. ,
MeS6A		\$127,957	\$131,156	\$134,435	\$137,796
MeS6B		\$137,386	\$140,821	\$144,342	\$147,951

For the purposes of this Schedule: Medical Scientists:

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

		First full pay	First full pay	First full pay
Management		period on or after	period on or after	period on or after
Allowance	Current	1/10/2014	1/10/2015	1/10/2016
	\$2,000	\$2,050	\$2,101	\$2,154

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#### SCHEDULE 1.12: MODELS

Classification	Current (Per Hour)	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Draped	\$25.80	\$26.40	\$27.10	\$27.80
Undraped	\$29.90	\$30.60	\$31.40	\$32.20

#### SCHEDULE 1.13: OPERATIONAL SERVICES STREAM

			First full pay	First full pay	First full pay
			period on or	period on or	period on or
			after	after	after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
OPS-1	17 years & under	\$23,806	\$24,401	\$25,011	\$25,637
	18 years	\$27,646	\$28,337	\$29,046	\$29,772
	19 years	\$31,485	\$32,273	\$33,080	\$33,907
	20 years	\$35,326	\$36,208	\$37,114	\$38,042
	1st year adult	\$38,397	\$39,357	\$40,341	\$41,350
	2nd year adult	\$40,209	\$41,214	\$42,244	\$43,300
	3rd year adult	\$41,299	\$42,331	\$43,389	\$44,474
	4th year adult	\$42,297	\$43,354	\$44,438	\$45,549
	5th year adult	\$43,292	\$44,374	\$45,483	\$46,620
	6th year adult	\$44,379	\$45,488	\$46,625	\$47,791
000 0	4	Φ 4.7. 4.0.7	<b>#</b> 40.007	<b>#</b> 40.570	Φ50.045
OPS-2	1	\$47,187	\$48,367	\$49,576	\$50,815
	2	\$49,131	\$50,359	\$51,618	\$52,908
	3	\$51,075	\$52,352	\$53,661	\$55,003
OPS-3	1	\$54,956	\$56,330	\$57,738	\$59,181
	2	\$56,897	\$58,319	\$59,777	\$61,271
	3	\$58,843	\$60,314	\$61,822	\$63,368
OPS-4	1	\$62,806	\$64,376	\$65,985	\$67,635
OF 3-4	2	\$64,258	\$65,864	\$67,511	\$69,199
	3	\$65,709	\$67,352	\$69,036	\$70,762
		ψου, του	ψοί,002	Ψου,σου	ψ10,102
OPS-5	1	\$67,365	\$69,049	\$70,775	\$72,544
	2	\$69,564	\$71,303	\$73,086	\$74,913
	3	\$71,766	\$73,560	\$75,399	\$77,284
ODS 6	1	¢74.057	¢76 112	\$79.046	\$70.066
OPS-6		\$74,257	\$76,113	\$78,016	\$79,966
	2	\$76,362	\$78,271	\$80,228	\$82,234
	3	\$78,463	\$80,425	\$82,436	\$84,497
OPS-7	1	\$81,145	\$83,174	\$85,253	\$87,384
	2	\$83,632	\$85,723	\$87,866	\$90,063
	3	\$86,121	\$88,274	\$90,481	\$92,743

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#### SCHEDULE 1.13A: CORRECTIONAL INDUSTRY OFFICER ALLOWANCE

- 1.1 This Schedule is only applicable to those Correctional Industry Officers who are classified in accordance with the Operational Services (OPS) stream only. A Correctional Industry Officer Allowance will not be paid to an employee who is classified as a Correctional Officer in accordance with Appendix 7 of this Enterprise Agreement.
- 1.2 Subject to this schedule, an allowance (payable fortnightly and for all purposes) is payable to an OPS-2; OPS-3 or OPS-4 Correctional Industry Officer, who occupies a position of Correctional Industry Officer, (OPS-2; OPS-3, OPS-4) in an institution (i.e. a prison) and meets the following criteria;
  - a) OPS-2: has had not less than 3 years at the applicable top increment;
  - b) OPS-3 and OPS-4: has had not less than 6 years continuous service (excluding any periods of leave without pay) as a Correctional Industry Officer or Correctional Officer;

And has been assessed as meeting the following Assessment Criteria:

- Has a trade or post trade qualification relevant to their position or has assessed as having equivalent knowledge having regard to their experience; and
- d) 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.
- 1.3 The allowance will only be payable while the relevant officer occupies a position of 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).
- 1.4 This allowance is not payable for more than one position (i.e. no officer can receive more than one "OPS2, OPS3 and OPS4 Correctional Industry Officer Allowance" under this Schedule).

Correctional Industry Officer	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Allowance (per annum)	\$1,854	\$1,900	\$1,948	\$1,997

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#### SCHEDULE 1.13B: SECURE TRAINING CENTRE ALLOWANCE

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

Secure Training Centre Allowance (per annum)	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
	\$1,854	\$1,900	\$1,948	\$1,997

#### SCHEDULE 1.13C: RESIDENTIAL (SECURE) CARE ALLOWANCE

- 1.1 A Residential (Secure) Care Allowance in accordance with clause 29.1.1 is payable of \$ per annum, operative from the first full pay period commencing on or after 1 October 2014 (fortnightly in arrears and for all purposes) to Residential Care Workers (Operational Services Stream classifications (OPS)) employed by the Department for Education and Child Development (DECD) and perform their duties within a DECD residential care house/s; provide for the care, supervision and support of children and young people required to live in a residential care house; and who meet the following criteria:
  - a). Has had not less than 6 years service (excluding any periods of leave without pay) as a Residential Care Worker within an agency; and
  - b). Demonstrates and promotes the core values of providing a safe, secure and supported environment for young people who are required to reside in residential care houses operated by DECD.
- 1.2 The Allowance will only be payable while the relevant Residential Care Worker (as above) has a set of duties designated as 'residential care worker' in the Operational Services Stream (i.e. classification) in DECD, Families SA, or such an employee is directed or requested to undertake a secondment at their substantive level, or temporarily act in another position at their substantive level, for not more than 6 months (or for such longer period as may be approved by the Chief Executive, DECD).
- 1.3 This Allowance is not payable for more than one position or set of duties (i.e. no Residential Care Worker can receive more than one Allowance under this Schedule).
- 1.4 This Schedule 1.13C is intended to only have an interim effect and will cease to have any effect from the Cessation Date (as described in clause 29.1 of this Enterprise Agreement) and the Allowance described herein will cease to be payable for any purpose whatsoever.

Residential (Secure) Care	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Allowance (per annum)	\$1,854	\$1,900	\$1,948	\$1,997

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#### SCHEDULE 1.13D: ALLOWANCES, OPERATION OF

1.1 For the purposes of this Schedule 1.13: Operational Services Stream, an employee can only be in receipt of one or other Allowance of the foregoing allowances at any time and no employee can be entitled at any time to both an allowance in this schedule and a new or revised classification structure to come into effect in accordance with this Enterprise Agreement.

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#### SCHEDULE 1.14: CORRECTIONAL OFFICERS

			First full pay	First full pay	First full pay
			period on or	period on or	period on or
			after	after	after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
CO-1	17 years & under	\$23,806	\$24,401	\$25,011	\$25,637
	18 years	\$27,646	\$28,337	\$29,046	\$29,772
	19 years	\$31,486	\$32,273	\$33,080	\$33,907
	20 years	\$35,325	\$36,208	\$37,114	\$38,042
	1st year adult	\$38,397	\$39,357	\$40,341	\$41,350
	2nd year adult	\$40,209	\$41,214	\$42,244	\$43,300
	3rd year adult	\$41,299	\$42,331	\$43,389	\$44,474
	4th year adult	\$42,297	\$43,354	\$44,438	\$45,549
	5th year adult	\$43,292	\$44,374	\$45,483	\$46,620
	6th year adult	\$44,379	\$45,488	\$46,625	\$47,791
CO-2	1	\$47,187	\$48,367	\$49,576	\$50,815
	2	\$49,131	\$50,359	\$51,618	\$52,908
	3	\$51,075	\$52,352	\$53,661	\$55,003
	4	\$53,186	\$54,516	\$55,879	\$57,276
CO-3	1	\$55,677	\$57,069	\$58,496	\$59,958
	2	\$57,072	\$58,499	\$59,961	\$61,460
	3	\$58,931	\$60,404	\$61,914	\$63,462
	4	\$60,954	\$62,478	\$64,040	\$65,641
CO-4	1	\$63,064	\$64,641	\$66,257	\$67,913
	2	\$64,660	\$66,277	\$67,934	\$69,632
	3	\$66,224	\$67,880	\$69,577	\$71,316
	4	\$67,820	\$69,516	\$71,254	\$73,035
CO-5	1	\$68,487	\$70,199	\$71,954	\$73,753
	2	\$69,564	\$71,303	\$73,086	\$74,913
	3	\$71,766	\$73,560	\$75,399	\$77,284
	4	\$73,620	\$75,461	\$77,348	\$79,282
CO-6	1	\$74,257	\$76,113	\$78,016	\$79,966
	2	\$76,362	\$78,271	\$80,228	\$82,234
	3	\$78,463	\$80,425	\$82,436	\$84,497
	4	\$80,317	\$82,325	\$84,383	\$86,493
CO-7	1	\$81,145	\$83,174	\$85,253	\$87,384
	2	\$83,632	\$85,723	\$87,866	\$90,063
	3	\$86,121	\$88,274	\$90,481	\$92,743
	4	\$87,975	\$90,174	\$92,428	\$94,739

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SCHEDULE 1.15: PROFESSIONAL OFFICERS STREAM

Classification	Increment	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
PO-1	3 year degree	\$55,734	\$57,127	\$58,555	\$60,019
	4 year degree	\$58,268	\$59,725	\$61,218	\$62,748
	3rd	\$60,801	\$62,321	\$63,879	\$65,476
	4th	\$64,601	\$66,216	\$67,871	\$69,568
	5th	\$68,401	\$70,111	\$71,864	\$73,661
PO-2	1st	\$72,201	\$74,006	\$75,856	\$77,752
	2nd	\$74,733	\$76,601	\$78,516	\$80,479
	3rd	\$77,585	\$79,525	\$81,513	\$83,551
	4th	\$80,435	\$82,446	\$84,507	\$86,620
PO-3	1st	\$83,601	\$85,691	\$87,833	\$90,029
	2nd	\$86,135	\$88,288	\$90,495	\$92,757
	3rd	\$88,669	\$90,886	\$93,158	\$95,487
PO-4	1st	¢04.025	\$04.424	¢06.494	\$00.00C
PU-4		\$91,835	\$94,131	\$96,484	\$98,896
	2nd	\$95,001	\$97,376	\$99,810	\$102,305
	3rd	\$97,534	\$99,972	\$102,471	\$105,033
	4th	\$100,386	\$102,896	\$105,468	\$108,105
PO-5	1st	\$103,867	\$106,464	\$109,126	\$111,854
-	2nd	\$106,401	\$109,061	\$111,788	\$114,583
	3rd	\$108,933	\$111,656	\$114,447	\$117,308
PO-6		\$116,534	\$119,447	\$122,433	\$125,494

For the purposes of this Schedule: Professional Officers Stream

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

		First full pay	First full pay	First full pay
Management		period on or	period on or after	period on or after
Allowance	Current	after 1/10/2014	1/10/2015	1/10/2016
	\$2,000	\$2,050	\$2,101	\$2,154

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SCHEDULE 1.16: TECHNICAL SERVICES STREAM

			First full pay period on or after	First full pay period on or after	First full pay period on or after
Classification	Increment	Current	1/10/2014	1/10/2015	1/10/2016
TGO-0	16 voore 9 under	\$20,626	\$21,142	\$21,670	\$22,212
160-0	16 years & under				
	17 years	\$24,592	\$25,208	\$25,838	\$26,484
	18 years	\$28,560	\$29,274	\$30,005	\$30,756
	19 years	\$32,526	\$33,340	\$34,173	\$35,027
	20 years	\$36,493	\$37,405	\$38,340	\$39,299
	1st year adult	\$39,666	\$40,658	\$41,674	\$42,716
	2nd year adult	\$40,864	\$41,886	\$42,933	\$44,006
	3rd year adult	\$42,224	\$43,280	\$44,362	\$45,471
	4th year adult	\$43,566	\$44,655	\$45,771	\$46,915
	5th year adult	\$44,884	\$46,006	\$47,156	\$48,335
	6th year adult	\$46,116	\$47,269	\$48,451	\$49,662
	7th year adult	\$47,632	\$48,823	\$50,044	\$51,295
	8th year adult	\$49,166	\$50,395	\$51,655	\$52,946
	9th year adult	\$50,705	\$51,973	\$53,272	\$54,604
TGO-1	18 years	\$39,049	\$40,025	\$41,026	\$42,052
	19 years	\$40,845	\$41,866	\$42,913	\$43,986
	20 years	\$42,641	\$43,707	\$44,800	\$45,920
	1st year adult	\$44,884	\$46,006	\$47,156	\$48,335
	2nd year adult	\$46,116	\$47,269	\$48,451	\$49,662
	3rd year adult	\$47,632	\$48,823	\$50,044	\$51,295
	4th year adult	\$49,166	\$50,395	\$51,655	\$52,946
	5th year adult	\$50,705	\$51,973	\$53,272	\$52,940
	6th year adult	\$50,705	\$53,542	\$54,881	\$56,253
	•				
	7th year adult	\$53,792	\$55,137	\$56,515	\$57,928
	8th year adult	\$55,540	\$56,929	\$58,352	\$59,811
	9th year adult	\$57,093	\$58,520	\$59,983	\$61,483
TGO-2	1	\$61,650	\$63,191	\$64,771	\$66,390
	2	\$63,677	\$65,269	\$66,901	\$68,574
	3	\$65,709	\$67,352	\$69,036	\$70,762
TCO 2	1	¢60 006	\$70.619	¢72 202	\$74.102
TGO-3	2	\$68,896	\$70,618	\$72,383	\$74,193
		\$70,808	\$72,578	\$74,392	\$76,252
	3	\$72,723	\$74,541	\$76,405	\$78,315
TGO-4	1	\$74,830	\$76,701	\$78,619	\$80,584
	2	\$76,646	\$78,562	\$80,526	\$82,539
	3	\$78,463	\$80,425	\$82,436	\$84,497
TCO 5	1	¢01 1/1E	\$02.47 <i>A</i>	¢95.252	\$07.20 <i>A</i>
TGO-5	1	\$81,145	\$83,174	\$85,253	\$87,384
	2	\$83,632	\$85,723	\$87,866	\$90,063
	3	\$86,121	\$88,274	\$90,481	\$92,743

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#### SCHEDULE 1.17: VISITING DENTAL STAFF AGREEMENT

	Current	First full pay period on or after	First full pay period on or after	First full pay period on or after
Classification	(Per Hour)	1/10/2014	1/10/2015	1/10/2016
DOV-1	\$146.00	\$149.60	\$153.30	\$157.10
DOV-2	\$161.80	\$165.80	\$169.90	\$174.10
DOV-3	\$182.00	\$186.50	\$191.20	\$196.00

#### **SCHEDULE 1.18: VISITING PODIATRISTS**

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

Classification	Current	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
Up to 3 years relevant experience since qual.	\$147.20	\$150.90	\$154.70	\$158.60
More than 3 years relevant experience since qual.	\$193.90	\$198.70	\$203.70	\$208.80

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#### **APPENDIX 3: SAVED CLAUSES**

### Appendix 3.1 SafeWork SA Division (now employees in the Attorney-General's Department)

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.

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## Appendix 3.2 State Aboriginal Affairs Division Agreement (now known as "Aboriginal Affairs and Reconciliation" in the Department of State Development)

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#### 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.

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#### Appendix 3.3 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.

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- Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employees and/or their representatives.
- Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.
- 8.10 These procedures are designed to achieve a joint commitment to, and consensus about, organisational change following full consultation before implementation of significant change.
- 8.11 If consensus cannot be reached about proposed changes to work practices, structures or conditions (including changes involving reducing staff numbers), the procedures for preventing and settling industrial disputes set out in this Agreement apply.

#### Carer's Leave

#### Use of sick leave accruals

- 9.1 Carer's Leave as provided for in the Agreement may be accessed as carer's leave by an employee in respect of an absence from work due to the employee accompanying a family member to a medical, dental or other health related consultation.
- 9.2 A person will be regarded as a family member if, for example, the person is:
  - A child of, or in the care of, the employee or of the employee's spouse or putative spouse; or
  - A spouse or putative spouse of the employee; or
  - A parent or grandparent of the employee or the employee's spouse or putative spouse; or
  - A brother or sister of the employee; or
  - A person who is a member of the employee's household; or
  - A person with whom the employee has a close personal relationship.

Step relationships should be treated in the same way as blood relationships.

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

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#### Appendix 3.4 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);
  - 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.
- 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.

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#### Appendix 3.5 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.

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#### Appendix 3.6 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

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#### Appendix 3.7 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.

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

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

#### Hours Worked

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

#### **Credit Hours**

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

#### **Debit Hours**

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

#### Time Off

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

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

#### (2) Overtime

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

#### Overtime Reduction

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

#### Time Off in Lieu

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

#### Special Arrangements

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

#### (2) Leave Loading

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

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

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#### **Appendix 3.8 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 3.9 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.

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#### **Appendix 3.10 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 fourweek 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.

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#### Appendix 3.11 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 3.12 Carclew Incorporated**

Clause 19. Conditions of Employment

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

#### 19.1.1 Hours of Duty

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

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

#### **Appendix 3.13 Country Arts Trust**

Clause 20. Conditions of Employment

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

#### 20.1.1 Hours of Duty

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

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

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#### **Appendix 3.14 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.

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#### Appendix 3.15 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.

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## **APPENDIX 4: WORKPLACE FLEXIBILITY AGREEMENTS**

## Appendix 4.1 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.

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## Appendix 4.2 Special Conditions for Employees Employed as Traffic Management Centre Operators, Department for Transport, Energy and Infrastructure (DTEI)

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

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

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

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

#### **DEFINITIONS**

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

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

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

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

## 1. Hours of Work

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

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## 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.

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## Appendix 4.3 - SA Health - Special conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate

## Scope and Persons Bound

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

## **Objects**

The objects of this WFA are to:

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

## Hours of work and overtime

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

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

### Crib Break

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

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

## **Date of Operation**

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

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

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## Appendix 4.4 - Department of Environment and Natural Resources

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

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

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

## Conditions of Employment

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

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

## **DEFINITIONS**

- "Accommodation" for the purposes of fire fighting "accommodation" is defined as a commercial hotel/motel/guest/boarding house, caravan park or government owned quarters, cubicles, camps or premises including base and remote camps.
- "Air Observer" is an employee responsible for collating aerial observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident Management Team**.
- "Assembly point" is a pre-arranged meeting point at which **employees** will assemble prior to a **deployment** at a time specified by the **employer** eg airport, road junction, town location. (This will generally be at a point that is convenient to and reduces travel requirements for the **employee**).
- "Award" is either the S.A. Public Sector Salaried Employees Interim Award, South Australian Government Services Award or the South Australian Government Civil Construction and Maintenance Award (whichever is relevant).
- "Basic Fire Fighter" is an employee responsible for undertaking works associated with implementing a fire incident management strategy.
- "Crew Leader" is an employee responsible for leading a group of Basic Fire Fighters (generally up to five) to implement on-ground works associated with a fire incident management strategy.
- "Consecutive Shifts" are those that follow each other despite there being an eight hour break between one shift and the next.
- "Day" is the time between midnight of one day and midnight the following day.
- "Department" is the Department of Environment and Natural Resources (DENR).

## "Dependant" is:

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

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- Any other person who is dependent on the employee's care.
- "Deployment" is comprised of two (2) or more consecutive shifts and which may involve relocating to a temporary workplace. Deployments may extend for up to seven (7) consecutive days, which might typically consist of up to five (5) consecutive day or night shifts and two (2) days travel time to and from the incident if relocated to a temporary workplace, or, seven (7) day or night shifts if deployed from the employee's normal workplace, or, as authorised by the Incident Controller. An international deployment may extend up to thirty-five (35) consecutive days and consist of up to two (2) deployments of fourteen (14) consecutive shifts.
- "Divisional Commander" is an employee who is under the direction of an Operations Officer and who is responsible for managing a sector or number of sectors to which specific work tasks associated with implementing incident management strategies are allocated.
- **"Duty Officer"** is an **employee** responsible for initiating and coordinating DENR's response to a fire **incident**.
- **Employee** includes all persons permanently or temporarily employed by the Department of Environment and Natural Resources including those on a term or casual contract.
- "Employer" is the Department of Environment and Natural Resources (DENR).
- "Emergency Period" is the period of time from when a bush fire is reported to the employer until midday the following day, which allows the employer an opportunity to organise the necessary resources.
- "Ground Observer" is an employee responsible for gathering ground observation intelligence and transferring this information onto maps and providing situation summaries to the **Incident**Management Team.
- "Home" is the place of usual abode.
- "Incident" is an unscheduled bushfire event requiring emergency response and suppression activities (N.B. Does not include prescribed burning operations).
- "Incident Management Team" is a group of incident management personnel comprising the Incident Controller, and personnel appointed to be responsible for the functions of planning, operations and logistics associated with developing and managing the implementation of incident management strategies.
- "Incident Controller" is a person responsible for the management of all incident control functions and activities across a whole incident.
- "Incident Duties" are all tasks associated with implementing or undertaking incident management strategies from when an **incident** is reported until declared **safe** by the **Incident Controller**. Duties may include, but are not limited to: initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol, recovery and rehabilitation, and may involve office duties or field work, either locally or remotely.
- "Incident Responsibility Rate" is the classification level and pay rate an employer may assign an employee to during an incident to perform assigned incident duties. Employees will be paid at the assigned incident responsibility rate or their normal rate of pay whichever is the greater.
- "Information Officer" is an employee responsible for accurate and regular flow of information approved by the Incident Controller both within the incident management structure and to relevant parties external to the incident including media, communities and relevant agencies/stakeholders.
- "Liaison Officer" is an employee responsible for representing and communicating DENR's interests during multi-agency response incidents.
- "Logistics Officer" is an employee responsible for managing the provision of facilities, services, and materials in support of the incident.

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- "Management Support Unit Officer" is an employee responsible for managing the provision of administrative support for the incident.
- "Monday to Friday Workers" are employees whose ordinary hours of work occur on weekdays.
- "Normal workplace" is the location where an employee normally commences and finishes work.
- "Normal Rate of Pay" is the pay being received by the employee for their ordinary hours of work prior to the incident and not the incident responsibility rates as outlined in Clause 17.1 of this Workplace Flexibility Agreement.
- "On Call" is where an **employee** is expected to be contactable and available for recall to duty outside of **ordinary hours** as determined by the **employer** for which an allowance is paid. Refer Clause 6.9 "On Call and Recall to Duty" of the *South Australian Government Services Award* or the *South Australian Government Civil Construction and Maintenance Award* and Clause 10 of the *South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010* or Clause 5.3.3 "On Call Allowance" of the SAPSSEI Award and Clause 12 of the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010*.
- "Operations Officer" is an employee responsible for the management of all operations and resources allocated to the operations Section to resolve the **incident**.
- "Ordinary hours" are those hours which the **employee** is normally expected to work and consist of seven and one-half (7.5) hours per day for **employees** whose ordinary weekly hours are 37.5, and seven and six-tenths (7.6) hours per day for **employees** whose ordinary weekly hours are 38.
- "Ordinary Rostered Hours" are those hours applicable to Ranger staff that are rostered on weekends and public holidays.
- "Planning Officer" is an employee responsible for managing the Planning Unit within the Incident Management Team and collation of information to support the incident and development of Incident Action Plans.
- "Prescribed over time rates" are as per current Awards i.e. S.A. Public Sector Salaried Employees Interim Award, South Australian Government Services Award or the South Australian Government Civil Construction and Maintenance Award (whichever is relevant). Refer to Clause 6.1.6.2 of the SAPSSEI Award
- "Programmed Day Off" is a paid day/s off, except those days that are taken as approved leave or time off in lieu.
- "Recall to Duty" is where an employee is recalled to work necessitating their attendance at the normal workplace, temporary workplace, or assembly point outside of ordinary hours as directed by the employer for which prescribed overtime rates will be paid. Refer Clause 12 "On Call/Recall" of the South Australian (Salaried) Wages Parity Enterprise Agreement 2010 and Clause 10 of the South Australian Government Wages parity (Weekly Paid) Enterprise Agreement 2010.
- "Resource Officer" is an employee who reports to the Planning Officer and is responsible for the capture and management of information regarding the status of resources allocated to an incident.
- "Rostered Day Off" is the day/s of the week that an **employee** is not required to work and is not paid. Days that are taken as approved leave, flexitime, or time off in lieu are not rostered days off.
- "Safe" is when an incident requires no further operational activity and is deemed safe by the Incident Controller.
- "Sector Commander" is an employee who is responsible for managing operations within a defined area of a division or having a specific functional responsibility.
- "Shift" may be 'day' or 'night' and except during a prescribed emergency period, will generally be up to twelve (12) hours but not to exceed fourteen (14) hours. During an emergency period, the initial shift may be up to, but not exceed twenty-four (24) hours. (The intention of this provision is to

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- allow the **employer** flexibility and time to assemble and deploy resources, or, unforeseeable worsening of the **incident**, or, delayed arrival of new crews).
- "Situation Officer" is an employee who is responsible for monitoring and predicting the incident's behaviour, preparing alternative strategies and identifying the risks and likely outcomes associated with each.
- "Staging Area Manager" is an employee responsible for the management and preparation of resources for allocation to an **incident** and may include the provision of welfare and equipment maintenance facilities.
- "Standby" is where an **employee** is directed and paid by the **employer** to be available for immediate **recall to duty** both during and/or outside **ordinary hours**. The **employer** will determine the hours and location (i.e. normal workplace or **temporary workplace**) where the **employee** is to **standby**.
- "Strike Team Leader" is an employee responsible for leading and managing a number of resources (multiple tankers or equipment and crews) associated with an incident management strategy.
- "Temporary Workplace" is an alternative workplace where employees may be required to standby or commence or finish incident duties during an incident.

#### 1. INCIDENT CONDITIONS

- 1.1 The following conditions apply in circumstances where an **employee** has either been **deployed** to a declared **incident**, or placed on **standby** or **on call** in anticipation of a **deployment** and approved by a person authorised by the **employer**, (e.g. Regional Duty Officer), until the incident is declared **safe** or attendance ceases.
- 1.2 Flexitime and compressed working week arrangements for those **employees** required to participate in an **incident** will be suspended at the time an **incident** is declared. In such instances, payment at the **prescribed overtime rates** will apply for all excess hours worked over and above the **employee's ordinary hours**.

## 2. RETENTION OF CLASSIFICATION

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

### 3. HOURS OF DUTY

- 3.1 The **ordinary hours** of work of an **employee** immediately prior to an **incident** will continue to apply.
- 3.2 Hours worked by the **employee** outside of **ordinary hours** will be paid at **prescribed overtime rates**.

## 4. SICK LEAVE

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

## 5. REST PERIODS

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

## 5.2 During an Incident

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

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

- 5.2.2 During an **incident** and except during a prescribed **emergency period**, resumption of **incident duties** without a rest period of eight (8) consecutive hours will not be permitted unless specifically authorised by the **Incident Controller** or **employer**. It is the responsibility of **employees** to inform the **Incident Controller** or **employer** of not having had the required rest period should such a request be made. Refer also 6.2.
- 5.2.3 Upon resumption of **incident duties** at the conclusion of an eight (8) hour rest period between two consecutive **shifts**, the **employee** shall be deemed to have commenced work on a new day for which payment will be made at **ordinary hours** at the **normal rate of pay** or the assigned **incident responsibility rate** whichever is the greater. Excess hours worked over and above **ordinary hours** for the duration of the **shift** will be paid at **prescribed overtime rates**.
- 5.2.4 Where there is a known requirement for a second **deployment**, **employees** will be given a forty-eight (48) hour rest period between consecutive **deployments** with **ordinary hours** pay at **normal rate of pay** for recognised working time that would normally have been paid had the **employee** been performing normal duties.
- 5.2.5 The location of this rest break will be determined by the **Incident Controller** and may not necessarily be at the **employee's home**. All costs associated with a rest period away from the **employee's home** will be borne by the **employer**.
- 5.2.6 If **employees** are unable to return **home** between consecutive **deployments** and a portion of the required forty-eight (48) hour rest period falls on a Saturday or Sunday, **employees** will be paid for **ordinary hours** at **normal rate of pay** at ordinary time.
- 5.2.7 If **employees** are able to return **home**, any portion of the rest period falling on a Saturday or Sunday will be unpaid.
- 5.2.8 Travel time between consecutive **deployments** to and from the **incident** will form part of this forty-eight (48) hour rest period and be paid at **normal rate of pay** for **ordinary hours** and **prescribed overtime rates** when **ordinary hours** have been exceeded. (Refer Section 7 'Travelling Time').

## 5.3 At Completion of a Shift or Deployment

- 5.3.1 Where an **incident** starts and finishes within the **employee's ordinary hours**, there will be no defined rest period.
- 5.3.2 At the completion of a **shift** that extends beyond the **employee's ordinary hours**, or, is outside the **employee's ordinary hours**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours without loss of pay for recognised **ordinary hours** occurring during such a break prior to the resumption of normal duties.
- 5.3.3 At the completion of a **deployment**, **employees** will be entitled to a minimum rest period of eight (8) consecutive hours commencing from their finish time at their **normal workplace** or prearranged **assembly point** prior to resuming normal duties without loss of pay for recognised **ordinary hours** that the **employee** would normally be expected to work occurring during such a break.
- 5.3.4 In the event of an **employee** not receiving a prescribed rest period, the **employee** must be paid at the rate of double time upon the resumption of **incident duties** or normal duties until such time as the prescribed rest period is granted, irrespective if the **shift** occurs over different days.

## 6. SHIFT LENGTHS

- 6.1 Shift lengths will be determined by the **Incident Controller** and will commence and conclude at the nominated time and location (i.e. **temporary workplace**) as determined by the **Incident Controller**.
- 6.2 Unless authorised by the **Incident Controller**, **shift** lengths must not be exceeded. It is the responsibility of the **Incident Controller** (and/or **employer** and **employee**) to ensure that compliance with **shift** lengths and rest period requirements are adhered to.

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#### 7. TRAVELLING TIME

- 7.1 All time spent travelling to an **incident** from a **normal work place**, **temporary workplace** or pre-arranged **assembly point** and return to the **normal work place**, **temporary workplace** or pre-arranged **assembly point** will be deemed as time worked. (Refer Section 16, Start and Finish Times).
- 7.2 If an **employee** is **on call**, **on standby** or normally takes a government plated vehicle **home** and is required by the **employer** to respond direct from **home** to the **incident**, all travel time to and from the **employee's home** will be deemed as time worked. (Refer also Section 16, Start and Finish Times).
- 7.3 Travelling time from a **temporary workplace** at the conclusion of a **shift** to a place of **accommodation** will be unpaid except where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**. Where the place of **accommodation** is more than one half hour (30 minutes) from the **temporary workplace**, all travel time will be deemed as time worked. All travel time will form part of the defined rest period. (Refer Section 16, Start and Finish Times).
- 7.4 Travel time incurred during any forty-eight (48) hour rest period between consecutive **deployments** will be deemed as time worked and will form part of the defined rest period.
- 7.5 All travel time will be paid at the **employee's normal rate of pay** or the assigned **incident responsibility rate**, whichever is applicable and/or the greater depending on the assigned role. **Prescribed overtime rates** will apply for any travel time outside of **ordinary hours** or if **ordinary hours** are exceeded.

## 8. RESUMPTION OF NORMAL DUTIES

- 8.1 An **employee** who has been engaged in **incident duties** for a period that extends beyond or is outside the **employee's ordinary hours** will not resume normal duties until the specified rest period has been taken (refer Section 5 'Rest Periods').
- 8.2 Employees will be required to resume normal duties upon having had the specified rest period (refer Section 5 'Rest Periods') unless authorised by the **employer**.

## 9. PRESCRIBED OVERTIME RATES

- 9.1 A **Monday to Friday worker** will be paid at the **employee's normal rate of pay** for **ordinary hours**, and then at the rate of time and a half for the next three (3) hours, and at the rate of double time after that until completion of the **shift** and return to the **normal workplace**, **temporary workplace** or **assembly point** (refer Section 16 'Start and Finish times).
- 9.2 In addition, the **prescribed overtime rate** of an **employee** who, during such period is required to continue working beyond midnight, will not revert to ordinary time until the **employee** has had eight (8) consecutive hours rest whereupon a new day will be deemed to commence.
- 9.3 The overtime classification barrier criteria for non-executive positions in Clause 6.1.3.4 of the SAPSSEI Award do not apply to this Workplace Flexibility Agreement.

## 10. SATURDAY WORK

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

### 11. SUNDAY WORK

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

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

## 12. PUBLIC HOLIDAY WORK

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

#### 13. STANDBY

- 13.1 Employees who have been directed by the **employer** to remain at work on **standby** after completion of their **ordinary hours** on week days will be paid at their **normal rate of pay** at **prescribed overtime rates** for the additional time worked.
- 13.2 **Employees** who have been directed by the **employer** to be on **standby** on a Saturday or Sunday or public holiday at a **normal workplace** or **temporary workplace** will be paid at their **normal rate of pay** at **prescribed overtime rates** for the time worked.
- 13.3 Employees who have been directed by the **employer** to be on **standby** at **home** will be paid at the **employee's normal rate of pay** at **ordinary hours** for the time worked.
- 13.4 **Employees** that have been directed by the **employer** to be on **standby** on a weekend or public holiday and are actually present at the location, and are subsequently no longer required, will be paid for a minimum of three (3) hours of pay at their **normal rate of pay** at **prescribed overtime rates**.
- 13.5 Where an **employee** has been advised by the **employer** to be on standby on a weekend or public holiday and then advised after 1700 hours on the last working day prior to the standby period that there is no longer a requirement for them to be on standby shall be paid three (3) hours at their **normal rate of pay** at ordinary time.

#### 14. ON CALL

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

## 15. RECALL TO DUTY

- 15.1 An **employee** who is **recalled to duty** by the **employer** in response to an **incident** outside of **ordinary hours** will be paid a minimum of three (3) hours at prescribed overtime rates at the **employee's normal rate of pay**.
- 15.2 Employees recalled to duty on their **Programmed Day/s Off** (PDO) will be paid at **prescribed overtime rates** until conclusion of the **shift** at their **normal rate of pay** or relevant **incident responsibility rate**, whichever is the greater.
- 15.3 Employees notified by the **employer** by 1700 hours the day before that they are required to work on their Rostered or **Programmed Day Off** will negotiate an alternative day/s off to be taken at a mutually agreed time within the following four (4) weeks.
- 15.4 If an **employee** is not **on call** or on **standby** outside **ordinary hours**, the **employee** is under no obligation to be **recalled to duty** unless they agree.

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

#### 16. START AND FINISH TIMES

## 16.1 **Ordinary hours**

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

## 16.2 Outside Ordinary hours

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

## 16.3 Finish Time if Relocated to a Temporary Workplace

- 16.3.1 Where it is not possible for the **employee** to return to their **normal workplace** or **home**, finish time will be upon completion of the **shift** at the **temporary workplace** plus half an hour.
- 16.3.2 If the **employee** is **deployed** direct to a place of **accommodation**, finish time will be upon arrival at the place of **accommodation**.
- 16.3.3 If the **employee** is deployed direct to a place of **accommodation** and arrival is before the **employee's ordinary hours** have expired, finish time will be at the completion of the **employee's ordinary hours**.

## 16.4 During a Deployment

- 16.4.1 Start time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will generally be the time **employees** are required to commence their **shift**.
- 16.4.2 Finish time and location (i.e. **temporary workplace**) while at an **incident** will be determined by the **Incident Controller** and will be upon completion of the **shift** at the **temporary workplace** plus half an hour.
- 16.4.3 If the **accommodation** provided by the **employer** is greater than one half hour (30 minutes) from the designated **temporary workplace** where the **shift** is concluded, finish time will be upon arrival at the place of **accommodation**.

## 17. INCIDENT RESPONSIBILITY RATES

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

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

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

- 17.2 An **employee** will be paid at their **normal rate of pay** prior to the **incident** or at the relevant **incident responsibility rate**, whichever is the greater.
- 17.3 An **employee** must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three (3) hours to receive **incident responsibility rates**.
- **18. PROVISION OF MEALS AND ACCOMMODATION WHILST WORKING AT AN INCIDENT** 18.1 **Employees** commencing **incident duties** at their **normal workplace** will provide their first meal where the meal break falls within their **ordinary hours**. (DENR crews are expected to be self sufficient for the first **shift** and have been provided with ration packs, however the **employer** will endeavour to provide meals wherever possible).
- 18.2 When **employees** are unable to return to their **normal workplace** or **home**, the **employer** will provide all catering requirements.
- 18.3 The cost of all meals (except as described in 18.1) while responding to, during and returning from an **incident** will be paid for by the **employer**.
- 18.4 **Employees** must seek approval from the **employer** before making alternative arrangements for purchasing meals, where meals have been provided by the **employer** at the **incident**, **temporary workplace** or place of **accommodation**.
- 18.5 The **employer** will provide **accommodation** and pay all costs when the **employee** is unable to return to the **normal workplace** or **home**.

## 19. PAID MEAL BREAKS

- 19.1 All meal breaks throughout the duration of the **shift** are to be deemed as time worked unless established meal breaks are authorised by the **Incident Controller**.
- 19.2 Any meal break not provided after five (5) hours work constitutes a cribbage arrangement and therefore Clauses 22.3 and 22.4 of the *Wages Parity (Salaried) Enterprise Agreement 2010* do not apply.
- 19.3 No **employee** shall have time deducted from pay for meal breaks during an **incident** or on **standby**, unless they are actually relieved of **incident** or **standby** duties (or as per Clause 19.1) for the period of the break, e.g. 30-45 minutes, or except when a recognised meal break away from the **incident** is granted.
- 19.4 Where shifts commence two (2) hours prior or two (2) hours after ordinary hours, and meals are not provided, Clauses 5.3.1.2, 5.3.1.3 and 5.3.1.4 of the SA Government (Public Sector Salaried Employees) Salaries Interim Award will apply.

## 20. ADVICE OF WHEREABOUTS

- 20.1 The **employer** will, so far as is reasonably practicable, make available the relevant **employer** contact details so **dependents** can enquire as to the whereabouts of **employees** when extended **deployments** are required.
- 20.2 The **employer** will provide regular updates and distribute to dependents wherever possible to keep them informed of **employee** whereabouts, particularly if they are deployed to remote areas with no phone coverage.

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#### 21. ALLOWANCES

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

21.2 On call allowances (as per 14.2)

## 22. FIRE TIME RECORDS

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

#### 23. ALCOHOL & DRUGS

- 23.1 All employees are obligated under the *Occupational Health, Safety and Welfare Act, 1986*, to ensure that they are not, by the consumption of alcohol or a drug, in such a state as to endanger their own safety or the safety of any other person whilst undertaking bushfire incident operations (Section 21, *Occupation Health, Safety and Welfare Act, 1986, DENR Drug and Alcohol Policy 2009 and SACFS Chief Officer's Standing Orders COSO 10*)
- 23.2 No driver shall operate a Government vehicle or equipment whilst under the influence of any illegal drug, prescription drug that impairs his/her ability to undertake his/her duties, or if affected by alcohol, and all employees present for work are to be unimpaired by drugs and/or alcohol regardless of level or role (this includes employees engaged in after hours work, on stand by casual and contract employment as per the guidelines set out in the *DENR Drug and Alcohol Policy* 2009).

## 24. CODE OF CONDUCT DURING AN INCIDENT

- 24.1 **Employees** are representing DENR, SACFS and their State if deployed interstate, and are to behave in an appropriate manner at all times that reflects well on them, DENR and SACFS.
- 24.2 All **employees** are expected to present themselves for commencement of their **shift** in a fit and proper state to carry out their assigned duties for the duration of the **shift**
- 24.3 Employees are expected to exhibit tolerance, patience and flexibility and maintain professional conduct and self-discipline at all times.
- 24.4 Personal **Protective Equipment** is to be worn at all times while attending an incident and in a correct and appropriate manner.
- 24.5 All **employees** are responsible for their own health and safety and shall report all experiences of heat stress, fatigue, injury, illness or near miss incident immediately to their supervisor.
- 24.6 All accidents and injuries shall be reported up the SACFS Chain of Command immediately or as soon as possible, and DENR OHSW Unit immediately notified.
- 24.7 All feedback on operational or logistical matters must be through the SACFS Chain of Command in a constructive, positive and respectful manner.
- 24.8 Disrespectful communication to all parties involved in the incident is unacceptable.
- 24.9 **Employees** at the conclusion of a **shift** are expected to rest (in order to mitigate the effects of fatigue) and should remain together unless authorised by their supervisor to do otherwise.
- 24.10 Drivers are reminded of their obligations under the SACFS Chief Officer's Standing Orders (COSOs) 7 Driving SACFS Vehicles, COSO 8 Emergency Response Driving and COSO 9 Safety on Roads.
- 24.11 All **employees** are reminded of their obligation under COSO 10 Alcohol and Drugs.
- 24.12 **Employees** who contravene the provisions of the SACFS COSO 10 (Alcohol & Drugs) will be sent **home** by the first available means and may face disciplinary action under the *Fire and Emergency Services Regulations* 2005, Part3, Subdivision 4, Regulation 22 (or the legislation/HR Management Policies as appropriate for the non SACFS members/staff).

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## 25.MECHANISM FOR REVIEW

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

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

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## Appendix 4.5 - Department for Communities and Social Inclusion

Special Conditions for After Hours Service Coordinators (OPS) engaged within the After Hours Service of the Department for Communities and Social Inclusion

## **Scope and Persons Bound**

This Workplace Flexibility Agreement (WFA) applies to After Hours Service Coordinators (including casual After Hours Service Coordinators) classified pursuant to the Operational Services Stream of the S.A. Public Sector Salaried Employees Interim Award within the After Hours Service, Department for Communities and Social Inclusion.

This WFA will apply and prevail over the terms of the relevant industrial instrument to the extent of any inconsistency. The relevant industrial instruments are the S.A. Public Sector Salaried Employees Interim Award and the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014 (or its successor/s).

## **Objects**

The objects of this WFA are to:

Establish a working arrangement that provides for a crib break for After Hours Service Coordinators in lieu of the unpaid meal break entitlements that would otherwise apply under clause 21.1 of this Enterprise Agreement.

## **Working Arrangement**

In lieu of an unpaid meal break, After Hours Service Coordinators will be entitled to a Crib Break of 30 minutes duration, which time will count as part of their ordinary hours. This period of time will not accrue as TOIL. No After Hours Coordinator will be required to work more than 5 hours without a Crib Break.

## **Definition of Crib Break**

A 'crib break' means a period of time during which the employee takes sustenance while remaining on duty or available for duty and if necessary will resume the performance of duties, which time either counts as part of the employee's ordinary hours or accrues as TOIL or similar.

## **Date of Operation**

This WFA came into operation on and from 22 August 2015 and was approved by the Industrial Relations Commission of South Australia on 2 March 2016.

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## APPENDIX 5: 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. The Redeployment, Retraining and Redundancy arrangements in Appendix 1 will apply to employees transferred from an agency to a shared service.
- 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 CPSE 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.

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.

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## **APPENDIX 6: WORK LEVEL DEFINITIONS**

## APPENDIX 6A: ALLIED HEALTH PROFESSIONALS WORK LEVEL DEFINITIONS

#### **DEFINITIONS**

## "Agency"

means an administrative unit or Agency as defined by the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014.

## "Allied Health Professionals (AHP)"

means employees who are employed in the professions listed in Appendix 1. Allied Health Professionals who are at a minimum undergraduate Degree qualified and perform roles to enable them to either:

- Obtain State or Territory registration; or
- License or accreditation to practice; or
- Be eligible to join the relevant professional association.

For Aboriginal Family Practitioners in the Department for Education and Child Development Only Persons of Australian Aboriginal or Torres Strait Islander descent, who have the appropriate background and skills but do not have the essential qualification, may apply for and be engaged/assigned to the role of Social Worker and will be entitled to apply for any Allied Health Professional roles requiring a qualification in Social Work within Families SA in the Department for Education and Child Development. This includes progression as part of a peer assessment process.

Nothing in this clause shall reduce an individual's classification or agreed translation arrangements prior to this enterprise agreement.

#### "Clinical"

means specialised or therapeutic care that requires an ongoing assessment, planning and intervention by health care professions.

## "Co-ordination"

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

#### "Complex"

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

#### "Crucial"

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

## "Disciplines"

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

## "Education Activities"

means the process of developing educational materials and providing instruction or information in a structured program.

## "Managerial Responsibilities"

means an Allied Health Professional who:

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

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## "Multi-disciplinary"

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

#### "Papers"

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

#### "Profession"

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

## "Professional/Clinical supervision"

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

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

## "Region"

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

## "SA Health Local Health Network"

refers to the following SA Health Local Health Networks:

- Northern Adelaide Local Health Network;
- Central Adelaide Local Health Network;
- Southern Adelaide Local Health Network;
- Country Health SA Local Health Network;

And for the purpose of these definitions also refers to The Women's and Children's Health Network.

### "SA Health Statewide Service"

means a clinical service that is coordinated on a state wide basis, including but not limited to SA Pathology, SA Pharmacy, SA Medical Imaging Services and the SA Ambulance Service or any other clinical service established to coordinate services on a state-wide basis as approved by the Chief Executive SA Health.

## "Specialising"

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

## "Specialist"

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

## "Work Unit"

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

#### "Zone"

means a specified geographical area in which services are provided by an Agency.

## \*Graduates

## Salary upon appointment for entry level AHPs

Entry level AHPs:

- a) Employees appointed to positions requiring an appropriate discipline-based minimum three year under graduate degree qualification or equivalent will commence at AHP 1, first increment salary level.
- b) Employees appointed to positions requiring an appropriate discipline-based minimum four year under graduate degree qualification or equivalent will commence at the AHP 1, second increment salary level.

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- c) Employees who hold a 2 year Masters with a non-allied health undergraduate degree will be appointed at AHP 1, third increment salary level.
- d) An employee who is a Psychologist and holds a 2 year Masters within the same profession as their allied health undergraduate degree will be appointed at the AHP 2, first increment salary level

## **ALLIED HEALTH PROFESSIONAL LEVEL 1**

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

#### **Peer Assessment Process**

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

For the purpose of the peer assessment process "advanced skills and experience" means beyond routine professional tasks.

A supervisor or manager of an eligible AHP 1 may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent AHP as per the above criteria without the need for that AHP to complete 12 months at the top increment of AHP 1.

Temporary appointed AHPs who have been employed by an *agency/ies* for a period of not less than 5 years in one of the professions listed in Appendix 1 of these Work Level Definitions, can apply to a Peer Assessment Panel for assessment to progress to AHP 2.

(a) "Temporary appointed" means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.

A supervisor or manager of an eligible AHP 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed AHP without the need for the 5 years to be in successive temporary contracts OR for a non-metropolitan temporary appointed AHP, a period of not less than 3 years.

For example: An AHP 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been in one of the professions listed in Appendix 1 and was/is currently employed by an *agency/ies*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

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

- 1. the work level definition of AHP 2 as defined has been met; and
- 2. the AHP's professional:
  - a) performance;
  - b) aptitude;
  - c) experience;

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

- d) responsibilities; and
- e) initiative.
- 3. and that the AHP has complied with all requirements of their current management-approved Performance Review and Development plan.

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

- a) a human resources representative; and/or
- b) an allied health representative from the same discipline in another agency.

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

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

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

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

## **ALLIED HEALTH PROFESSIONAL LEVEL 2**

Employees at AHP 2 will:

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

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

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

- a) Providing *professional/clinical supervision*, support and oversight of AHP 1 and/or technical and support staff.
- b) Assisting in planning, implementing and reporting on services.
- c) Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.
- d) Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.
- e) Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.
- f) Project *co-ordination* which will require organisation and implementation of specific tasks or projects.

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## A psychologist who:

- (a) provides formal confirmation to an *agency* that he/she is formally accredited and endorsed by the Psychologists Board of Australia (PBA) as an "approved supervisor" in respect of other psychologists; and
- (b) is required by the agency in which they are employed to perform "accredited supervision" of other public sector *agency* psychologists,

will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the *agency* that he/she has met both of those two criteria.

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

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

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

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

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

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

## (3) Clinical Educator / Clinical Researcher

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

## **ALLIED HEALTH PROFESSIONAL LEVEL 3**

An AHP at this level will be exercising skills, experience, and knowledge that exceed AHP 2.

Employees at AHP 3 will have a *clinical*, management, education or research focus.

Employees may demonstrate elements of more than one or all pathways such as:

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

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

A Senior Clinician/Practitioner or Senior Rural Generalist (AHP 3) will demonstrate all of the following:

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

## (2) Manager / Project Manager

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

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

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

## (3) Senior Clinical Educator / Senior Researcher

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

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

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## **ALLIED HEALTH PROFESSIONAL LEVEL 4**

Employees at AHP 4 will have a clinical, management, education or research focus.

Employees may demonstrate elements of more than one or all of the pathways.

Clinical	Management	Education/Research	
Advanced	Senior Manager	Advanced Clinical Educator	
Clinician/Practitioner	Senior Project Manager	Advanced Researcher	

## (1) Advanced Clinician/Practitioner

An Advanced Clinician/Practitioner will demonstrate all of the following:

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

## (2) Senior Manager / Senior Project Manager

A Senior Manager / Senior Project Manager will:

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

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- g) Initiate and formulate programs within the framework of a work unit's objectives and priorities.
- h) May be required to initiate, formulate and manage research programs involving a number of professional *disciplines*.
- Manage complex projects which may involve personnel from either one or a variety of professional disciplines.
- j) Initiate and manage high level programs and major investigations.
- k) Maintain a *clinical* caseload commensurate with management responsibilities.

## (3) Advanced Clinical Educator / Advanced Researcher

An Advanced Clinical Educator / Advanced Researcher will:

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

## **ALLIED HEALTH PROFESSIONAL LEVEL 5**

Employees at AHP 5:

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

Employees at AHP 5 will have a clinical, management, education or research focus.

Employees may demonstrate elements of more than one or a combination of all pathways.

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

## (1) Consultant Clinician/Practitioner / Discipline Lead

A Consultant Clinician/Practitioner / Discipline Lead will demonstrate all of the following:

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

## (2) Major Program and Operations - Professional Manager/Adviser

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

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the Agency's and/or the SA Health Local Health Network's or SA Health Statewide Service's corporate goals.

The Major Program and Operations - Professional Manager/Adviser will:

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

## (3) Consultant Educator / Consultant Researcher

A Consultant Educator / Consultant Researcher will:

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

## **ALLIED HEALTH PROFESSIONAL LEVEL 6**

Employees at AHP 6 will:

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

Management
SA Health Local Health Network/ SA Health Statewide Service Allied Health Adviser
Regional Allied Health Adviser
State Discipline Lead

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## Appendix 1: Allied Health Professional Officer Professions

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

- Art Therapist
- Audiologist
- Developmental Educator
- Epidemiologist
- Exercise Physiologist
- Dietitian/Nutritionist
- Genetic Counsellor
- Music Therapist
- Nuclear Medicine Technologist
- Occupational Therapist
- Optometrist
- Orthoptist
- Orthotist
- Perfusionist
- Pharmacist
- Physiotherapist
- Podiatrist
- Prosthetist
- Psychologist
- Radiation Therapist
- Radiographer
- Sonographer
- Speech Pathologist
- Social Worker

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#### APPENDIX 6B: 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.

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- "Professional judgement" means the application of an amalgam of professional knowledge and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.
- "Professional knowledge" means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.
- "Professional officer" means an employee engaged in one of the occupational groups specified in Schedule 3 of the S.A. Public Sector Salaried Employees Interim Award and classified within the Professional Officer Stream.
- "Significant" means professional work which is noteworthy, or of considerable amount, effect or importance
- "Specialising" refers to work which focuses on one operationally narrow aspect within a professional discipline using either acquired experience or a combination of acquired experience and discipline based study.
- "Specialist" means a professional officer who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.
- "Statutory action" means action taken or authorised by statute.
- "Straightforward" means work which is without difficulty and is uncomplicated to a person qualified within the professional discipline.
- "Very complex" means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth professional knowledge of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

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GENERAL OVERVIEW
PO1

ficer will have Work at this level:

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*.

• is usually performed under reduced *professional direction* with the quality of output monitored:

PO2

- 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 may be expected to have completed post-graduate qualifications that are necessary for registration to practice in specialised settings.

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:

PO3

- 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*- 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:

PO4

- 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

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:

**PO5** 

- 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 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.

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SENERAL OVERVIEW				
P01	PO2	PO3	PO4	PO5
		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.	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,	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 generally a feature of the majority of duties and actions undertaken. Development and overseeing the implementation of new and high level programs and major investigations is a major feature of this level, as is an emphasis on strategic management. 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.

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GENERAL OVERVIEW				
PO1	PO2	PO3	PO4	PO5
			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.	

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KNOWLEDGE AND EXPERIENCE					
PO1	PO2	PO3	PO4	PO5	
<ul> <li>Professional knowledge attained through a study of discipline theory and limited experience.</li> <li>A developing level of operational competence.</li> </ul>	Has attained greater specialised knowledge within the discipline and is achieving higher level of outcomes under reduced <i>professional direction</i> within the discipline.     Has attained professional expertise, competence and experience to perform any standard professional task within the discipline.	Operates with professional independence and high levels of competence.     Continues to apply knowledge obtained through post-graduate qualifications and/or extensive recognised experience.	<ul> <li>Utilises comprehensive knowledge within the professional discipline and broad exposure to other professional disciplines.</li> <li>Applies professional judgement based on up-to-date discipline knowledge.</li> <li>Applies professional knowledge having regard to the agency's (or health unit's) policy framework.</li> </ul>	<ul> <li>Discipline recognition at national or international levels.</li> <li>Has evidence of higher qualifications or extensive recognised discipline expertise.</li> <li>Has made a <i>significant</i> contribution to the development of professional understanding on a national and/or international basis.</li> <li>Requires very high levels of expertise and experience within the <i>professional discipline</i>.</li> </ul>	

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#### **OPERATIONAL OUTCOMES** PO1 PO2 PO3 PO4 PO5 To satisfy specified agency (or health To contribute to the operational To contribute to the operational To contribute to the operational To satisfy the government's objectives objectives of the work group, a position and/or the agency's (or health unit's) unit) objectives, a position at this level objectives of the work group, a position objectives of the work group, a position at this level may include a combination at this level may include a combination at this level may include a combination may include a combination of the corporate goals, a position at this level of the following: of the following: of the following: may include any of the following: following: • Operates in a highly *complex* or The execution, analysis and Tasks may be broad in scope and Analyses situations and identifies Exercises significant professional interpretation of findings as they relate involve complex professional problems. opportunities and/or needs to develop iudgement in the development and/or specialised field to establish and/or to elements of the work. and/or progress work group objectives. application of professional discipline modify standards, quidelines, concepts. Uses professional judgement to principles and new technology. theories, techniques or principles, by · The selection and adoption of select and apply new and existing • Develops and promulgates crucial both adapting precedents and making methods and techniques. • Manages very complex projects professional techniques and standards information for management. significant departures from traditional which are generally well established involving a number of personnel from • Contributes to the development of Undertakes projects of a complex approaches. and straightforward. either one or a variety of professional advanced techniques and methodology. nature with limited or no professional Uses high levels of expertise and disciplines. • The exercise of professional direction. Undertakes complex activities under experience with *professional* judgement within prescribed areas. · Contributes directly to the reducing professional direction and Contributes to the development of independence to determine professional formulation of corporate objectives and • With experience, the professional selects and applies new techniques and operational policy. objectives and priorities within the the agency's (or health unit's) officer may review aspects of the work methodologies based on professional framework of an agency's or (health · Undertakes professional duties of professional policy. of professional officers and others within iudaement. unit's) corporate goals and discipline an innovative, novel, and/or crucial the same environment. Implements and interprets policy standards. The supervision of staff (which may nature without professional direction directives to satisfy the demands of Discussing techniques, procedures include employees who are not subject to established professional Manages programs of crucial professional programs. standards. and results with clients on professional officers) and provides importance to the State to satisfy the professional direction in tasks requiring straightforward matters. Provides advice to senior government's objectives or the agency's Assesses the professional, limited expertise or for functions of management/authorities regarding or (health unit's) corporate goals. • The undertaking of tasks of limited technical and economic impacts of limited complexity. current relevant developments in the scope and complexity, comprising in achievements and/or projects. Provides expert specialist discipline and their potential some situations a minor phase of a Where appropriate, provides consultancy skills with crucial impacts to Provides professional advice and implications. broader or complex project. professional direction to staff including the industry, the State and possibly the consultancy services to other agencies where appropriate, professional • Initiates and manages high level nation. The provision of reports on progress (or health units), industry development to other professional programs and major investigations. representatives and the public. of project activities including • Develops and directs the officers. incorporating recommendations. Determines professional standards implementation of new and high level · Assesses and reviews the May report investigations directly to and operational objectives for the programs and major investigations, with Undertakes projects and/or standards of work of other professional agency (or health unit). the client. therapeutic interventions involving officers and external consultants. a strategic management emphasis. assessment, analysis and interpretation Addresses problems through • Is the authoritative specialist where • Exercises control and coordination and communication of findings, results combinations of standard procedures requirements are very complex and of of either discrete operations or projects. and projected solutions. and/or modifications to standard major importance to the agency (or • Undertakes duties and ensures the procedures. health unit). · With experience, the supervision of outcome of work which is of a complex assigned employees. Coordinates all phases of a project Identifies current and future options and varied nature, requiring detailed or assignment. relating to developments which impact • With experience, responsible for knowledge of the agency's (or health on agencies and/or industry. straightforward projects. Provides discrete professional and unit's) operations combined with a consultancy services. specialist or very high level of Provides professional advice to Organises, maintains, develops and practitioner knowledge of major inter-agency committees regarding promotes collections and information Carries out research under activities in the work unit. professional policy, planning, professional direction, and contributes sources. forecasting and development to advances of techniques used. Trains staff, coordinates workflow With experience, provides implications. processes, ensures quality of output of professional guidance or advice to more Undertakes various assignments the work unit, conducts performance Provides specialist services to

assessment and review, staff

development.

counselling, career planning and

industry where the end product is of

the State.

major importance to the industry and/or

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requiring knowledge of one or more

fields within a professional discipline.

recently employed professional officers

within the same discipline, or provides

operational or organisational context to

OPERATIONAL OUTCOMES				
PO1	PO2	PO3	PO4	PO5
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.		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.	<ul> <li>Initiates and formulates programs within the framework of (major work group) objectives and priorities.</li> <li>Undertakes demanding evaluations of an economic and/or technical nature with professional independence.</li> <li>Manages programs of significant importance to the State to satisfy the government's objectives or the agency's (or health unit's) corporate goals.</li> <li>Manages large work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.</li> <li>Provides expert specialised consultancy skills with crucial impacts to the industry, the State and possibly the nation.</li> <li>Develops and oversees the implementation of new and high level programs and major investigations with a strategic management emphasis.</li> <li>Verifies the professional standards of operations and outputs.</li> <li>Has significant managerial responsibilities and abilities.</li> <li>Evaluates professional, technical and economic impacts of program.</li> <li>Formulates policy and corporate strategy proposals.</li> <li>Provides expert professional advice on a consultancy basis to external bodies, other agencies and the public.</li> <li>Participates on inter-agency and/or national committees to develop policy, planning and other initiatives.</li> </ul>	

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WORKING ENVIRONMENT					
PO1	PO2	PO3	PO4	PO5	
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.	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.	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.	<ul> <li>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.</li> <li>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 substantial professional judgement.</li> <li>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.</li> <li>Manages, initiates and formulates research programs, major projects or manages a major professional service or enterprise.</li> <li>Is the government's "authority" in a particular specialised field of expertise, or has extensive discipline knowledge and broad experience spanning more than one professional discipline.</li> <li>Uses detailed knowledge of government policies and procedures, and an appreciation of their application in relation to agency (or health unit's) operations.</li> <li>Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> <li>Utilises significant management skills and abilities to monitor resource allocations.</li> </ul>	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.	

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## PROFESSIONAL OFFICER LEVEL 6 (PO6)

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

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

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

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#### APPENDIX 6C: MEDICAL SCIENTISTS WORK LEVEL DEFINITIONS

#### **DEFINITIONS:**

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

"Agency" means an administrative unit or Agency as defined by the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014.

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

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

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

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

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

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

#### "Managerial responsibilities" means an employee:

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

"Multi-discipline" means the combination of several professional disciplines.

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

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

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

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

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- "Professional discipline" means a non-repetitive field of activity which requires a degree in a professional discipline, is exercised with increasing levels of autonomy and accountability, and is governed by standards, ethics and objectives prescribed by a representative professional body and, may interdependently, by the employing agency.
- "Professional independence" means the level of accountability within a professional discipline.
- "Professional judgement" means the application of an amalgam of professional knowledge and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.
- "Professional knowledge" means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.
- "Medical Scientist" means an employee who is engaged pursuant to the Medical Scientists (South Australian Public Sector) Award and is classified as a Medical Scientist.
- "Significant" means professional work which is noteworthy, or of considerable amount, effect or importance.
- "Specialising" refers to work which focuses on one operationally narrow aspect within a professional discipline using either acquired experience or a combination of acquired experience and discipline based study.
- "Specialist" means a medical scientist who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.
- "Statutory action" means action taken or authorised by statute.
- "Straightforward" means work which is without difficulty and is uncomplicated to a person qualified within the professional discipline.
- "Very complex" means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth professional knowledge of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
the medical scientist will ave attained through iscipline-based, degree-beel study a combination of theoretical concepts and ractical techniques to mable professional work to be undertaken within a professional discipline.  I medical scientist at this evel will demonstrate at east a competent level of rofessional knowledge and skill. As experience is alined, medical scientists are independently indertaking routine rofessional tasks.  I medical scientists articipate in professional and/or multi-disciplinary earns, operating at the evel of basic task to but the professional tasks of experience.  I will experience, with level of experience, independently at this level re generally of a routine and repetitive nature, with lore complex professional ecisions and problem polving made under the professional direction or rofessional guidance of a lore experienced medical cientist.  Is the medical scientist ains experience the leS1 will exercise greater exels of independent professional judgement.	<ul> <li>Employees at MeS2 will:         <ul> <li>Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.</li> <li>Have attained greater specialised knowledge within the discipline.</li> <li>Provide professional services to client groups in circumstances requiring increasingly complex practice skills.</li> <li>Exercise greater specialist knowledge within the discipline and achieve higher level of outcomes under reduced professional direction.</li> <li>Apply professional judgement to select and apply new and existing methods and techniques.</li> <li>Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).</li> <li>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</li> </ul> </li> </ul>	Operating under general policy direction in relation to the scientific aspects of a moderately complex area 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 and para-professionals. 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	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 State 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	Operates under general policy direction and with professional independence in the determination of strategies, priorities, work standards and allocation of resources.  The role will be:  • A leading professional manager of a major program and operations; or  • A 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 professional independence.  May be recognised as a national and/or international authority or as a specialist within the State. The medical scientist at this level may 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 usually subject to professional review.  Work is undertaken in a highly complex or		

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6
		or peers and providing	standards for the	adapting precedents and by		
		professional guidance for a	professional discipline.	making significant		
		team of medical scientists.	As a senior professional	departures from traditional		
		The senior professional	specialist, work is normally	approaches. Professional		
		supervisor is expected to	without professional	independence and high		
		contribute to the development	direction with discretion	levels of expertise and		
		of subordinate individual		experience to determine		
		medical scientists.	permitted within the	professional standards,		
			boundaries of broad	objectives and priorities		
		A professional manager will	guidelines to achieve	within the framework of the		
		have managerial	organisational goals.	agency's (or health unit's)		
		responsibilities for a small	For some medical scientists	corporate goals will be		
		work unit, which may include	at this level, they may have	evident.		
		a <i>multi-discipline</i> team of	a high profile within the			
		medical scientists to ensure	discipline through higher	For some medical scientists		
		effective and coordinated	qualifications or by	at this level may involve the		
		services to the client group.	publications in refereed	management of programs		
		This is the first level where a	journals, and will operate	of <i>crucial</i> importance to the		
		medical scientist office may	within <i>broad guidelines</i> to	State, to satisfy the		
		have <i>managerial</i>	achieve specific objectives	government's objectives or		
		responsibilities.	with professional	the agency's (or health		
		There will be <i>professional</i>	independence. This may be	unit's) corporate goals,		
		independence in a general	supplemented by evidence	often within a multi-		
		operational context involving	of higher qualifications	discipline environment. This		
		routine research, project or	and/or wide spread	level is also responsible for		
		case situations, requiring	professional recognition of	professional policy		
		levels of expertise and	, ,	development and advice to		
		experience to ensure and	expertise.	government.		
		·	Discipline principles and			
		contribute to professional standards, objectives and	new technology requiring	For a leading professional specialist, development and		
			the exercise of significant	1 '		
		priorities within the framework	professional judgement will	overseeing the		
		of the agency's (or health	be developed and applied.	implementation of new and		
		unit's) corporate goals.	This may include initiating,	high level programs and		
		Professional direction is	formulating and managing	major investigations is a		
		received for those aspects of	research programs and	major feature of this level,		
		work which involve new or	major projects, or providing	as is an emphasis on		
		complex techniques or relate	scientific services or	strategic management		
		to areas of work outside the	enterprises involving both a	within the area of		
		normal span of activity or	service and research work.	professional practice.		
		have implications for the	It is expected that actions	The professional manager		
		agency.	may span a range of	at this level will have high		
		High levels of initiative will be	activities in a very complex,	level managerial		
		exhibited in accomplishing the	specialised environment	responsibilities which		
		objectives and undertaking	and contribute to the	involve a staff comprising a		
		complex projects, either on an	formulation of corporate	large number of <i>medical</i>		
		individual basis as a	policy and the	scientists, and the		
		recognised specialist, as a	implementation of corporate	coordination and direction		
		medical scientist with	policy directives.	of major program objectives		
		responsibilities for <i>complex</i>	' '	to achieve the end result in		
		duties, or as a team leader.	Some medical scientists	a timely and effective		
		i datios, oi as a teath leader.	who are the senior	i a minory and oncoure		

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		Work may require the development and provision of formal professional advice and advisory/consultancy services to other agencies, industry representatives and the public. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.	professional manager 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 directions within the area of professional practice, in addition to assessment and review of professional and operational standards. For some medical scientists who are at this level, there will also be a demand for an ability to monitor resource allocations, to evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy	manner. Programs are normally long term and require high level strategic planning and innovative thinking.		
			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 may be provided as well as participation on inter-			

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GENERAL OVERVIEW	GENERAL OVERVIEW							
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B		
			and other initiatives.					
			With professional independence and high levels of expertise and experience, for some 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.					

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		KNO	WLEDGE AND EXPERI	ENCE		
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
Professional knowledge attained through a study of discipline theory and limited experience.     A developing level of operational competence. In recognition of advanced skills and experience relevant to being a medical scientist, permanently appointed medical scientists who have been at the top increment of MeS1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to MeS2 (refer to Section 2).	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.	Operates with professional independence and high levels of competence.     Continues to apply knowledge obtained through post-graduate specialised qualifications and/or extensive recognised 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.	Work at this level may include a combination of:  Discipline recognition at national or international levels.  Has evidence of higher qualifications or extensive recognised discipline expertise.  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.	Work at this level may include a combination of:  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.  Recognition as a national and/or international recognised 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.  Technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.	Work at this level may include a combination of:  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 organizations 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.

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MeS1 MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
Work undertaken at this level may involve a combination of:  Providing professional direction, support and oversight of MeS1 and/or technical and support staff.  Assisting in planning, implementing and reporting on services.  Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.  Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.  Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.  Project co-ordination of limited size/or scope which will require organisation and implementation of specific tasks or projects.	To contribute to the 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 professional direction.  • Contributes to the development of operational policy.  • Undertakes professional direction subject to established professional direction subject to established professional standards.  • Assesses the 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 medical scientists and external consultants.	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	MeS5  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 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.	MeS6A  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 innovative 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	To satisfy the government's objectives and/or agency's (or health unit's) corporate goals, a position at this level will include a number of 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

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
		discrete operations or	future options relating to			management of others.
		projects.	developments which impact		Undertake and manage	<ul> <li>International</li> </ul>
		<ul> <li>Undertakes duties and</li> </ul>	on agencies and/or		individual and/or project	recognition as a leading
		ensures the outcome of	industry.		activities with <i>professional</i>	expert in a complex field
		work which is of a complex	<ul> <li>Provides professional</li> </ul>		independence that is not	scientific and research
		and varied nature, requiring	advice to inter-agency		subject to review	services and have
		detailed knowledge of the	committees regarding		,	management responsib
		agency's (or health unit's)	professional policy,		Attract significant	for major programs of
		operations combined with a	planning, forecasting and		research monies.	international significand
		specialist or very high level	development implications.		To satisfy the objectives of	which impact on, and
		of practitioner knowledge of	Provides specialist		the work group, a position	directly involve, other
		major activities in the work	services to industry where		at this level will comprise a	internationally recognis
		unit.	the end product is of major		number of the following:	scientific officers and
		<ul> <li>Trains staff,</li> </ul>	importance to the industry		<ul> <li>Management of a</li> </ul>	scientific
		coordinates workflow	and/or the State.		significant unit/branch and	activities/initiatives.
		processes, ensures quality			undertake a leadership role	<ul> <li>Undertake and ma</li> </ul>
		of output of the small work	Initiates and formulates  programs within the		in organisational strategic	individual and/or project
		unit, conducts performance	programs within the		planning, policy	activities with profession
		assessment and review,	framework of (major work group) objectives and		development and resource	independence and not
		staff counselling, career	priorities.		management with	subject to review.
		planning and development.	'		significant accountability for	To satisfy the objective
		Interprets legislation,	<ul> <li>Undertakes demanding</li> </ul>		outcomes achieved to	the work group, a posit
		regulations and other	evaluations of an economic		ensure the effective	at this level will compri
		guideline material relating	and/or technical nature with		management of:	number of the following
		to the operations and	professional independence.		Research funding	``
		functions of the work area.	<ul> <li>Manages programs of</li> </ul>		(procurement and	Management of a
			significant importance to		expenditure);	significant unit/branch
		Uses significant     initiative to accomplish	the State to satisfy the		· ' '	undertake a leadership in organisational strate
		initiative to accomplish objectives and undertake	government's objectives or		Physical and financial     (requirement) requires	planning, policy
		1 ,	the agency's (or health		(recurrent) resource	development and reso
		complex projects.	unit's) corporate goals.		management;	management with
		<ul> <li>Manages small work</li> </ul>	Manages large work		<ul> <li>Human resource</li> </ul>	significant accountabili
		units, including prioritising	units, including prioritising		management;	outcomes achieved to
		work, training of staff,	work, training of staff,		<ul> <li>Intellectual resources</li> </ul>	ensure the effective
		monitoring work flow and	monitoring work flow and		and patents;	management of:
		setting local strategic plans.	setting local strategic plans.		Competencies and	Research funding
			Provides expert		learning outcomes for	(procurement and
			specialised		research students; and	expenditure);
			advisory/consultancy skills		<u>'</u>	, , , , , , , , , , , , , , , , , , , ,
			with <i>crucial</i> impacts to the		<ul> <li>Initiation, development, implementation and review</li> </ul>	Physical and finan
			industry, the State and		of strategic and operational	(recurrent) resource
			possibly the nation.			management;
			Develops and oversees		policy, procedures and principles.	<ul> <li>Human resource</li> </ul>
			the implementation of new		' ' '	management;
			and high level programs		To provide services to other	Intellectual resource
			and major investigations		agencies and/or private	and patents;
			with a strategic		industry, and to other	•
			management emphasis.		bodies, a position at this	Competencies and
		1	managomoni ompridoio.		level may include any of the	learning outcomes for

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
			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 advisory/consultancy basis to external bodies, other agencies and the public.     Participates on interagency and/or national committees to develop policy, planning and other initiatives.		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.	research students; and  Initiation, development implementation and revier 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 recognises bodies and/or individuals 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 of the employing organisation.  Awarded academic status at professorial lever D or E, and contribute to tertiary curricula development and delivery

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MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B
	Exercises and accepts professional direction and co-ordination for a small work unit.     Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a medical scientist with managerial responsibilities) or as a medical scientist (who has expertise in one or more fields within a discipline) in a multidiscipline team or independently.	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.	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 using substantial 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.	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.	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.	Positions at this level have crucial and significar impacts on the organisatio and biomedical science at the international level.  Decisions made will not be subject to professional review.
			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			

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RKING ENVIRONMENT								
MeS1	MeS2	MeS3	MeS4	MeS5	MeS6A	MeS6B		
			agency's (or health unit's) operations.					
			<ul> <li>Interprets and provides advice on legislation, regulations and other guideline material relating to the operations and functions of the work area.</li> </ul>					
			Utilises significant management skills and abilities to monitor resource allocations.					

#### **SECTION 2: PEER ASSESSMENT PROCESS**

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

For the purpose of the peer assessment process "advanced skills and experience" means beyond routine professional tasks.

A supervisor or manager of an eligible medical scientist may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent *medical scientist* as per the above criteria without the need for that medical scientist to complete 12 months at the top increment of MeS 1.

A supervisor or manager of an eligible *medical scientist* may initiate an application for assessment by the Peer Assessment Panel for an ongoing/permanent *medical scientist* as per the above criteria without the need for that *medical scientist* to complete 12 months at the top increment of MeS1.

Temporary appointed medical scientists who have been employed for a period of not less than 5 years, can apply to a Peer Assessment Panel for assessment to progress to MeS 2.

(a) "Temporary appointed" means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.

A supervisor or manager of an eligible MeS 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed AHP without the need for the 5 years to be in successive temporary contracts.

For example: An MeS 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been employed as a *medical scientist* and was/is currently employed by an *agency*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

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

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

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

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

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

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

## Reclassification

The Peer Assessment Process **does not** remove or diminish the opportunity for a *medical scientist* (if eligible) to apply for a reclassification. A reclassification application will be considered and determined in accordance with the SA Health (Health Care Act) Human Resource Manual.

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#### APPENDIX 6D: GRANT FUNDED SCIENTISTS WORK LEVEL DEFINITIONS

#### **DEFINITIONS:**

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

"Agency" means an administrative unit or Agency as defined by the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014.

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

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

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

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

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

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

#### "Managerial responsibilities" means an employee:

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

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

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

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

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

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

"Professional independence" means the level of accountability within a professional discipline.

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- "Professional judgement" means the application of an amalgam of professional knowledge and experience to derive appropriate resolutions within prescribed standards, ethics and objectives.
- "Professional knowledge" means an understanding of theory, techniques, practices and principles gained through degree-level discipline-based study.
- "Grant funded scientist" means a research scientist who is employed by the Institute of Medical and Veterinary Science, the Royal Adelaide Hospital, the Queen Elizabeth Hospital and the Repatriation General Hospital, using funds provided by the National Health and Medical Research Council and other external grant funding bodies which allocate grants on competitive basis.
- "Significant" means professional work which is noteworthy, or of considerable amount, effect or importance.
- "Specialising" refers to work which focuses on one operationally narrow aspect within a professional discipline using either acquired experience or a combination of acquired experience and discipline based study.
- "Specialist" means a grant funded scientist who has acquired through study and application special subject knowledge which is recognised by peers to be different, distinctive or unique.
- "Statutory action" means action taken or authorised by statute.
- "Straightforward" means work which is without difficulty and is uncomplicated to a person qualified within the professional discipline.
- "Very complex" means the application of a soundly based working knowledge of established professional principles, practices and procedures as they affect all aspects of the range of operations, or an in-depth professional knowledge of an operation which feature both ambiguity and novelty. Generally responses require the exercise of high levels of analytical skill.

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GENERAL OVERVIEW		T	T	<del>                                     </del>		1
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
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.  A grant funded scientist at this level will demonstrate at least a competent level of professional knowledge and skill. As experience is gained, grant funded scientists are independently undertake routine professional tasks.  Grant funded scientists participate in professional and/or multi-disciplinary teams, operating at the level of basic task to routine professional tasks commensurate with level of experience.  Duties undertaken independently at this level are generally of a routine and repetitive nature, with more complex professional decisions and problem solving made under the professional direction or professional guidance of a more experienced medical scientist.  As the grant funded scientist gains experience the GFSc1 will exercise greater levels of independent professional judgement.	<ul> <li>Employees at GFSc2 will:         <ul> <li>Demonstrate increased professional expertise, competence and experience to perform any standard professional task within the discipline.</li> <li>Have attained greater specialised knowledge within the discipline.</li> <li>Provide professional services to client groups in circumstances requiring increasingly complex practice skills.</li> <li>Exercise greater specialist knowledge within the discipline and achieve higher level of outcomes under reduced professional direction.</li> <li>Apply professional judgement to select and apply new and existing methods and techniques.</li> <li>Demonstrate expertise obtained through appropriate professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).</li> </ul> </li> <li>The above requirements constitute the work definition for the Peer Assessment process as described in Section 2.</li> </ul>	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 and paraprofessionals. 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	Operates under broad policy direction in relation to the scientific aspects of a moderately complex area 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.  At this level work may involve the exercise of significant professional judgement based on a detailed knowledge of State initiatives and involvement in the development and/or application of discipline principles and new technology and/or knowledge of 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	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:  • A leading professional manager of a major program and operations; or  • A 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.  May be recognised as a national and/or international authority or as a specialist within the State. The grant funded scientist at this level may 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 discipline.		

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GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6
		work priorities to ensure	established ethics and	specialised field by adapting		
		operational standards and	standards for the	precedents and by making		
		efficiencies are met having	professional discipline.	significant departures from		
		regard to the needs of peers	As a senior professional	traditional approaches.		
		and the Funding Body and	specialist, work is normally	Professional independence		
		providing <i>professional</i>	without professional	and high levels of expertise		
		guidance for a team of grant	direction with discretion	and experience to		
		funded scientists. The senior	permitted within the	determine professional		
		professional supervisor is	boundaries of <i>broad</i>	standards, objectives and		
		expected to contribute to the	guidelines to achieve	priorities within the		
		development of subordinate	organisational goals.	framework of the agency's		
		individual grant funded	"	(or health unit's) corporate		
		scientists.	For some grant funded	goals, which includes the		
		Grant funded scientists may	scientists at this level may	requirements of the funding		
		also have <i>managerial</i>	have a high profile within	body will be evident.		
		responsibilities for a small	the discipline through higher	For some grant funded		
		work unit to ensure effective	qualifications or by	scientists at this level may		
		and coordinated services in	publications in refereed	involve the management of		
		respect to the management of	journals, and will operate	programs of <i>crucial</i>		
		external grant funding. This is	within broad guidelines to	importance to the State, to		
		the first level where a <i>grant</i>	achieve specific objectives	satisfy the government's		
		funded scientist may have	with professional	objectives or the agency's		
		managerial responsibilities.	independence. This may be	(or health unit's) corporate		
		= :	supplemented by evidence	goals, which includes the		
		There will be professional	of higher qualifications	requirements of the funding		
		independence in a general	and/or wide spread	body. This level is also		
		operational context involving	professional recognition of	responsible for professional		
		routine research, project or	expertise.	policy development and		
		case situations, requiring	It is likely that discipline	advice to government,		
		levels of expertise and	principles and new	peers and other research		
		experience to ensure and	technology requiring the	institutions.		
		contribute to professional	exercise of significant			
		standards, objectives and	professional judgement will	For a leading professional		
		priorities within the framework	be developed and applied.	specialist, development and		
		of the agency's (or health	This includes initiating,	overseeing the		
		unit's) corporate goals or grant	formulating and managing	implementation of new and		
		funding responsibilities.	research programs and	high level programs and		
		Professional direction is only	major projects, or providing	major investigations is a		
		received for those aspects of	scientific services or	major feature of this level,		
		work which involve new or	enterprises involving both a	as is an emphasis on		
		complex techniques or relate	service and research work.	strategic management		
		to areas of work outside the	It is expected that actions	within the area of		
		normal span of activity or have	which may span a range of	professional practice.		
		implications for the agency.	activities in a very complex,	The professional manager		
		High levels of initiative will be	specialised environment	at this level will have high		
		exhibited in accomplishing the	and contribute to the	level managerial		
		objectives and undertaking	formulation of corporate	responsibilities which		
		complex projects, either on an	policy and the	involve a staff comprising a		
		individual basis as a	implementation of corporate	large number of grant		
		recognised specialist, as a	policy directives.	funded scientists, and the		I

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GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		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. Such advice may be subject to review by senior management. The level of information provided and recommendations may influence decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs or funding outcomes.	Some grant funded scientists 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 directions within the area of professional practice, in addition to assessment and review of professional and operational standards.  For some grant funded scientists 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 in relation to	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.		
			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 may be provided as well as participation on interagency committees to develop policy, planning			

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NERAL OVERVIEW								
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B		
			and other initiatives.					
			With professional independence and high levels of expertise and experience, for some 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.					

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KNOWLEDGE AND EXPERIENCE								
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B		
Professional knowledge attained through a study of discipline theory and limited experience.  A developing level of operational competence.  In recognition of advanced skills and experience relevant to being a grant funded scientist, permanently appointed grant funded scientists who have been at the top increment of GFSc1 for 12 months or greater can apply to a Peer Assessment Panel for assessment to progress to GFSc2 (refer to Section 2).	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.	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 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.	Work at this level may include a combination of:  Has evidence of higher qualifications or discipline expertise.  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.	Work at this level may include a combination of:  Demonstrated application of high levels of professional knowledge, expertise, professional independence and competence and recognition as a leading national and/or 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	Work at this level may include a combination of:  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		

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KNOWLEDGE AND EX	(PERIENCE					
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
					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.	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.

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GFSc1 GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
Work undertaken at this level may involve a combination of:  Providing professional direction, support and oversight of GFSc1 and/or technical and support staff.  Assisting in planning, implementing and reporting on services.  Utilising knowledge and skills in contributing to research and/or service development activities of the relevant discipline or service area.  Identifying opportunities for improvement in professional tasks including developing and leading ongoing quality improvement activities with other staff.  Contributing to professional research and participate in the provision of professional in-service education programs to staff and students.  Project co-ordination which will require organisation and implementation of specific tasks or projects.	To contribute to the operational objectives of the work group, 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 the funding body.  • Undertakes projects of a complex nature with limited professional direction.  • Contributes to the development of operational policy.  • Undertakes professional direction subject to established professional direction subject to established professional standards.  • Assesses the professional advice and consultancy 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.	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 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	<ul> <li>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.</li> <li>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.</li> <li>Manages programs of crucial importance to the State to satisfy the government's objectives or the agency's or (health unit's) corporate goals.</li> <li>Provides expert specialist advisory skills with crucial impacts to the industry, the State and possibly the nation.</li> <li>Develops and directs the implementation of new and high level programs and major investigations, with a strategic emphasis.</li> </ul>	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	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

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OPERATIONAL OUTCOME	s					
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
		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 a small 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.      Manages small work units, including prioritising work, training of staff, monitoring work flow and setting local strategic plans.	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 significant 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		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 postgraduate level and may also include the supervision, training and guidance of research support staff including postgraduate and/or postdoctoral 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 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.	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 postgraduate level and may also include the supervision, training and guidance of research support staff including post-

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ATIONAL OUTCOMES	5					
GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			and major investigations with a strategic emphasis.			graduate and/or post- doctoral grant funded
			<ul> <li>Verifies the professional standards of operations and outputs.</li> </ul>			scientists who may be working on projects within the area of research expertise.  • Provision of highly specialised services to government agencies an as required specialised services to industry, which may include the promulgation of informati regarding current developments in medical science and the preparat of written material which incorporate reports on the development of new technologies or methodologies.
			Has significant managerial responsibilities and abilities.			
			Evaluates professional, technical and economic impacts of program.			
			<ul> <li>Participates on inter- agency and/or national committees to develop policy, planning and other initiatives.</li> </ul>			

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GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
	Exercises and accepts professional direction and co-ordination for a small work unit.      Exercises initiative in the application of professional practices either as a member (in some situations as supervisor but not a grant funded scientist with managerial responsibilities) or as a grant funded scientist in a team or independently.	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.	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 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	Positions at this level have crucial impacts to the agency (or health unit), to industry, to the State or to the nation.  State of the state or to the nation.	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 scientists at this level will generally report to an executive leposition (or equivalent) of a Chief Executive Offi and will operate with professional independer and have a high profile within their area of expertise. Positions have crucial and significant impacts on the organisat and biomedical science the international level.  An occupant of this posit will be sought by a range relevant and recognised bodies and/or individuals a leading national and international scientist an will attract national and international recognition the employing organisati. An occupant will possess high professorial status a will contribute to tertiary curricula development at delivery.  Appointment at this level occurs only under exceptional circumstance and recognises marked distinction in the grant funded scientist's resear and scholarship.

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GFSc1	GFSc2	GFSc3	GFSc4	GFSc5	GFSc6A	GFSc6B
			agency (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.			

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#### **SECTION 2: PEER ASSESSMENT PROCESS**

In recognition of advanced skills and experience relevant to being a *grant funded scientist*, temporary appointed *grant funded scientists* who have been employed for a period of not less than 5 years, can apply to a Peer Assessment Panel for assessment to progress to GFSc 2.

- (a) "Temporary appointed" means either a temporary contract for a specified period of time or successive temporary contracts that have been consecutive, provided that a break between two temporary contracts for the period of a weekend and/or a public holiday will be disregarded.
- (b) For the purpose of the peer assessment process "advanced skills and experience" means beyond routine professional tasks.

A supervisor or manager of an eligible GFSc 1 may initiate an application for assessment by the Peer Assessment Panel for a temporary appointed GFSc without the need for the 5 years to be in successive temporary contracts.

For example: An GFSc 1 was on a temporary contract from 1 July 2005 to 30 June 2010. That employee has a subsequent contract from 1 January 2011 and has for all time been employed as a *grant funded scientist* and was/is currently employed by an *agency*. The supervisor or manager may initiate an application for assessment by the Peer Assessment Panel.

A supervisor or manager initiated application is subject to assessment by the Peer Assessment Panel.

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

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

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

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

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

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

## Reclassification

The Peer Assessment Process **does not** remove or diminish the opportunity for a *grant funded scientist* (if eligible) to apply for a reclassification. A reclassification application will be considered and determined in accordance with the SA Health (Health Care Act) Human Resource Manual.

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## **APPENDIX 7: CORRECTIONAL OFFICERS**

This Appendix is to be read in conjunction with Part 9 of the S.A. Public Sector Salaried Employees Interim Award ("SAPSSEI Award").

For the purposes of this Appendix, a Correctional Officer means "an employee recruited, selected, trained and designated by the Department as a Correctional Officer who is an active participant in the management of prisoners, and ensures the safety and security of prisoners and correctional facilities".

#### 1. CORRECTIONAL OFFICERS WORK LEVEL DEFINITIONS

#### **Definitions**

"Correctional Institution" means a prison.

"One Stripe Officer" Means a CO-2 who is undertaking their workplace assessment guide for completion of their Certificate III in Correctional Practice.

"Advanced Correctional Officer" means a CO-2 who is assigned to CO-3 as a result of recognition of performance and the meeting of CO-3 criteria. Such officers are for all purposes part of the establishment base for Correctional Officers.

### Correctional Officer Level 1 (CO-1)

Employees at this level work under close direction and undertake activities in a *Correctional Institution* which require the application of basic practical skills, and knowledge of custodial operational procedures. Problems can be resolved by reference to procedures, well documented methods, and instructions. Work routines are established and there is only limited scope for interpretation. Limited discretion may be available by agreement to vary methods but not procedures. Assistance is available when problems occur. Training is a predominant feature of this level.

# Correctional Officer Level 2 (CO-2)

Employees at this level work under general direction and undertake a range of custodial functions involved in the practical application of skills developed through training and successful completion of Certificate III in Correctional Practice. Demonstrate a competent level of understanding of case management and appropriate security measures based on policy and procedures. Work routines and methods are established but there is some scope for the use of discretion in the application of those skills. Problems can be resolved by reference to procedures, documented methods and instructions. Assistance is available when problems occur. Employees at this level may be required to assist CO-1 or "one stripe officers" in their daily activities.

## **Correctional Officer Level 3 (CO-3)**

Employees at this level work under general direction and undertake a broad range of custodial functions within a *Correctional Institution*, including successful completion of Certificate IV in Correctional Practice or equivalent. At this level, a CO-3 will be undertaking all of the following:

- a) exercising skills, experience and knowledge to a higher level than CO-2;
- b) demonstrate a superior level of understanding of case management and appropriate security measures based on policy and procedures;
- c) demonstrate increased competence, a commitment to service excellence and professionalism in the operations of *the Correctional Institution*.

Work routines and methods are established but there is scope for the use of discretion in the application of those skills. Problems can be resolved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

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Employees at this level may also provide specialist skills which assists in the development, implementation and assessment of relevant prisoner industry or vocational programs.

Employees at this level may be required to assist CO-1 or "one stripe officers" in their daily activities. This may include the allocation of work, monitoring of the quality of work undertaken, the determination of priorities and providing on the job training and mentoring.

Employees at this work level may also be titled Correctional Industry Officer who possess a Certificate III in Correctional Practice and a recognised trade qualification or equivalent to a trade qualification.

## Correctional Officer Level 4 (CO-4)

Employees at this level work under general direction and may provide supervision and leadership to a small team of Correctional Officers, including the coordination of operations in areas of a *Correctional Institution*. Supervision requirements will include all of the following:

- a) determining priorities and the allocation of work;
- b) ensuring Correctional Officers maintain an effective system of static and dynamic security in the *Correctional Institution*;
- c) delegated authority for leave matters and undertaking the performance and development of staff, and completing performance development plans;
- d) undertake the Officer in Charge functions as required.

Employees at this level may have responsibility for implementation of contemporary case management practices for an allocated caseload of prisoners. This requires demonstrated sound understanding of the principles of case management in a custodial environment including effective interpersonal, counselling and mediation skills. Effective evaluation and implementation of policies and procedures including the preparation of written reports is required.

Work routines, and methods, are established but there is scope for interpretation. Problems can usually be resolved by reference to procedures, well documented methods, and instructions. Assistance is available when problems occur.

### Correctional Officer Level 5 (CO-5)

An employee at this level will be exercising skills, experience and knowledge that exceed CO-4. Employees at this level work under general direction and exercise responsibility for a large work group or a particular custodial function, including contributing specific expertise to planning, policy development and evaluation of programs within an area or unit. Work routines, methods and procedures are normally established but there is considerable scope for interpretation. Solutions to problems can generally be found in documented precedents, guidelines or instructions. Assistance is available if required. A significant involvement in the planning and delivery of training programs may be a feature of this level.

Employees may be required to undertake supervision of Correctional Officers. Supervision requirements will include all of the following:

- a) determining priorities and the allocation of work;
- b) ensuring Correctional Officers maintain an effective system of static and dynamic security in the *Correctional Institution*;
- delegated authority for leave matters and undertaking the performance and development of staff, and completing performance development plans.

# **Correctional Officer Level 6 (CO-6)**

Employees at this level work under limited direction and exercise managerial responsibility for a large custodial work program, involving the monitoring and oversight of operational staff, prisoners and programs, the planning and co-ordination of resources, and the implementation of policy. Employees at this level will report directly to the Assistant General Manager or General Manager of a *Correctional Institution* and be a member of the *Correctional Institution*'s management team participating in the development, promotion and implementation of the department's strategic

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direction. Usually only broad guidance and advice is provided in relation to operational requirements and deadlines to achieve end results in line with operating goals.

## Correctional Officer Level 7 (CO-7)

An employee at this level will be exercising skills, experience and knowledge that exceed CO-6. Employees at this level work under limited direction and exercise managerial responsibilities for a very large custodial work program or operation. Employees will report directly to the Assistant General Manager or General Manager of a *Correctional Institution* and be a member of the *Correctional Institution*'s management team participating in the development, promotion and implementation of the department's strategic direction. Employees at this level will demonstrate superior leadership, management and custodial experience above CO-6. Responsibilities at this level will reflect the size and complexity of the Department for Correctional Services' operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

#### 2. Translation Arrangements – Correctional Industry Officers

- 2.1 It is recognised and acknowledged that Correctional Industry Officers may have future opportunities as a result of being classified in accordance with the Correctional Officer work level definitions in accordance with this Appendix.
- 2.2 A Correctional Industry Officer who possesses a Certificate III in Correctional Practice and a recognised trade qualification or trade equivalent qualification may apply to translate and be classified in accordance with the Correctional Officer work level definitions.

#### 3. Public Holidays and Christmas Day on a Saturday – Not Required

- 3.1 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.
- 3.2 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.
- 3.2.1 In this clause, 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 DCS will maintain appropriate records by which to ascertain employees who have and have not been required to stand down.

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- 3.2.7 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.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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).

#### 4. CORRECTIONAL OFFICERS - HOURS OF WORK

- 4.1 The following will apply in lieu of clauses, 9.4.2 and 9.4.3 of "Part 9 Special Conditions for Employees Employed as Correctional Officers" of the SAPSSEI Award.
- 4.2 The ordinary working hours of work for shift workers will be an average of 38 per week to be worked on one of the following bases:
- 4.2.1 38 hours within a work cycle not exceeding 7 consecutive days; or
- 4.2.2 76 hours within a work cycle not exceeding 14 consecutive days; or
- 4.2.3 114 hours within a work cycle not exceeding 21 consecutive days; or
- 4.2.4 152 hours within a work cycle not exceeding 28 consecutive days; or
- 4.2.5 190 hours within a work cycle not exceeding 35 consecutive days; or
- 4.2.6 228 hours within a work cycle not exceeding 42 consecutive days; or
- 4.2.7 266 hours within a work cycle not exceeding 49 consecutive days; or
- 4.2.8 304 hours within a work cycle not exceeding 56 consecutive days.
- 4.3 The ordinary hours of day work will be worked in periods of eight consecutive hours excluding meal times whilst on day duty.
- 4.4 Each Correctional Officer is to have either 9 rostered days off in every period of 28 consecutive days, where one of the rostered days off is designated as a programmed day off or 18 rostered days off in every period of 56 consecutive days, where two of the rostered days off are designated as programmed days off.
- 4.5 A programmed day off is not to be changed except by:
- 4.5.1 mutual consent of the employer and the individual Officer concerned; and
- 4.5.2 the employer acting in accordance with subclause 9.4.4 of the SAPSSEI Award.
- 4.6 A Correctional Officer will be entitled to no more than 12 programmed days off in a period of 12 calendar months.
- 4.7 The implementation of work cycles greater than 152 hours within 28 days will occur by consultation on an Institution basis. The implementation of such cycles can be on a trial basis.

## 5. OPERATIONAL IMPROVEMENTS

5.1 All departmental or local agreements impacting on employment arrangements (e.g. call back, overtime arrangements, relief or acting down) will be rescinded as at the commencement of operation of this Appendix and be replaced by a Procedure(s) with a view to modernising and increasing the effectiveness of the correctional industry.

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#### 6. DAY SHIFT ESTABLISHMENT

- 6.1 Where a Correctional Institution is experiencing unexpected shortages of staff, local management and local representatives will genuinely discuss and where agreed implement ways to ensure that the Institution can operate with the staff currently available in the institution without restriction and maintain safe operations.
- This clause will be the subject of a review to commence after the first 6 months of operation of this Appendix. If at the conclusion of 12 months this clause has not resulted in agreement or implementation of ways to enable the substantive improvement to efficiency and effectiveness, the employer or PSA may seek the assistance of the Commission.

## 7. CORRECTIONAL OFFICER LEVEL 3 (CO-3) - ADVANCED CORRECTIONAL OFFICER (LOCAL TITLE)

- 7.1 Assignment to the CO-3 (Advanced Correctional Officer) is employee based not position based.
- 7.2 Up to 30% of Correctional Officers classified to CO-2 at each institution will be assigned as Advanced Correctional Officer CO-3. This will represent no more than 30% of the total number of the existing establishment for OPS-2 Correctional Officers working in Correctional Institutions from the first full pay period commencing on or after 1 January 2013. For the purposes of Correctional Officer establishment, officers classified at either CO-2 and CO-3 are counted as a single group and backfill or overtime or call back is based on the substantive classification level of the officer called in. That is where an Advanced Correctional Officer CO-3 who is rostered and on leave is backfilled by a CO-2, that CO-2 is paid as a CO2.
- 7.3 The implementation will be phased in equally over a three year period commencing not earlier than 6 months from the first full pay period commencing on or after 1 January 2013.
- 7.4 The number of CO-3 positions at each Correctional Institution will be proportionate to the Correctional Institution's CO-2 workforce establishment:
  - (a) For example where there are 30 Correctional Officer (CO-2) positions, up to ten CO-2 positions will be reclassified to CO-3 on a phased basis.
- 7.5 Assignment to the CO-3 level will be subject to a selection process based on merit (which includes consideration of experience, performance, training and conduct); the work level definitions and agreed job and person specification.
  - (a) The selection process will require applicants to the CO-3 positions to demonstrate that they possess the Certificate IV in Correctional Practice, or equivalent qualification(s) approved by the Chief Executive, DCS and have a current performance development plan.
- 7.6 Following the assignment of employees to the CO-3 positions at the Correctional Institution, the equivalent number of CO-2 Correctional Officers positions at the Correctional Institution where the new CO-3 position have been created will be abolished.
- 7.7 In the event that the required positions of CO-2 cannot be made vacant at a Correctional Institution that Correctional Institution will be regarded as "over its establishment" and this will be addressed through future recruitment.

# 8. Special Conditions For Employees Employed Within The Intensive Compliance Unit

- 8.1 For the purpose of this Appendix:
- 8.1.1 An Intensive Compliance Officer means "an employee recruited, selected and trained and designated by the Department for Correctional Services as an Intensive Compliance Officer to undertake day to day tasks associated with intensive monitoring of prisoners, offenders and bailees with an intensive supervision or electronic component of their order"; and
- 8.1.2 An Electronic Monitoring Centre Officer means "an employee recruited, selected and trained and designated by the Department for Correctional Services as an Electronic Monitoring Centre Officer to monitor alerts, investigate and undertake necessary follow-ups associated to those offenders subject to electronic monitoring, which encompasses offenders assigned onto the program within the metropolitan, country and drug court programs."

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- 8.2 HOURS OF WORK
- 8.2.1 The ordinary working hours of work for Intensive Compliance Officer and Electronic Monitoring Centre Officer working shift arrangements will be an average of 38 per week.
- 8.2.2 The ordinary hours of work will be worked in periods of 8 consecutive hours excluding meal times whilst on duty.
- 8.2.3 Each Intensive Compliance Officer and Electronic Monitoring Centre Officer is to have either 9 rostered days off in every period of 28 consecutive days, where one of the rostered days off is designated as a programmed day off or 18 rostered days off in every period of 56 consecutive days, where two of the rostered days off are designated as programmed days off.
- 8.2.4 A programmed day off is not to be changed except by mutual consent of the employer and the individual officer.
- 8.2.5 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be entitled to no more than 12 programmed days off in a period of 12 calendar months.
- 8.2.6 The implementation of work cycles greater than 152 hours within 28 days will occur by consultation and can be on a trial basis.
- 8.3 MEAL TIMES AND CRIB BREAKS
- 8.3.1 Meal breaks for Monitoring Centre Officers will be determined by operational requirements and based on a 30 minute break for the midday meal Monday to Friday in accordance with the SAPSSEI Award and this Enterprise Agreement.
- 8.3.2 Monitoring Centre Officers who participate in shifts other than day shift Monday to Friday will be permitted to partake of food over a crib period of 20 minutes during the time of, and whilst remaining on duty for, the shift.
- (a) Day shifts Monday to Friday will be 8 hours 30 minutes (including 30 minutes unpaid lunch break taken between 12 pm and 2 pm);
- (b) Those shifts other than day shift Monday to Friday are to include a paid 'crib' break. In these instances the employee's shift length will be 8 hours;
- (c) Public holidays that fall on a day of the week (Monday to Friday) will be treated as if this day was a weekend and day shift will include a paid 'crib break and in this instance the shift length will be 8 hours;
- In specific circumstances where the employee may request to take a meal break in lieu of a paid crib break for a shift they are rostered to undertake, they are to provide sufficient notice (at least 48 hours) to the Manager of the Intensive Compliance Unit to consider and if approved ensure alternative coverage is provided. In these circumstances the employees shift length will be extended by the period taken by the said meal break.
- 8.4 WEEKEND WORK/PUBLIC HOLIDAYS
- 8.4.1 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be paid for work done during ordinary rostered hours, ie not being overtime between 12 midnight Fridays and 12 midnight Saturday at the rate of time and a half.
- 8.4.2 An Intensive Compliance Officer and Electronic Monitoring Centre Officer will be paid for work done during ordinary rostered hours, ie not being overtime between 12 midnight Saturdays and 12 midnight Sundays at the rate of time and three quarters.
- 8.4.3 An Intensive Compliance Officer and Electronic Monitoring Centre Officer who is required to work on any public holiday prescribed in the *Holidays Act 1910* (or days observed in lieu thereof) or on any day proclaimed as a public holiday throughout the State pursuant to the provisions of the Act is to be paid at the rate of double time and a half for all hours worked on public holidays.
- 8.4.4 These payments are in substitution for and not cumulative upon the rates prescribed in "Clause 6.5 Hours of Duty Outside the Span of 8.00 am to 6.00 pm Monday to Friday, inclusive" of the SAPSSEI Award.

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#### **APPENDIX 8: DENTAL OFFICERS**

This Appendix applies to all Dental Officers employed by SA Health and is to be read in conjunction with Dental Officers Agreement (unregistered: dated 1980).

This classification structure operates notwithstanding any previous structure or structure in a previous agreement or industrial instrument.

#### 1. WORK LEVEL DEFINITIONS

These work level definitions apply to employees who are employed as Dental Officers.

## **Dental Officer (DO-1)**

Is a general dental practitioner who provides general and emergency oral health care to eligible clients who present with commonly encountered dental diseases and oral health problems.

A Dental Officer at this level provides limited clinical guidance to members of the dental team and works in partnership with other team members to achieve common goals. When complex or unusual health problems are encountered, he/she either consults with a more senior dental officer or, in the case of specialist care being required, refers the case to others for treatment.

Or

Is a graduate Dentist undertaking post graduate training in a specialised area of dentistry who receives clinical supervision, instruction, training and feedback from a Registered Specialist Dentist.

Registration as a dentist with AHPRA is required.

### Senior Dental Officer (DO-2)

Is a general dental practitioner who performs the full range of clinical dental duties described for the DO-1 level but, without guidance and assistance, diagnoses and administers treatment for dental diseases and oral health problems of a complex nature. Such cases require special skills in patient management, for example, when dealing with the very young or the very old and with patients who have other needs which adds to the complexity of their care such as physical, sensory, intellectual or mental health disabilities.

At this level, clinical procedures are performed with greater independence, including those cases where the dental health problems are of greater complexity, or require the application of dental public health principles. Where care is required outside the scope of a general dentist, he/she may consult with and/or refer cases to other dental officers with specialised knowledge in an area of dentistry.

The Senior Dental Officer assists DO-1 dentists in the treatment of more complex cases; creates learning environments for undergraduate dental and Bachelor of Oral Health students including tutoring; provides mentoring and supervision to dentists with limited registration and to less experienced dental practitioners and works in partnership with other team members to achieve oral health service requirements.

Registration as a dentist with AHPRA is required.

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# Senior Dental Officer/Senior Practitioner (DO-3)

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a complex nature. He/she exhibits a high degree of expertise and autonomy in the management of these cases which less experienced dentists would refer to a dental specialist or specialised practitioner. For some very complex cases, the dentist may consult with or refer to a Dental Specialist.

At this level, the Dentist has acquired a thorough understanding of the relationships and application of the basic sciences underlying dentistry to the health problems associated with the provision of dental care and is able to work without clinical guidance and provides clinical supervision of other dental practitioners including undergraduate dental students. The Dentist may also provide assistance with the development of strategic clinical direction for oral health programs by undertaking analysis of relevant data and the evaluation of strategic policy relating to oral health service provision.

Or

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a complex nature and provides clinical leadership and line management to other Dentists within a very large clinic or geographical area. The Dentist significantly contributes to the implementation of clinical policies and procedures and monitors and reports on the achievement of clinical objectives within the designated area.

Registration as a dentist with AHPRA is required.

### **Dental Specialist (DO-3)**

Is a Registered Dental Specialist who provides oral health services in an area of oral health speciality to complex referred patients including specialist clinical examination, diagnosis and the direct provision of specialist clinical treatments in accordance with public dental health principles. At this level the Dental Specialist receives some guidance and assistance from a more experienced Dental Specialist on more complex or unusual cases in the area of speciality.

The Registered Dental Specialist contributes to formal education and training programs including the tutoring of undergraduate dental students.

Registration as a specialist on the specialist register of AHPRA is required.

#### **Unregistered Dental Specialist (DO-3)**

Is an Unregistered Dental Specialist who independently performs clinical procedures in a specialised area of dentistry. He/she diagnoses and treats complex cases with minimal guidance but may consult with experts in the same or other areas of specialisation in exceptionally complex cases.

At this level the Dentist has acquired a thorough understanding of the relationships and applications of the basic sciences underlying dentistry to the dental health problems associated with the area of speciality and is able to work with independence, apply high level clinical judgement and provide high level clinical advice.

The Unregistered Dental Specialist provides mentoring, guidance and assistance to less experienced dentists in treatment planning, particularly for complex clinical cases and creates learning environments for undergraduate dental and Bachelor of Oral Health students including tutoring. In cases requiring a team approach to dealing with a health problem he/she consults with other dental specialists on the team.

Registration as a dentist with AHPRA is required.

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## Regional Clinician (DO-4)

Is a dental practitioner who provides general and emergency oral health care to eligible clients who present with dental diseases and oral health problems of a more complex nature.

He/she provides a significant contribution to the development of strategic clinical direction for oral health programs including the determination and reporting on clinical objectives and the development and implementation of Policies, Procedures and Clinical Practice Guidelines.

The Regional Clinician provides high level clinical leadership and contributes to skill development of clinical staff to meet oral health service requirements. He/she provides advice to management in the development and implementation of policies, procedures and Clinical Practice Guidelines.

Registration as a dentist with AHPRA is required.

### Senior Dental Specialist (DO-4)

Is a Registered Dental Specialist who provides oral health services to very complex referred patients including specialist clinical examination, diagnosis and treatment planning. At this level the Senior Dental Specialist is a consultant to other dental specialists and dentists on complex or unusual cases in the area of speciality. The Senior Dental Specialist provides assistance and advice to management, other Specialists, Clinical Leaders, Dentists and Specialist Dental Technicians which results in the provision of appropriate specialist oral health care for eligible patients. The Senior Dental Specialist provides supervision and mentoring for specialist postgraduate students and tutoring of undergraduate dental students.

There may be occasions where consultation occurs with another clinical colleague who is also an expert in the same or other areas of speciality. In cases requiring a team approach to dealing with a health problem he/she consults with other dental specialists and medical specialists on the team.

Registration as a specialist on the specialist register of AHPRA is required.

## **Director Dental Services/Chief Dental Officer (DO-5)**

Is a dental manager whose major responsibility is the management of a number of Dental Units, a complex Dental Unit or the provision of high level operational and strategic policy advice. He/she may also provide some direct clinical services including specialist clinical examination, diagnosis, treatment planning and treatment of patients with complex health needs and the development and delivery of teaching programs

A Director Dental Services/Chief Dental Officer is responsible for the dental public health leadership and governance of other managers of clinical activities, including the provision of appropriate direction and support. He/she implements policies and strategies within broad operating guidelines established by Divisional management and may be responsible for:

- The planning and allocation of financial, physical and human resources;
- The high level analysis of relevant data and the evaluation of strategic policy relating to oral health service provision
- Initiating and developing responses to contemporary clinical issues;
- Ensuring the establishment and implementation of clinical administrative practices and current dental philosophies;
- The evaluation of clinical, dental public health and financial performance including quality control programs;
- The counselling of dental managers on their performance

Registration as a dentist with AHPRA is required.

# **Director Clinical Services (DO-6)**

Is a Director, Clinical Services whose major responsibility is the provision of strategic clinical leadership across the SA Dental Service clinical Divisions. He/she provides high level clinical advice to Executive and is responsible for the overall establishment and effective implementation of

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clinical policies and guidelines in consultation with key stakeholders that ensure the delivery of high quality oral health services. He/she may also provide some direct clinical services

A Director Clinical Services is responsible for identifying innovative approaches to the provision of oral health services and the achievement of population health outcomes. He/she initiates and ensures the implementation of policies and strategies established by Executive and is responsible for:

- Clinical services provided to eligible patients represent best practice in clinical and public health;
- Clinical policies and procedures are developed in consultation with clinical staff;
- Operational planning that aligns clinical services with SA Dental Service strategic directions;
- Monitoring and evaluating the provision of clinical services within the SA Dental Service;
- The effective planning and allocation of financial, physical and human resources;
- Ensure professional leadership, clinical direction and skill development of clinical staff to meet service requirements.

As a member of the SA Dental Service Executive he/she has a significant involvement in the development of clinical policy and the planning of oral health services in South Australia.

Registration as a dentist with AHPRA is required.

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### **APPENDIX 9: MEDICAL PHYSICISTS**

This Appendix applies to all Medical Physicists employed by SA Health.

This Appendix will come into operation on and from the first full pay period commencing on or after 1 October 2014.

This classification structure operates notwithstanding any previous structure or structure in a previous agreement or industrial instrument.

#### 1. WORK LEVEL DEFINITIONS

These work level definitions apply to employees who are employed as Medical Physicists.

### **Definitions**

"ACPSEM" means the Australasian College of Physical Scientists and Engineers in Medicine.

"ACPSEM (Professional Standards Board) PSB" means the ACPSEM PSB establishes, and works to maintain, the professional standards for ACPSEM certified members.

"ACPSEM Register of Qualified Medical Physics Specialists (the Register)" means the ACPSEM Register is a Register of Qualified Medical Physics Specialists.

"Certified (Qualified) Medical Physics Specialist" means a person who has successfully completed ACPSEM certification (e.g. TEAP) or is on the ACPSEM Register of Qualified Medical Physics Specialists.

"DIMP" means a Diagnostic Imaging Medical Physicist.

"ROMP" means a Radiation Oncology Medical Physicist.

"TEAP" means the ACPSEM Training Education and Assessment Program.

"Managerial Responsibilities" means having responsibility for the overall management of a work unit (or major service of a work unit) and its output, operational policies/procedures, effectiveness and quality of work output.

"Multi-disciplinary" means the combination of several health professional and/or non-professional health related employees.

"Work Unit" means an organisational group of employees which must include Medical Physicists. The work unit may be described as a section or division or department of SA Health.

#### Introduction

These work level definitions apply to employees who are employed in SA Health as Medical Physicists. Medical Physicists is a health professional with specialised training in the medical applications of radiation physics. There are two distinct sub specialties: Radiation Oncology Medical Physicists (ROMPS) and Diagnostic Imaging Medical Physicists (DIMPS).

A **DIMP** works in the field of Nuclear Medicine and/or Radiology. Their role is to ensure that radiation (ionising and non-ionising) is used safely for the purposes of diagnosing various clinical conditions within the diagnostic imaging environment. They may also be responsible for the radiation safety of staff, patients and the public during radionuclide therapy using unsealed radioactive sources.

A **ROMP** is a physicist who works in the field of radiation oncology in order to ensure the safe, appropriate and effective use of radiation (radionuclides and radiation producing apparatus and their supporting systems) in the treatment of cancer and other diseases.

The *ACPSEM PSB* establishes, and works to maintain, the professional standards for *ACPSEM* certified members. It manages the overall training, education and appeals processes for medical physicists and biomedical engineers participating in the certification and CPD programs.

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The *ACPSEM Register* is a Register of Qualified Medical Physics Specialists. The Register is intended to guard against unsafe, incompetent and unethical practice in Medical Physics.

On completion of the *ACPSEM* Training Education and Assessment Program, a medical physicist will have obtained either *ROMP* or *DIMP* certification.

### Medical Physics Registrar (MPH-1)

Medical Physics Registrar is a graduate entry position for employees undertaking, or about to undertake, the *TEAP* in a medical physics speciality towards obtaining certification by the *ACPSEM* or other certification body acceptable to the Chief Executive SA Health.

The Medical Physics Registrar will receive close professional/clinical supervision, instruction and training from a Medical Physicists (MPH-2 or higher) and will be required to meet all of the following requirements:

- Perform under professional/clinical supervision Medical Physics Specialist tasks including Quality assurance, equipment calibration, equipment commissioning, radiation safety, dosimetry, dose optimisation, and clinical service.
- Undertake the mandatory training to achieve this.
- Attend any professional development activities and placements required by their clinical supervisor.
- Complete TEAP within an agreed timeframe set by the clinical supervisor (within ACPSEM guidelines).

A Medical Physics Registrar can enter the MPH-1 classification at a higher increment than step 1 if they have prior experience and academic qualifications in Medical Physics. Appointment at MPH-1 will be accordance with the following:

- Those with no post graduate qualifications will be appointed at MPH-1 Step 1. They will be
  required within six months after commencement, to enrol in the *TEAP* program. The
  Medical Physics Registrar is required to enrol in an *ACPSEM* accredited post graduate
  degree (Masters or PhD in Medical Physics) as per the *TEAP* requirements.
- Those who have completed the post graduate requirements of *TEAP* (e.g. have completed an *ACPSEM* recognised Masters or PhD in Medical Physics) will commence at MPH-1 Step 2.
- Those who have previous **TEAP** experience may be appointed by the appropriate delegate at a level higher than MPH-1 Step 1 commensurate with their experience level.

#### **Qualifications/Certification**

• An **ACPSEM** recognised 3-4 year undergraduate degree majoring in physics or a relevant branch of engineering.

## **Progress upon Completion of TEAP**

A Medical Physics Registrar who provides satisfactory evidence of successful completion
of the *TEAP* will progress to MPH-2 Step 1. The operative date for progression will be the
first full pay period commencing on or after the receipt of such evidence by the appropriate
delegate.

#### Medical Physicist (MPH-2)

A Medical Physicist will have completed **ACPSEM** certification or have been admitted to the **ACPSEM Register of Qualified Medical Physics Specialists**.

The Medical Physicist is expected to work under broad supervision. Such work will include (but is not limited to):

• Quality assurance, equipment calibration, equipment commissioning, radiation safety, dosimetry, dose optimisation and clinical service.

The Medical Physicist may also be required to:

 Provide medical physics education to other health professionals as well as other key stakeholders.

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- Undertake research to achieve the department's clinical aims.
- Maintain professional standards by attending, and presenting at, courses, conferences and meetings.
- o Provide supervision and training to Medical Physics Registrars.

Where the Medical Physicist has previous post-certification experience they may be appointed by the appropriate delegate at a level higher than MPH-2 Step 1 commensurate with their experience level.

#### Qualifications/Certification

- An ACPSEM recognised 3-4 year undergraduate degree majoring in physics or a relevant branch of engineering
- An ACPSEM recognised post graduate qualification in Medical Physics (e.g. a Masters or PhD).
- Certification:
  - o Completion of a ACPSEM Medical Physics certification scheme, or
  - Listed on the ACPSEM Register of Qualified Medical Physics Specialists
    through recognition by the ACPSEM Professional Standards Board as a Medical
    Physics Specialist.

Note: Applicants with non-ACPSEM certification or qualification (e.g. overseas applicants) must apply to be on the *ACPSEM Register of Qualified Medical Physics Specialists* within 6 months of commencing employment and maintain such registration for the duration of their employment.

### Senior Medical Physicist (MPH-3)

A Senior Medical Physicist has *significant* post-certification experience in their respective field of Medical Physics. They will typically be responsible for a number of clinical services and report to a Principal Medical Physicist and/or Chief Medical Physicist.

A Senior Medical Physicist is expected to be able to work independently and should be able to undertake all the tasks required of a Medical Physicist as well as supervise small teams of physicists (consisting of MPH-1s and MPH-2s) in order to coordinate the relevant clinical service as directed by the Principal Medical Physicist and/or Chief Medical Physicist.

# **Qualifications/Certification**

· As per Medical Physicist.

## **Experience**

• An expected minimum of 3 years post certification experience.

## **Principal Medical Physicist (MPH-4)**

A Principal Medical Physicist is responsible for a major medical physics service of a *work unit*. The Principal Medical Physicist will possess a high level of competency and experience in their respective field and as such will work independently, reporting to the Chief Medical Physicist. They may have *managerial responsibilities* for MPH-1s, MPH-2s and MPH-3s whilst providing overall professional supervision of all work undertaken. In addition, they would be expected to possess:

- High levels of expertise and experience to determine professional objectives and priorities within the framework of the work unit's goals.
- The capacity to operate as a specialist with authority in a field where the requirements are very complex and of crucial importance to work unit, state, or national levels.
- Ability to work in complex, non-routine situations that may call for the application of advanced problem solving abilities, and may require the application of *multi-disciplinary* skills/knowledge, and which may also require novel or innovative methods.
- Ability to conduct work with a professional independence, either on an individual basis or as a program leader.

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 Ability to provide a highly specialised consultancy service, in Medical Physics, to other clinical and scientific professionals within and external to the work unit.

#### Qualifications/Certification/

As per Medical Physicist.

### **Experience**

- An expected minimum 6 years post certification experience.
- Significant demonstrated clinical experience in Medical Physics.

### Chief Medical Physicist (MPH-5 Levels A and B)

The Chief Medical Physicist leads a Medical Physics *work unit* and is responsible for providing high level, expert strategic and operational leadership with *managerial responsibilities*. This will include collaborating with other departmental *multi-disciplinary* health professional seniors, to influence, foster, promote and facilitate the delivery of safe, best practice and cost effective, clinical radiation services to patients. In addition they would be expected to:

- Be responsible for initiating, establishing and refining complex organisational structures and work practices including strategic planning, negotiation and provision of staff recruitment, remuneration, performance, professional development and Work Health and Safety requirements and obligations.
- Hold the relevant financial delegated authority.
- · Lead effective student teaching and registrar training programs.
- Have overarching responsibility for the delivery of all radiation safety requirements for a
  Medical Physics work unit, which ensures ongoing compliance with the SA Radiation
  Protection & Control Act.
- Deliver high level and authoritative expert advice and consultation services for stakeholders within and external to SA Health, which supports the delivery and implementation of cutting edge technologies as well workforce planning. This may include leading and directing the delivery of complex business cases for the procurement, replacement and/or acquisition of radiation equipment.
- Be responsible for the management of major projects of regional significance.
- Contribute a high level of clinical, scientific and management expertise to influence, support and facilitate critical and complex regional strategic planning and policy development processes.

## Level of appointment as a MPH-5

There are two levels at which the MPH-5 may be appointed (Levels A and B). In addition to meeting the above criteria appointment at these levels includes the requirement to meet the following at the relevant level:

### Level A:

- The MPH-5A is accountable for the comprehensive management of resources of a work unit providing a range of medical physics services.
- It is expected that appointees at this level will have significant impacts on the organisation and the profession at a state/national/international level.

#### Level B:

- The MPH-5B is accountable for the comprehensive management of significant resources of a large Medical Physics **work unit** providing a range of medical physics services.
- It is expected that appointees at this level will have crucial and significant impacts on the
  organisation and the profession at the international level.

### Qualifications/Certification

As per Medical Physicist.

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### **Experience**

- An expected minimum 8 years post certification experience for Level A and an expected 10 years post certification experience for Level B.
- Significant demonstrated clinical experience in Medical Physics.

## 2. TRANSLATION ARRANGEMENTS

- a. These translation arrangements are a reference to that which applied immediately prior to the commencement of operation of this classification structure for Medical Physicist. The new Medical Physics structure will apply from the first full pay period (FFPP) after 1 October 2014.
- b. The new increment date for current SA Health employees who translate to the Medical Physicists structure will be the date the new structure takes effect (FFPP after 1 October 2014).
- c. Non-Certified\* DIMPS and ROMPS, who are employed by SA Health as at 20 October 2014, will transition to the new structure in the same manner as those enrolled in TEAP or with ACPSEM certification, but will not be eligible for promotion or reclassification to a higher level until they achieve ACPSEM certification.
- d. **DIMPs** and **ROMPs** with **certification** will translate into the new classification levels based on the following:

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Transition Schedule for Medical Physicists as at FFPP after 1 October 2014					
MeS1 (all)	MPH-1 Step 1				
MeS2 Increment 1	MPH-1 Step 2				
MeS2 Increment 2	MPH-1 Step 3				
MeS2 Increment 3	MPH-1 Step 4				
MeS2 Increment 4 & 5	MPH-1 Step 5				
MeS3 Increment 1	MPH-2 Step 4				
MeS3 Increment 2 & 3	MPH-2 Step 5				
MeS4 Increment 1	MPH-3 Step 1				
MeS4 Increment 2	MPH-3 Step 2				
MeS4 Increment 3	MPH-3 Step 3				
MeS4 Increment 4	MPH-3 Step 4				
MeS5 Increment 1	MPH-4 Step 1				
MeS5 Increment 2 & 3	MPH-4 Step 2				
MeS5 Increment 4	MPH-4 Step 3				
MeS6 A	MPH-5 Level A				
MeS6 B	MPH-5 Level B				

<sup>\*</sup> **Non-certified**: under certain circumstances a Medical Physicist may be classified as non-certified. This can arise from:

- A Medical Physicist employed within the previous Medical Scientist Classification (MeS), i.e. MeS2 or below, who at the time of transitioning into the Medical Physics (MPH) classifications did not have:
  - 1) ACPSEM certification, or
  - 2) registration on the **ACPSEM Register of Qualified Medical Physics Specialists**, or
  - 3) acceptance to the ACPSEM TEAP Program.
- An experienced Medical Physicist employed within the previous Medical Scientist Classification (MeS), i.e. MeS3 or above, who at the time of transitioning into the Medical Physics (MPH) classifications did not have:
  - 1) ACPSEM certification, or
  - 2) registration on the *ACPSEM Register of Qualified Medical Physics Specialists*.

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## **NOTIONAL PRESERVED SALARY**

- a. The notional preserved salary for each of the named employees in Table 1 (below) is inclusive of all wage increases during the life of the Agreement and is paid for all purposes, including leave on termination.
- b. Where an employee accepts a position outside of the Medical Physics classification; or progresses to a level within the Medical Physics structure which provides a rate of pay that is equal to, or greater than the notional preserved salary as provided in Table 1, the notional preserved salary will cease and will be replaced with the substantive salary of that position/level/step.

## Table 1:

EMPLOYEE (DEFINED BY EMPLOYEE NUMBER)	NOTIONAL PRESERVED SALARY
351455	\$72,961
361624	\$72,961
336574	\$82,081
367080	\$82,081
342593	\$97,153
347791	\$100,861
304087	\$108,681
335348	\$108,681
343722	\$108,681
324128	\$108,681
324290	\$108,681
346571	\$108,681

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## 3. SALARY SCHEDULE: MEDICAL PHYSICIST

This schedule will come into operation on and from the first full pay period commencing on or after 1 October 2014.

Classification	Step	First full pay period on or after 1/10/2014	First full pay period on or after 1/10/2015	First full pay period on or after 1/10/2016
MPH-1	1	\$59,725	\$61,218	\$62,748
	2	\$66,216	\$67,872	\$69,568
	3	\$72,708	\$74,525	\$76,389
	4	\$79,199	\$81,179	\$83,209
	5	\$85,691	\$87,833	\$90,029
MPH-2	1	\$94,131	\$96,484	\$98,896
	2	\$101,191	\$103,721	\$106,314
	3	\$108,251	\$110,957	\$113,731
	4	\$115,311	\$118,194	\$121,148
	5	\$122,370	\$125,429	\$128,565
MPH-3	1	\$127,206	\$130,386	\$133,646
	2	\$131,022	\$134,298	\$137,655
	3	\$134,953	\$138,327	\$141,785
	4	\$139,001	\$142,477	\$146,038
	5	\$145,154	\$148,783	\$152,503
MPH-4	1	\$148,004	\$151,704	\$155,497
	2	\$152,153	\$155,957	\$159,856
	3	\$162,099	\$166,151	\$170,305
MPH-5A		\$174,661	\$179,028	\$183,503
MPH-5B		\$189,318	\$194,051	\$198,902

## 4. MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

This Appendix is to be read in conjunction with the Medical Scientists (South Australian Public Sector) Award subject to:

# 4.1 Clause 6.1 Hours of Duty

- (a) Where there is reference to Medical Scientists classified MS.1 and M2.2 this will apply to Medical Physicists classified at Medical Physics Registrar (MPH-1);
- (b) Where there is a reference to Medical Scientists classified MS.3 this will apply to Medical Physicists classified at Medical Physicist (MPH-2).

# 4.2 Clause 6.2 Overtime

(a) Where there is reference to Medical Scientists classified MS.1 and M2.2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).

Note: Refer to Clause 10 "Overtime Salary".

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## 4.3 Clause 6.3 Shift Work

(a) Where there is a reference to Medical Scientist classified MS1 or MS2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).

## 4.4 Claus 7 Annual Leave

- (a) Where there is a reference to Medical Scientists classified MS1 and MS2 this will be read to apply to Medical Physicists classified at Medical Physics Registrar (MPH-1).
- (b) Where there is a reference to Medical Scientists classified MS.3 this will be read to apply to Medical Physicists classified at Medical Physicist (MPH-2).

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