

SOUTH AUSTRALIAN PUBLIC SECTOR WAGES PARITY (PLUMBING, METAL AND BUILDING TRADES EMPLOYEES) ENTERPRISE AGREEMENT 2011

File No. 3961 of 2011

**This Agreement shall come into force on
and from 5 October 2011 and have a life
extending until 31 December 2013.**

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



DATED 05 OCTOBER 2011

COMMISSION MEMBER



**SOUTH AUSTRALIAN PUBLIC SECTOR
WAGES PARITY
(PLUMBING, METAL AND BUILDING TRADES
EMPLOYEES)
ENTERPRISE AGREEMENT 2011**



Department of the Premier and Cabinet
(Public Sector Workforce Relations)
Level 5, 25 Grenfell Street
ADELAIDE SA 5000

GPO Box 2343
ADELAIDE SA 5001

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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 (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011”.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 The terms of this Enterprise Agreement will operate from the date of approval of the Enterprise Agreement by the Industrial Relations Commission of South Australia until 31 December 2013.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public/Public Sector Employment (CPE/CPSE) PSM Act Standards, Directions, Circulars, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The Government undertakes to, wherever possible, keep relevant employees informed of these issues.

2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are:
 - 2.1.1 To enable the SA public sector agencies and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers;
 - 2.1.2 To effect wages parity and increases in accordance with this Enterprise Agreement for employees bound by this Enterprise Agreement and employed in positions classified at the same level;
 - 2.1.3 To support South Australia’s Strategic Plan, the South Australian Health Care Plan and the achievement of government and agency objectives;
 - 2.1.4 To advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
 - 2.1.5 To support workforce flexibility, mobility, development and performance;
 - 2.1.6 To acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement; and
 - 2.1.7 To continue to apply to particular agencies terms as detailed in Appendix 2.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
 - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
 - 2.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
 - 2.2.3 Working flexibly to meet customer service needs, working with changing technology, and achieving the requirements of public sector building, metal and engineering maintenance service and infrastructure outcomes;
 - 2.2.4 Consultation in the development and implementation of public sector and agency based reform and change programs;
 - 2.2.5 Encouraging agencies to consider whether the engagement of an apprentice may be appropriate when a vacancy arises or during the recruitment process.

2.2.6 Employment security for employees bound by this Enterprise Agreement for the life of the Enterprise Agreement.

3. INTERPRETATION

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

“Act”	Means the <i>Fair Work Act 1994</i> ;
“administrative unit”	Means an administrative unit established under the <i>Public Sector Act 2009</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	Means an agency referred to in clause 4.2;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“association”	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“CE, DPC”	Means the Chief Executive of the Department of the Premier and Cabinet, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
“Chief Executive”	Means the person who is the principal administrative officer within the named agency, or delegate thereof;
“Commission”	Means the Industrial Relations Commission of South Australia;
“Commissioner’s Standard”	Means a Standard made, or varied or substituted for by the Commissioner for Public/Public Sector Employment under the <i>Public Sector Management Act 1995</i> , and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPE/CPSE pursuant to the <i>Public Sector Act 2009</i> ;
“CPE/CPSE”	Means the Commissioner for Public/Public Sector Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public/Public Sector Employment;
“employer”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Enterprise Agreement;
“employee representative”	Includes an association, as defined above;
“incorporated hospital”	Means a hospital incorporated under the <i>Health Care Act 2008</i> ;
“1996 Memorandum Of Understanding” and “MOU”	Means the document entitled “Memorandum Of Understanding” made between the Government and public sector unions (including the associations) on 20 December 1996;
“particular agency”	Means the agency or entity specifically referred to in the relevant clause;
“party”	Means the persons, entities and associations referred to in clause 4;

“plumbing, metal and building trades employee”	Means an employee covered by this Agreement who is employed in an agency specified in clause 4.2 and who has a classification specified within Appendix 1: Parity Wages;
“salaried employee”	Means an employee covered by the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010 (or successor), and does not include a weekly paid employee;
“this Enterprise Agreement”	Means the South Australian Government Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011;
“Voluntary Flexible Working Arrangement” and “VFWA”	Means a working arrangement of a type dealt with in Commissioner’s Standard 3.1 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
“weekly paid employee”	Means an employee covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2010 (or successor), and does not include a salaried employee or plumbing, metal and building trades employee.

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 Plumbers and Gasfitters (South Australia) Award (or successor);
 - 3.2.2 South Australian Government Building Trades Award (or successor); and
 - 3.2.3 South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007 (or successor).
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 2: Saved Clauses and Appendix 4: Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 2 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 2 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 2: Saved Clauses” will apply only to the particular agency to which the part refers, unless the clause otherwise provides; and clauses in any schedule in “Appendix 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 made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 3.10 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

4. PARTIES BOUND

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees:
- 4.1.1 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of plumbing, metal and building trades employees employed in an agency specified in clause 4.2 and who have a classification specified within Appendix 1: Parity Wages;
 - 4.1.2 Australian Workers' Union – Greater South Australian Branch (AWU);
 - 4.1.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU);
 - 4.1.4 Construction Forestry Mining Energy Union – Construction and General Division, SA Branch (CFMEU);
 - 4.1.5 Electrical Trades Union of Australia – South Australia Branch (ETU);
 - 4.1.6 The Plumbers and Gas Fitters Employees' Union of South Australia (PGEU);
 - 4.1.7 The United Firefighters Union of South Australia (UFU) responsiveness is limited to employees employed in the South Australian Metropolitan Fire Service; and
 - 4.1.8 Plumbing, metal and building trades 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 Wages.
- 4.2 Agencies
- 4.2.1 Agencies which are administrative units established pursuant to the *Public Sector Act 2009*, including:
- Department of Environment and Natural Resources
 - Department for Families and Communities
 - Department for Transport, Energy and Infrastructure
 - Department of Further Education, Employment, Science and Technology
 - Department of Health (including health services and incorporated hospitals)
 - South Australia Police Department
 - Any other administrative unit as may be established from time to time pursuant to the *Public Sector Act 2009*.
- 4.2.2 Other Agencies:
- South Australian Metropolitan Fire Service
- 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 not (except that this Agreement shall be binding on the CE, DPC in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
 - 4.3.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1 (unless the employee is employed in a position that has a classification specified in Appendix 1: Parity 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;
- 4.3.10As Firefighters employed by the South Australian Metropolitan Fire Service;
- 4.3.11As Hourly Paid Instructors;
- 4.3.12As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Educational Staff) Interim Award;
- 4.3.13As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14As Ministerial Contract Employees;
- 4.3.15As Nurses;
- 4.3.16As Personal Assistants to Members of Parliament;
- 4.3.17As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- 4.3.18As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- 4.3.19As School Bus Drivers in the Department of Education and Children's Services;
- 4.3.20As School Services Officers;
- 4.3.21As Statutory Office Holders;
- 4.3.22As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23As Trainees (but not trade apprentices) who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- 4.3.24As an employee who is subject to the South Australian Ambulance Service Enterprise Agreement 2007 (or successor);
- 4.3.25As a salaried employee; and
- 4.3.26As a weekly paid employee.

5. OTHER ENTERPRISE AGREEMENTS

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

6. WAGE ADJUSTMENTS

- 6.1 This clause refers to the wages schedules appearing in Appendix 1: Parity Wages.
- 6.2 Except as provided by this clause, the wage rates payable to employees are those detailed in Appendix 1: Parity Wages which provides for wage rates which will operate from the first full pay period to commence on or after the dates specified (the “applicable date”).
- 6.3 The wage payable to an employee as at the applicable date shall not reduce by reason of a wage schedule in this Enterprise Agreement.

SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD 2007

- 6.4 Employees who are employed pursuant to the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007 will be paid in accordance with the following:
 - 6.4.1 Schedule 1.3 for employees who are engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Electrical/Electronics) and who perform electrical/electronics work.
 - 6.4.2 Schedule 1.4 for employees who are either:
 - (a) engineering employees who perform mechanical work or hold Certificate I or Certificate II in Engineering (Mechanical); or
 - (b) engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Mechanical) and who perform mechanical work.
 - 6.4.3 Schedule 1.5 for employees who are either:
 - (a) engineering employees who perform fabrication work or hold Certificate I or Certificate II in Engineering (Fabrication); or
 - (b) engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Fabrication) and who perform fabrication work.

PEGGED EMPLOYEES

- 6.5 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.
 - 6.5.1 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.
 - 6.5.2 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.

7. HOURLY RATES

- 7.1 The hourly rates as specified in Appendix 1: Parity Wages will be payable for all purposes including:
 - 7.1.1 Annual leave;
 - 7.1.2 Sick leave;
 - 7.1.3 Rostered days off;
 - 7.1.4 Public holidays;
 - 7.1.5 Long service leave; and the

7.1.6 Calculation of overtime payments.

- 7.2 The hourly rates are inclusive of the following allowances, and include agency specific payments which are not contained in Awards. The parties agree that there is no entitlement to the payment of these allowances to employees from the first full pay period commencing on or after 31 December 2007.

7.2.1 South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007

- (a) Clause 22.1.1 Disabilities allowance, Unit 23 - Department of Administrative and Information Services;
- (b) Clause 22.1.2 Electrical tradesperson, Corrosion Section SA Water Corporation;
- (c) Clause 22.1.4 Lift Work Allowance;
- (d) Clause 22.1.6 Tool Allowance – tradespersons and apprentices;
- (e) Clause 22.2.4 Industry Allowance, Department of Administrative and Information Services;
- (f) Clause 22.2.5 Licence allowance, electrical tradespersons;
- (g) Clause 22.2.6 Metal tradespersons mechanical services group, Netley Workshops, Department of Administrative and Information Services;
- (h) Clause 22.2.7 Metal tradespersons (mechanical and electrical) Glenside Hospital, Lyell McEwin Health Service, Royal Adelaide Hospital and Northfield District Office of the Department of Administrative and Information Services;
- (i) Clause 22.2.9 Ship repairing;
- (j) Clause 22.2.10 Shipwright divers;
- (k) Clause 22.2.11 Whyalla and Iron Knob; and
- (l) Clause 22.3 Special rates.

7.2.2 South Australian Government Building Trades Award

- (a) Clause E3 Application of and Index to Special Rates;
- (b) Clause E4 Special Rates;
- (c) Clause E6 Industry Allowance “On Site” Construction;
- (d) Clause E7 Industry Allowance Other than “On Site” Construction;
- (e) Clause E9 Underground Allowance;
- (f) Clause E12 Tools and Tools Allowance;
- (g) Clause E13 Disabilities Allowance; and
- (h) Clause E15 Laser Safety Officer Allowance.

7.2.3 Plumbers and Gasfitters (South Australia) Award

- (a) Employees of the South Australian Government Departments and payment of an industry allowance as prescribed in Clause 28 “Other Conditions of Employment”;
- (b) Clause 31 Special Rates;
- (c) Clause 32 Disabilities Allowance, Royal Adelaide Hospital, Glenside Campus;
- (d) Clause 33 Multi-storey Allowance;
- (e) Clause 35 Asbestos Eradication;
- (f) Clause 36 Allowances included in Wage Rates; and

- (g) Part 2 – Construction Work On-site – Daily Hire Employees and Part 3 – Mixed Enterprises and Shopwork – Weekly Hire Employees of Schedule 1 – Rates of Pay.
- 7.2.4 South Australian Metropolitan Fire Service Administrative, Technical and Trades Employees Enterprise Agreement 2005
 - (a) Clause 16 Tool Allowance – Tradespersons and Apprentices; and
 - (b) Clause 17 Licence Allowance, Electrical Tradespersons.
- 7.2.5 South Australian Metropolitan Fire Service Engineering Workshop Employees Enterprise Agreement 2007
 - (a) Clause 20 Trades Allowance.
- 7.2.6 South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007
 - (a) Appendix 6: State Building and Plumbing Trades.
- 7.2.7 South Australian Government Wages Parity (Metal Trades) Enterprise Agreement 2005
 - (a) Clause 13 All Purpose Metal Trades Maintenance Allowance.
- 7.2.8 Agency Specific Payments
 - (a) Key Allowance, Women's and Children's Hospital. Except the parties agree that Mr Michael Schmidt will continue to be paid this allowance whilst he continues to be employed and classified as an Engineering Employee Level 4 at the Women's and Children's Hospital.
 - (b) Surgical Allowance, Women's and Children's Hospital.
 - (c) High Voltage Allowance, The Queen Elizabeth Hospital.
 - (d) Additional Allowance, Northern and Far Western Health Service (Whyalla Hospital).
 - (e) Lift Work Allowance, Royal Adelaide Hospital.

8. SALARY PACKAGING ARRANGEMENTS

- 8.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
 - 8.1.1 Subject to this clause, the rate of pay payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the rate of pay payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
 - 8.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the rate of pay that would have been payable had the employee not entered into a SSA.
 - 8.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the rate of pay that would have been payable had the employee not entered into a SSA.

9. MEMORANDUM OF UNDERSTANDING

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

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

- 9.1.1 The operation of that MOU will be extended for the life of this Enterprise Agreement, but only in relation to the persons, entities and associations referred to in clause 4 hereof;
 - 9.1.2 There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended;
 - 9.1.3 The employer will endeavour to find appropriate work for employees before they are formally declared excess; and
 - 9.1.4 The terms of the MOU do not form part of this Enterprise Agreement.
- 9.2 For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

10. WORKLIFE FLEXIBILITY

VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 10.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
- 10.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
 - 10.1.2A 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. Agreement to a proposed VFWA shall not be unreasonably withheld and affected employees will be provided with the reasons where it is not supported.
 - 10.1.3 This clause applies for the period an employee participates in a VFWA.
 - (a) Subject to this clause, the wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
 - (b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
 - (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
 - (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

10.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on the date of approval of this Enterprise Agreement.

10.2.1 Subject to this clause, an employee, other than a casual employee, who has completed twelve (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 leave or adoption leave (as applicable) on or after the date of approval of this Enterprise Agreement (the "maximum period").

10.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less five (5) years (including any periods of approved unpaid leave) will be entitled to eighteen (18) weeks on or after the date twelve (12) months after the date of approval of this Enterprise Agreement (the "maximum period").

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

- (a) The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- (b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

10.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:

- (a) To take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
- (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
- (c) A combination of (a) and (b).

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

10.2.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

10.2.7 This clause operates notwithstanding the *Paid Parental Leave Act 2010 (Cth)* effective from 1 January 2011.

RETURN TO WORK ON A PART TIME BASIS

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

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

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

FAMILY CARER'S LEAVE

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

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

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

10.5 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

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

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

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

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

10.6.4 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.

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

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

REIMBURSEMENT OF REASONABLE TRAVEL COSTS

10.7 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.

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

10.7.2 The employee ordinarily uses public transport.

10.7.3 Travel is by the most direct or appropriate route.

10.7.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.

10.7.5 The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

11. NIGHT SHIFT PENALTY

11.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clause 26.2.1 of the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007.

12. ON-CALL/RECALL

12.1 The provisions relating to on-call and recall, which are prescribed in the awards listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.

ON-CALL ALLOWANCES

12.2 Employees who are rostered to be on-call of a night time or during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty (as applicable), will be paid an allowance for each night or day (as applicable) as follows:

	From the first full pay period on or after 31 December			
	2010	2011	2012	2013
	\$	\$	\$	\$
Monday to Friday	26.35	27.15	27.95	28.80
Weekends/ Public Holidays/ Rostered Days Off	46.10	47.45	48.85	50.30

ON-CALL CONDITIONS

12.3 No employee should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to same.

12.4 The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to occupational, health and safety considerations.

- 12.5 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 12.6 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- 12.7 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.

RECALL TO WORK

- 12.8 Subject to 12.10 below, employees bound by this Enterprise Agreement, will be paid for a minimum of four (4) hours, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 12.9 Subject to 12.10 below, employees bound by this Enterprise Agreement, will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 12.10 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 12.8 and 12.9, is an employee's normal rate for overtime purposes.
- 12.11 All employees who travel to work as a result of receiving a recall to work will be:
 - 12.11.1 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
 - 12.11.2 permitted to use a taxi at the employer's expense to travel to and from the workplace; or
 - 12.11.3 permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

13. REST PERIOD AFTER OVERTIME

- 13.1 The provisions relating to rest period after overtime, which are prescribed in the awards listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.
- 13.2 If, in accordance with the *Occupational Health Safety and Welfare Act 1986*, there may be a safety risk to the employee or any other employee if the employee resumed work (after working overtime) at the normal starting time, the agency may release the employee without loss of pay for a period to be determined by the agency.

14. REST BREAK

- 14.1 An employee working overtime must be allowed a rest period of twenty minutes without deduction of pay after each four (4) hours of overtime worked if the employee is to continue to work after the rest break.
- 14.2 Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.
- 14.3 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and one-half (1½) hours, an employee, before starting the overtime is entitled to a meal break of twenty minutes to be paid at ordinary rates.

- 14.4 The employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.
- 14.4.1 In the event that an employee requests to take a meal break after starting the overtime, the timing of the break may be at the completion of overtime, subject to clause 14.4.3 below.
- 14.4.2 The employer shall not unreasonably withhold agreement to such a request.
- 14.4.3 In the event that an employee requests to take a meal break after starting the overtime, the employee must take a meal break after a maximum of three (3) hours.

15. OCCUPATIONAL HEALTH SAFETY AND WELFARE (OHSW)

- 15.1 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.
- 15.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- 15.2.1 Improve workplace health and safety;
- 15.2.2 Improve return to work performance; and
- 15.2.3 Reduce human and workplace costs of injury and illness.
- 15.3 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing OHSW in all work activities and workplaces through consultative processes.
 - Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance.
 - Introduction and maintenance of monitoring and reporting systems.
 - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 15.4 In establishing and maintaining a safe and healthy work environment, an agency will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

16. TRAINING AND DEVELOPMENT

- 16.1 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 and in particular, apprenticeships).
- 16.2 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.

- 16.3 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).

16.4 Mobility and secondments

16.4.1 The parties acknowledge the potential development opportunities for:

- (a) Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
- (b) Existing employees of the agency or employees of other agencies within the portfolio grouping of agencies to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

17. WORKPLACE FLEXIBILITY

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

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

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

17.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and productivity; work and non-work impacts on individual affected employees; and whether the Proposal has policy implications across agencies in the public sector. Where such policy implications arise, the affected employee/s, or relevant employee representative/s party to this Enterprise Agreement, may refer the Proposal to the CPSE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.

17.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including a relevant Award) provided that this requirement will be deemed to be met where the relevant agency and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.

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

17.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 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.

18. RECLASSIFICATION DATE

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

19. TOIL ENTITLEMENTS

- 19.1 An employee who accrues time off in lieu (TOIL) of overtime in accordance with the applicable Award cannot lose that entitlement.
- 19.2 Where an employee accrues TOIL, that is to be taken as follows:
- 19.2.1 At a time agreed with the employer within three (3) months of accrual; or
 - 19.2.2 With the agreement of the employer, may accrue up to five (5) days TOIL in a financial year before being subject to a direction to take the time; or
 - 19.2.3 At a time directed by the employer where the employee has not taken the time within three (3) months of accrual or would otherwise carry forward to the next financial year more than five (5) days TOIL.
- 19.3 Where as a result of urgent and unavoidable work an employee has approval to work through their lunch break and is not entitled to any consequential loading or payment in respect of that period or the period of work until the break is taken, the employee is entitled to take that break at the earliest opportunity. Where such an employee is not able to take a break prior to the completion of their work that day or shift, the employee is entitled to accrue as TOIL the period of the break not taken.

20. LIMIT ON PUBLIC HOLIDAY WORK

- 20.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays in any one (1) calendar year except with the agreement of the employee or in unavoidable circumstances.

21. MINIMUM HOURS OF ENGAGEMENT

- 21.1 A casual employee will be engaged for a minimum period of three (3) hours per occasion, unless otherwise expressly agreed between the agency and the employee.
- 21.2 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.
- 21.3 Nothing in this clause affects the operation of clause 11 On-call/Recall.

22. SPECIAL LEAVE

- 22.1 This clause only deals with special leave with pay and does not deal with special leave without pay.
- 22.2 Chief Executives may grant up to the equivalent of fifteen (15) days special leave with pay each service year to employees in accordance with Commissioner's Standard 3.4, Attachment D - Special Leave With and Without Pay.

23. PERSONAL LEAVE – INJURY AND SICKNESS

ENTITLEMENT TO PERSONAL LEAVE

- 23.1 An employee (other than a casual employee) who has a personal leave credit is entitled to personal leave if the employee is too sick to work.

ACCUMULATION OF PERSONAL LEAVE ENTITLEMENT

- 23.2 A full-time employee will receive twelve (12) days (or the equivalent hours) per annum for the purposes of personal leave.
- 23.3 Personal leave will be credited for individual employees based on their service year. Where an employee as at the date of approval of this Enterprise Agreement has their personal leave credited as at 1 July, that arrangement will continue in place.
- 23.4 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

CONDITIONS FOR PAYMENT OF PERSONAL LEAVE

- 23.5 The employee is not entitled to payment for personal leave unless:
- (a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
 - (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness. This clause is to be read in conjunction with and does not prevail over clauses in related Awards that deal with the production of medical certificates in the case of absence from work on account of personal illness or injury.
- 23.6 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

EXEMPTIONS

- 23.7 The provisions of sub-clause 23.2 do not apply to employees whose current annual entitlement to personal leave - injury and sickness exceeds 91.20 hours per annum.

24. LICENCES – PLUMBERS, REFRIGERATION AND AIR CONDITIONING MECHANICS

- 24.1 On and from the date of approval, employees who are engaged as plumbers, refrigerant and air conditioning mechanics who are required to obtain a workers registration, including a refrigerant handling licence, pursuant to the *Plumbers, Gas Fitters and Electricians Act 1995* will be reimbursed the cost of such a licence. Employees will be required to produce proof of payment to be eligible for reimbursement.
- 24.2 The provisions of clause 22.2.12 of the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007 will continue to apply to employees employed pursuant to this Award.

25. BUILDING TRADES STRUCTURE

- 25.1 Appendix 5: Work Level Definitions – Building Trades Employees applies in lieu of Clause A7 "Work Level Definitions" of the South Australian Government Building Trades Award.

26. TEAM LEADER

PLUMBERS AND BUILDING TRADES EMPLOYEES

26.1 An employee classified at Advanced Plumbing and Mechanical Services Tradesperson Level II or Building Tradesperson Advanced Skill Level II who undertakes the team leader duties as prescribed in clause 26.2 will be paid a weekly allowance for all purposes as set out in the table in clause 26.5.

26.2 Team Leader Duties:

26.2.1 allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level or of a lower level within the scope of the activity being undertaken);

26.2.2 inspect and ensure the quality of work undertaken by employees;

26.2.3 advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

26.2.4 ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

26.2.5 prepare and maintain records and incident reports;

26.2.6 provide an overall on-the-job leadership role;

26.2.7 exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;

26.2.8 assist in the on-the-job training of employees;

26.2.9 perform associated duties as directed.

METAL TRADES EMPLOYEES

26.3 This clause is in lieu of clause 22.1.3(b) of the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007.

26.4 An employee substantively employed at level M3 and who, in addition to their normal duties, performs team leader or responsible tradesperson duties (as defined in the classification level definitions Schedule A – Classification level definitions) will be paid an all purpose allowance as set out in the table in clause 26.5.

TEAM LEADER ALLOWANCES

26.5 The team leader allowances to be paid in accordance with this clause are as follows:

From the first full pay period on or after 31 December			
2010	2011	2012	2013
\$	\$	\$	\$
34.60	35.65	36.70	37.80

27. EMPLOYER AND EMPLOYEE DUTIES – COUNTRY HEALTH SOUTH AUSTRALIA (HOWSOEVER TITLED)

27.1 This clause only applies to regional incorporated hospitals within the management of Country Health South Australia (CHSA) (howsoever titled). The provisions have regard to the specific operational requirement of regional hospitals for flexible delivery of maintenance services and current practices.

27.2 In addition to the duties performed by a plumbing, metal and building trades employee as a consequence of their qualifications and classification in this Enterprise Agreement, CHSA may require an employee to carry out other maintenance service and related duties not contemplated within the classification structures of this Enterprise Agreement provided that:

- 27.2.1 the additional duties are within the limits of the employee's skills, competence and training (including appropriate training for required tools and/or equipment);
- 27.2.2 the additional duties are not designed to promote de-skilling; and
- 27.2.3 the employee consents to the additional duties where such an arrangement is an extension to current practice.

28. PERFORMANCE IMPROVEMENT

- 28.1 This Agreement recognises that the SA public sector will continue to evolve as a dynamic, productive and customer responsive entity.
- 28.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 28.3 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:
 - 28.3.1 Facilitating ongoing improvements to service delivery and achievement of "best practice".
 - 28.3.2 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.
 - 28.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
 - 28.3.4 Facilitating the achievement of an agency's performance goals and performance measures.
 - 28.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
 - 28.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.
 - 28.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegate decision-making.
- 28.4 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 3 in relation to the implementation of any shared services initiatives.

29. NO EXTRA CLAIMS

- 29.1 This Enterprise Agreement and its wages schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions). 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 *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.
- 29.2 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

30. CONSULTATIVE PROCESSES

- 30.1 The parties commit to the following consultative principles.
- 30.1.1 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.
 - 30.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
 - 30.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 30.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
 - 30.1.5 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.
- 30.2 In relation to significant issues of public sector wide reform, the CPSE will consult with the "SA Unions" (ie formerly known as the UTLC) in accordance with the above principles.

31. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 31.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 31.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 31.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 31.4 All parties have a right to seek representation in order to resolve any dispute.
- 31.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 30.11 of this clause will be handled as follows:
- 31.6
- | | |
|---------|---|
| Stage 1 | Discussions between the employee/s and supervisor. |
| Stage 2 | Discussions involving the employee/s and/or nominated representatives or delegates with the relevant agency management representative or nominated delegate. |
| Stage 3 | Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. At this stage, discussions may include representatives of the CE, DPC. |
- 31.7 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 31.8 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 31.9 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 31.10 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer

the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial dispute while the procedures of negotiation and conciliation are being followed.

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

31.12 Any grievance or dispute concerning workload will be handled as follows:

31.12.1 The employee/s will notify their manager in writing of the workload issue/s.

31.12.2 The manager should initiate discussions with the employee/s within 24 hours.

31.12.3 Should the matter not be resolved, discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.

31.12.4 If the matter remains unresolved a record of the discussions at paragraph 30.11.3 shall be forwarded to the Chief Executive, or in the case of an incorporated hospital or health centre, the Chief Executive Officer, who may issue directions as to the issue/s.

32. VARIATIONS

32.1 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.

32.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.

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

32.3.1 Consistent application within a particular agency of clauses identified at Appendix 2: Saved Clauses;

32.3.2 The implementation of a Workplace Flexibility Agreement; and

32.3.3 Any other agreed changes within the agency.

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

32.4.1 Is in respect of a part of, or a clause in a part of, Appendix 2; or will affect a particular agency/ies referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency/ies agree to the variation; or

32.4.2 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

32.4.3 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.

33. REVIEW – APPRENTICESHIPS

33.1 During the life of this Enterprise Agreement, SA Health and DTEI will review the extent and nature of engagement of apprentices by those agencies. This review will be undertaken in a consultative manner with employee representative/s.

- 33.2 In the event that any other agency party to this Enterprise Agreement intends to review its apprenticeship training and/or capacity to engage apprentices, it will consult with relevant associations.

34. RENEGOTIATION

- 34.1 Negotiations for a new Enterprise Agreement will commence no later than six (6) months prior to the expiry of this Agreement.

35. SIGNATORIES

Chief Executive, Department of the
Premier and Cabinet
And for and on behalf of
Department of Health
South Australian Metropolitan Fire Service

Witness

Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union

Witness

Australian Workers' Union – Greater
South Australian Branch

Witness

Construction Forestry Mining Energy
Union – Construction and General
Division, SA Branch

Witness

Electrical Trades Union of Australia –
South Australia Branch

Witness

The Plumbers and Gas Fitters
Employees' Union of South Australia

Witness

The United Firefighters Union of South
Australia

Witness

APPENDIX 1: PARITY WAGES

SCHEDULE 1.1: PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

SCHEDULE 1.2: SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

**SCHEDULE 1.3: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES
(METAL TRADES) AWARD – ELECTRICAL/ELECTRONIC STREAM**

**SCHEDULE 1.4: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES
(METAL TRADES) AWARD – MECHANICAL STREAM**

**SCHEDULE 1.5: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES
(METAL TRADES) AWARD – FABRICATION STREAM**

SCHEDULE 1.6: APPRENTICES

SCHEDULE 1.1: PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

Classification	Current	First full pay period on or after 31/12/2010	First full pay period on or after 31/12/2011	First full pay period on or after 31/12/2012	First full pay period on or after 31/12/2013
	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Plumbing and Mechanical Services Tradesperson Level I (P&MST-1) 100%	\$25.94	\$26.5885	\$27.3862	\$28.2078	\$29.0540
	\$26.43	\$27.0908	\$27.9035	\$28.7406	\$29.6028
Plumbing and Mechanical Services Tradesperson Level II (P&MST-2) 105%	\$27.12	\$27.9179	\$28.7554	\$29.6181	\$30.5066
	\$27.63	\$28.4453	\$29.2987	\$30.1777	\$31.0830
Plumbing and Mechanical Services Tradesperson - Special Class Level I (P&MST-3) 110%	\$28.28	\$29.2474	\$30.1248	\$31.0285	\$31.9594
	\$28.82	\$29.7999	\$30.6939	\$31.6147	\$32.5631
Plumbing and Mechanical Services Tradesperson - Special Class Level II (P&MST-4) 115%	\$29.45	\$30.5768	\$31.4941	\$32.4389	\$33.4121
	\$30.03	\$31.1544	\$32.0890	\$33.0517	\$34.0433
Advanced Plumbing and Mechanical Services Tradesperson Level I (AP&MST-1) 120%	\$30.62	\$31.9062	\$32.8634	\$33.8493	\$34.8648
	\$31.23	\$32.5090	\$33.4843	\$34.4888	\$35.5235
Advanced Plumbing and Mechanical Services Tradesperson Level II (AP&MST-2) 125%	\$31.80	\$33.2356	\$34.2327	\$35.2597	\$36.3175
	\$32.42	\$33.8635	\$34.8794	\$35.9258	\$37.0036

SCHEDULE 1.2: SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

Classification	Current	First full pay period on or after 31/12/2010	First full pay period on or after 31/12/2011	First full pay period on or after 31/12/2012	First full pay period on or after 31/12/2013
	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Building Trades Employee Training Level	\$19.62	\$20.1105	\$20.7138	\$21.3352	\$21.9753
Building Trades Employee Level 1 (WBT-1)	\$20.18	\$20.6845	\$21.3050	\$21.9442	\$22.6025
	\$20.46	\$20.9715	\$21.6006	\$22.2486	\$22.9161
	\$20.74	\$21.2585	\$21.8963	\$22.5532	\$23.2298
Building Trades Employee Level 2 (WBT-2)	\$21.02	\$21.5455	\$22.1919	\$22.8577	\$23.5434
	\$21.47	\$22.0068	\$22.6670	\$23.3470	\$24.0474
Building Trades Employee Level 3 (WBT-3)	\$21.96	\$22.5090	\$23.1843	\$23.8798	\$24.5962
	\$22.42	\$22.9805	\$23.6699	\$24.3800	\$25.1114
Building Trades Employee Level 4 (WBT-4)	\$23.13	\$23.7083	\$24.4195	\$25.1521	\$25.9067
	\$23.61	\$24.2003	\$24.9263	\$25.6741	\$26.4443
Building Tradesperson Level I (WBT-5) 100%	\$24.22	\$24.8255	\$25.5703	\$26.3374	\$27.1275
	\$24.73	\$25.3483	\$26.1087	\$26.8920	\$27.6988
Building Tradesperson Level II (WBT-6) 105%	\$25.40	\$26.0668	\$26.8488	\$27.6543	\$28.4839
	\$25.93	\$26.6157	\$27.4142	\$28.2366	\$29.0837
Building Tradesperson Special Class Level I (WBT-7) 110%	\$26.57	\$27.3081	\$28.1273	\$28.9711	\$29.8402
	\$27.12	\$27.8831	\$28.7196	\$29.5812	\$30.4686
Building Tradesperson Special Class Level II 115%	\$27.74	\$28.5493	\$29.4058	\$30.2880	\$31.1966
	\$28.32	\$29.1505	\$30.0250	\$30.9258	\$31.8536
Building Tradesperson Advanced Skill Level I 120%	\$28.91	\$29.7906	\$30.6843	\$31.6048	\$32.5529
	\$29.51	\$30.4180	\$31.3305	\$32.2704	\$33.2385
Building Tradesperson Advanced Skill Level II 125%	\$30.08	\$31.0319	\$31.9629	\$32.9218	\$33.9095
	\$30.70	\$31.6854	\$32.6360	\$33.6151	\$34.6236

SCHEDULE 1.3: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – ELECTRICAL/ELECTRONIC STREAM

Classification	Current	First full pay period on or after 31/12/2010	First full pay period on or after 31/12/2011	First full pay period on or after 31/12/2012	First full pay period on or after 31/12/2013
	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Engineering Tradesperson Level 1 (M10) (Trade Rate)	\$24.66	\$25.2765	\$26.0348	\$26.8158	\$27.6203
	\$25.16	\$25.7890	\$26.5627	\$27.3596	\$28.1804
Engineering Tradesperson Level 2 (M9)	\$25.83	\$26.5403	\$27.3365	\$28.1566	\$29.0013
	\$26.36	\$27.0785	\$27.8909	\$28.7276	\$29.5894
Engineering Tradesperson Special Class Level 1 (M8)	\$27.00	\$27.8042	\$28.6383	\$29.4974	\$30.3823
	\$27.55	\$28.3679	\$29.2189	\$30.0955	\$30.9984
Engineering Tradesperson Special Class Level 2 (M7)	\$28.17	\$29.0680	\$29.9400	\$30.8382	\$31.7633
	\$28.75	\$29.6574	\$30.5471	\$31.4635	\$32.4074
Engineering Tradesperson Special Class Level 2A (M7A)	\$29.34	\$30.3318	\$31.2418	\$32.1791	\$33.1445
	\$29.95	\$30.9468	\$31.8752	\$32.8315	\$33.8164
Advanced Engineering Tradesperson Level 1 (M6)	\$30.52	\$31.5956	\$32.5435	\$33.5198	\$34.5254
	\$31.14	\$32.2363	\$33.2034	\$34.1995	\$35.2255
Advanced Engineering Tradesperson Level 2 (M5)	\$31.69	\$32.8595	\$33.8453	\$34.8607	\$35.9065
	\$32.34	\$33.5257	\$34.5315	\$35.5674	\$36.6344
WMT-5A (Health Only)	\$32.85	\$34.1233	\$35.1470	\$36.2014	\$37.2874
	\$33.52	\$34.8152	\$35.8597	\$36.9355	\$38.0436
Engineering Associate Level 1 (M4)	\$32.85	\$34.1233	\$35.1470	\$36.2014	\$37.2874
	\$33.53	\$34.8152	\$35.8597	\$36.9355	\$38.0436
Engineering Associate Level 2 (M3)	\$35.20	\$36.6509	\$37.7504	\$38.8829	\$40.0494
	\$35.92	\$37.3941	\$38.5159	\$39.6714	\$40.8615

SCHEDULE 1.4: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – MECHANICAL STREAM

Classification	Current	First full pay period on or after 31/12/2010	First full pay period on or after 31/12/2011	First full pay period on or after 31/12/2012	First full pay period on or after 31/12/2013
	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Trainee Engineering Employee	\$19.62	\$20.1105	\$20.7138	\$21.3352	\$21.9753
Engineering Employee Level 1 (M14)	\$20.18	\$20.6845	\$21.3050	\$21.9442	\$22.6025
	\$20.46	\$20.9715	\$21.6006	\$22.2486	\$22.9161
	\$20.74	\$21.2585	\$21.8963	\$22.5532	\$23.2298
Engineering Employee Level 2 (M13)	\$21.02	\$21.5455	\$22.1919	\$22.8577	\$23.5434
	\$21.47	\$22.0068	\$22.6670	\$23.3470	\$24.0474
Engineering Employee Level 3 (M12)	\$21.96	\$22.5090	\$23.1843	\$23.8798	\$24.5962
	\$22.42	\$22.9805	\$23.6699	\$24.3800	\$25.1114
Engineering Employee Level 4 (M11)	\$23.13	\$23.7083	\$24.4195	\$25.1521	\$25.9067
	\$23.61	\$24.2003	\$24.9263	\$25.6741	\$26.4443
Engineering Tradesperson Level 1 (M10) (Trade Rate)	\$24.22	\$24.8255	\$25.5703	\$26.3374	\$27.1275
	\$24.73	\$25.3483	\$26.1087	\$26.8920	\$27.6988
Engineering Tradesperson Level 2 (M9)	\$25.40	\$26.0668	\$26.8488	\$27.6543	\$28.4839
	\$25.93	\$26.6157	\$27.4142	\$28.2366	\$29.0837
Engineering Tradesperson Special Class Level 1 (M8)	\$26.57	\$27.3081	\$28.1273	\$28.9711	\$29.8402
	\$27.12	\$27.8831	\$28.7196	\$29.5812	\$30.4686
Engineering Tradesperson Special Class Level 2 (M7)	\$27.74	\$28.5493	\$29.4058	\$30.2880	\$31.1966
	\$28.32	\$29.1505	\$30.0250	\$30.9258	\$31.8536
Engineering Tradesperson Special Class Level 2A (M7A)	\$28.91	\$29.7906	\$30.6843	\$31.6048	\$32.5529
	\$29.51	\$30.4180	\$31.3305	\$32.2704	\$33.2385
Advanced Engineering Tradesperson Level 1 (M6)	\$30.08	\$31.0319	\$31.9629	\$32.9218	\$33.9095
	\$30.70	\$31.6854	\$32.6360	\$33.6151	\$34.6236
Advanced Engineering Tradesperson Level 2 (M5)	\$31.25	\$32.2732	\$33.2414	\$34.2386	\$35.2658
	\$31.90	\$32.9528	\$33.9414	\$34.9596	\$36.0084
WMT-5A (Health Only)	\$32.42	\$33.5144	\$34.5198	\$35.5554	\$36.6221
	\$33.08	\$34.2202	\$35.2468	\$36.3042	\$37.3933
Engineering Associate Level 1 (M4)	\$32.42	\$33.5144	\$34.5198	\$35.5554	\$36.6221
	\$33.09	\$34.2202	\$35.2468	\$36.3042	\$37.3933
Engineering Associate Level 2 (M3)	\$34.77	\$35.9970	\$37.0769	\$38.1892	\$39.3349
	\$35.49	\$36.7550	\$37.8577	\$38.9934	\$40.1632

SCHEDULE 1.5: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – FABRICATION STREAM

Classification	Current	First full pay period on or after 31/12/2010	First full pay period on or after 31/12/2011	First full pay period on or after 31/12/2012	First full pay period on or after 31/12/2013
	(per hour)	(per hour)	(per hour)	(per hour)	(per hour)
Trainee Engineering Employee	\$19.62	\$20.1105	\$20.7138	\$21.3352	\$21.9753
Engineering Employee Level 1 (M14)	\$20.18	\$20.6845	\$21.3050	\$21.9442	\$22.6025
	\$20.46	\$20.9715	\$21.6006	\$22.2486	\$22.9161
	\$20.74	\$21.2585	\$21.8963	\$22.5532	\$23.2298
Engineering Employee Level 2 (M13)	\$21.02	\$21.5455	\$22.1919	\$22.8577	\$23.5434
	\$21.47	\$22.0068	\$22.6670	\$23.3470	\$24.0474
Engineering Employee Level 3 (M12)	\$21.96	\$22.5090	\$23.1843	\$23.8798	\$24.5962
	\$22.42	\$22.9805	\$23.6699	\$24.3800	\$25.1114
Engineering Employee Level 4 (M11)	\$23.13	\$23.7083	\$24.4195	\$25.1521	\$25.9067
	\$23.61	\$24.2003	\$24.9263	\$25.6741	\$26.4443
Engineering Tradesperson Level 1 (M10) (Trade Rate)	\$24.22	\$24.8255	\$25.5703	\$26.3374	\$27.1275
	\$24.73	\$25.3483	\$26.1087	\$26.8920	\$27.6988
Engineering Tradesperson Level 2 (M9)	\$25.40	\$26.0668	\$26.8488	\$27.6543	\$28.4839
	\$25.93	\$26.6157	\$27.4142	\$28.2366	\$29.0837
Engineering Tradesperson Special Class Level 1 (M8)	\$26.57	\$27.3081	\$28.1273	\$28.9711	\$29.8402
	\$27.12	\$27.8831	\$28.7196	\$29.5812	\$30.4686
Engineering Tradesperson Special Class Level 2 (M7)	\$27.74	\$28.5493	\$29.4058	\$30.2880	\$31.1966
	\$28.32	\$29.1505	\$30.0250	\$30.9258	\$31.8536
Engineering Tradesperson Special Class Level 2A (M7A)	\$28.91	\$29.7906	\$30.6843	\$31.6048	\$32.5529
	\$29.51	\$30.4180	\$31.3305	\$32.2704	\$33.2385
Advanced Engineering Tradesperson Level 1 (M6)	\$30.08	\$31.0319	\$31.9629	\$32.9218	\$33.9095
	\$30.70	\$31.6854	\$32.6360	\$33.6151	\$34.6236
Advanced Engineering Tradesperson Level 2 (M5)	\$31.25	\$32.2732	\$33.2414	\$34.2386	\$35.2658
	\$31.90	\$32.9528	\$33.9414	\$34.9596	\$36.0084
WMT-5A (Health Only)	\$32.42	\$33.5144	\$34.5198	\$35.5554	\$36.6221
	\$33.08	\$34.2202	\$35.2468	\$36.3042	\$37.3933
Engineering Associate Level 1 (M4)	\$32.42	\$33.5144	\$34.5198	\$35.5554	\$36.6221
	\$33.09	\$34.2202	\$35.2468	\$36.3042	\$37.3933
Engineering Associate Level 2 (M3)	\$34.77	\$35.9970	\$37.0769	\$38.1892	\$39.3349
	\$35.49	\$36.7550	\$37.8577	\$38.9934	\$40.1632

SCHEDULE 1.6: APPRENTICES

1. The following provisions apply to apprentices in lieu of the provisions of Clause 30 (Apprentices); Clause 30.3 and Clause 30.4 in Schedule 1 and Appendix A of the Plumbers and Gasfitters (South Australia) Award, Clause G4 (b), (c), (d) and (e) (Apprentices) of the South Australian Government Building Trades Award, Clause 20 (Apprentice Rates of Pay) and Clause 21 (Adult Apprentice Rates of Pay) of the South Australian Government Departments and Instrumentalities (Metal Trades) Award (as applicable).
2. The hourly rate of pay to be paid to apprentices will be in accordance with the percentages set out below applied to the hourly rate of a Plumbing and Mechanical Services Tradesperson Level I, or a Building Tradesperson Level I, or an Engineering Employee Level 5 (M10) in the relevant stream as prescribed in Schedule 1.3, Schedule 1.4 or Schedule 1.5 (as applicable).

	<i>Percentage of the Hourly Rate</i>
For the first year	45
For the second year	55
For the third year	75
For the fourth year	90

ADULT APPRENTICES

3. For the purpose of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the contract of training.
4. The rates for an adult apprentice will be in accordance with the "Minimum Standard for Remuneration" or the rates prescribed by this Schedule, whichever is the greater.

APPENDIX 2: SAVED CLAUSES

APPENDIX 2.1 – SOUTH AUSTRALIA POLICE DEPARTMENT

Clause 11 – Time off in Lieu of Overtime

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

APPENDIX 3: SHARED SERVICES PRINCIPLES

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

1. Employment security protection for employees transferred from an Agency to a shared service will be in accordance with Clause 9 “Memorandum of Understanding”, of this Enterprise Agreement.
2. An employee required to transfer from an Employer or Agency to a shared service agency (or division of an agency) will be entitled to the more favourable of the salary rates of the applicable Enterprise Agreement.
3. 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.
4. The terms and conditions of employment applicable to staff who are required to transfer to a shared service agency (or division of an agency) will be those generally applicable to employees covered under this Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
5. The following Human Resource Principles will be applied:
 - All positions will have an agency endorsed job and person specification.
 - It is the intention that as many ongoing employees affected by the shared service initiative as possible from the existing structures be placed into the new structure at their substantive classification level to meet the requirements of the shared services structure.
 - Approval can be sought from the Commissioner for Public Employment to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 Quality Staffing. This may include:
 - i. Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only;
 - ii. Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures;
 - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner’s Standard 2 Quality Staffing.
 - Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by the relevant Agency prior to any transition process.
 - Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

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

APPENDIX 4: WORKPLACE FLEXIBILITY AGREEMENTS

APPENDIX 5: BUILDING TRADES – WORK LEVEL DEFINITIONS

BUILDING TRADES EMPLOYEE TRAINING LEVEL

- Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities, applicable to the base level of work for which they have been recruited, in more than one occupational calling where appropriate.
- Appointment to the trainee level will be for a period of up to three months. At the expiration of that time shall be appointed to a base level position appropriate to their classification.
- Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned. Information will be provided with regard to Occupational Health and Safety regulations, procedure and legislation and Equal Employment Opportunity and practice.
- Direct instruction and monitoring by a skilled and experienced employee will be provided to employees at this level.

BUILDING TRADES EMPLOYEE LEVEL 1

- Employees at this level will be required to perform a broad range of routine tasks.
- Work at this level is characterised by the following:
 - o generally labour intensive in nature,
 - o may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
 - o performed under direct instruction,
 - o instruction given is by way of verbal, written or diagrammatic direction,
 - o provide assistance and co-operation to other employees,
 - o tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

BUILDING TRADES EMPLOYEE LEVEL 2

- Employees at this level will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1. Work at this level is characterised by the following:
 - o the application of specific and prescribed training and experience,
 - o may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of an employee at Level 1,
 - o performed under close direction,
 - o require the exercise of limited judgment in the execution of their own work,
 - o instruction given is by way of general verbal, written or diagrammatic direction,
 - o provide assistance and co-operation to other employees,
 - o tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
 - o may from time to time be required to perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress, subject to work and training availability.

BUILDING TRADES EMPLOYEE LEVEL 3

Employees at this level will be required to perform either:

- A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.
- Work at this level is characterised by the following:
 - o prerequisite skills have been acquired through relevant experience and/or training,
 - o may require the operation of machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
 - o performed under general direction,
 - o exercise judgment and initiative in the day to day execution of their own work,
 - o instruction given is by way of general direction,
 - o provide assistance and co-operation to other employees,
 - o tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member,
 - o may from time to time be required to perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress, subject to work and training availability.

OR

- Activities associated with Level 2 and the following:
 - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADES EMPLOYEE LEVEL 4

Employees at this level will be required to perform either:

- A range of higher level operative tasks, which are above and beyond the skill and knowledge of an employee at Level 3.
- Work at this level is characterised by the following:
 - o tasks performed require skill specialisation and/or detailed knowledge or training,
 - o may require the set up, program and operation of machinery, equipment and/or facilities,
 - o an ability to determine and appraise methods of work organisation,
 - o the implementation of detailed directions and procedures,
 - o provide assistance and guidance within their level of expertise to other employees,
 - o assist in the provision of on the job training to employees at the same or lower levels,
 - o tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
 - o may from time to time perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

OR

- Activities associated with Level 3 and the following:

- o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
- o inspect and ensure the quality of work undertaken by employees,
- o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- o prepare and maintain records and incident reports,
- o provide an overall on-the-job leadership role,
- o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
- o assist in the on-the-job training of employees,
- o perform associated duties as directed.

**BUILDING TRADESPERSON LEVEL I (100%)
(Base Trade Level)**

- A Building Tradesperson Level I is an employee who holds a trade certificate or its equivalent in the building trades who is able to exercise the skill and knowledge of that trade.
- A Building Tradesperson Level I works above and beyond an employee at Building Trades Employee Level 4 and to the level of her/his training:
 - o exercises good interpersonal communication skills,
 - o reads, interprets and applies information from plans,
 - o understands and applies quality control techniques,
 - o exercises discretion within the scope of this grade,
 - o performs work under general supervision either individually or in a team environment,
 - o is able to perform tasks safely and be able to identify hazards within their sphere of work,
 - o assist with informal on-the-job guidance to a limited degree,
 - o performs non-trade tasks incidental to his/her work,
 - o has knowledge of the relevant trade discipline and how they relate to the other areas within the building industry,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

- Activities associated with Level 4 and the following:
 - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADESPERSON LEVEL II (105%)

- A Building Tradesperson Level II is an employee who has successfully completed three appropriate modules in addition to the training requirements of a Building Tradesperson Level I; or equivalent or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Level II works above and beyond a Building Tradesperson at Level I and to the level of her/his training:
 - o exercises the skills attained through completion of the training or experience prescribed for this classification,
 - o works under general supervision either individually or in a team environment,
 - o understands and implements quality control techniques,
 - o provides trade guidance and assistance as part of a work team,
 - o exercises discretion within the scope of this grade,
 - o has knowledge of occupational, health and safety requirements subject to the level of their training,
 - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training or work experience to enable them to perform the particular tasks:
 - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design, minor construction and fit-out work,
 - o performs non-trade tasks incidental to his/her work,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

- Activities associated with a Building Tradesperson Level I and the following:
 - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADESPERSON SPECIAL CLASS LEVEL I (110%)

- A Building Tradesperson Special Class Level I is an employee who has completed the following training requirements:
 - o successfully completed six appropriate modules in addition to the training requirements of Building Tradesperson Level I; or equivalent; or
 - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Special Class Level I works above and beyond a Building Tradesperson Level II and to the level of her/his training:
 - o exercises the skills attained through completion of the training and/or experience prescribed for this classification,
 - o understands and implements quality control techniques,
 - o provides trade guidance and assistance as part of a team,
 - o exercises discretion within the scope of this grade,
 - o works under limited supervision either individually or in a team environment,
 - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
 - o exercises precision trade skills using various materials and/or specialised techniques,
 - o schedule and plan work activity,
 - o write brief reports on work activity,
 - o recognise hazards associated with tasks in their field of work,
 - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design, or minor construction and fit-out work,
 - o provide support and assistance in other building trade areas to the level of training,
 - o performs non-trade tasks incidental to his/her work,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

- Activities associated with Building Tradesperson Level II and the following:
 - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADESPERSON SPECIAL CLASS LEVEL II (115%)

- A Building Tradesperson Special Class Level II is an employee who has completed the following training requirements:
 - o successfully completed nine appropriate modules in addition to the requirements of Building Tradesperson Level I; or equivalent; or
 - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Special Class Level II works above and beyond a Tradesperson Special Class Level I and to the level of her/his training;
 - o exercises the skills attained through completion of the training prescribed for this classification,
 - o provides trade guidance and assistance as part of a work team,
 - o understands and implements quality control techniques,
 - o works under minimal supervision either individually or in a team environment,
 - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
 - o exercises high precision trade skills using various materials and/or specialised techniques,
 - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit-out work,
 - o exercises skills in preventative maintenance programs,
 - o performs non-trade tasks incidental to his/her work,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

- Activities associated with Building Tradesperson Special Class Level I and the following:
 - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADESPERSON ADVANCED SKILL LEVEL I (120%)

- A Building Tradesperson Advanced Skill Level I is an employee who has completed the following training requirements:
 - o successfully completed 10.5 appropriate modules in addition to the training requirements of Building Tradesperson Level I; or
 - o equivalent accredited training; or
 - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- An Advanced Building Tradesperson Level 1 works above and beyond a Building Tradesperson Special Class Level II and to the level of his /her training:
 - o exercises the skills attained through completion of the training prescribed for this classification,
 - o exercise discretion within their level of training,
 - o provides trade guidance and assistance as part of a work team,
 - o understands, implements and guides others in quality control techniques,
 - o works under minimal supervision either individually or in a team environment,
 - o reads, interprets and applies information from plans,
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
 - o exercises high precision trade skills using various materials, equipment and/or specialised techniques,
 - o possesses effective written and verbal skills in order to provide concise reporting and communication,
 - o exercise advanced skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit-out work,
 - o exercises extensive skills in preventative maintenance programs,
 - o performs non-trade tasks incidental to his/her work,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

OR

- Activities associated with Building Tradesperson Special Class Level II and the following: allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
 - o inspect and ensure the quality of work undertaken by employees,
 - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
 - o prepare and maintain records and incident reports,
 - o provide an overall on-the-job leadership role,
 - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
 - o assist in the on-the-job training of employees,
 - o perform associated duties as directed.

BUILDING TRADESPERSON ADVANCED SKILL LEVEL II (125%)

- A Building Tradesperson Advanced Skill Level II is an employee who has completed the following training requirements:
 - o successfully completed twelve appropriate modules in addition to the training requirements of Building Tradesperson Level I; or
 - o equivalent accredited training; or equivalent; or
 - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Advanced Skills Level II works above and beyond an Advanced Skill Tradesperson Level I and to the level of her/his training;
 - o undertakes quality control and work organisation at a level higher than for an Advanced Level Tradesperson Level I,
 - o provides trade guidance and assistance as part of a work team,
 - o provides formal and on-the job training to employees in conjunction with supervisors/trainers,
 - o performs maintenance planning and predictive maintenance work within their field of work,
 - o prepares reports of a technical nature on specific tasks or assignments as directed,
 - o exercises broad discretion within the scope of this level.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:
 - o use information from plans to identify, diagnose and solve problems related to work in a specific field,
 - o be able to identify any deviations from plans and sketches,
 - o schedule and plan work for a team and provide brief reports on the progress and quality of the work,
 - o exercise advanced skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction, and fit-out work,
 - o exercises extensive skills in plan, design and evaluation of preventative maintenance programs,
 - o performs non-trade tasks incidental to his/her work,
 - o performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C – Changes to Redeployment Practice”
of the MOU is varied as follows with effect from the date of approval of this Enterprise
Agreement by the Commission.

The following changes to redeployment practice presently prescribed in Commissioner's Standard 2 'Quality Staffing' have been agreed between the parties to take effect from the date of approval of this Enterprise Agreement by the Commission. The changes will apply to employees who are excess on or after the date of approval of this Enterprise Agreement by the Commission.

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

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

Replace with:

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

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

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

The following changes were agreed in the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2004 in relation to redeployment practice which at that time were prescribed in Public Sector Management Act Determination No. 3 (made on 19/03/03) and were agreed between the parties to take effect from 28 October 2004, and to apply to employees who are excess on or after 28 October 2004. Those changes will continue to have effect.

The following will be added to PSM Act Determination 3:

Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with PSM Act Determination 2.

Where a redeployee is not placed in an alternative ongoing or long term position at the employee's substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency's requirements (or, in the case of existing unplaced redeployees from 28 October 2004. (The period of income maintenance, remains the same as that prescribed in PSM Act Determination 3). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

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

The period of income maintenance will continue (up to the maximum entitlement) if an employee accepts an offer of an ongoing position classified below the redeployee's substantive classification. The redeployees rate of pay applying at the nominal end of the income maintenance period will then be pegged at that amount until such time as the rate of pay for the new position equals or exceeds the pegged rate of pay.

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

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

The following will be added to Part 6 Redeployment Principles in Direction No. 6.

- 6.1(e) Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.
- 6.1(f) If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No. 6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.
- 6.1(g) An excess employee will:
- (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
 - (ii) attend interviews as requested and participate in them in a positive and constructive manner;
 - (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
 - (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
 - (v) comply with all attendance requirements.

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