

WORKCOVER CORPORATION OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2012

File No. 5416 of 2012

This Agreement shall come into force on and from 22 January 2013 and have a life extending for a period of until 31 March 2015 therefrom.

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

DATED 22 JANUARY 2013.



A handwritten signature in black ink, appearing to be 'Gerrit Staw', written over a horizontal line.

COMMISSION MEMBER





WorkCover SA

Enterprise Agreement 2012

Title

This Agreement will be referred to as the WorkCover Corporation of South Australia Enterprise Agreement 2012.

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Definitions

“Agreement” means this Agreement.

“Award” means the WorkCover Corporation of S.A. Award 2012.

“WorkCover” means the WorkCover Corporation of South Australia.

“Employee” means and includes all employees appointed to positions in Classification Level 1 to 7 (Grade 1 to 5) as prescribed in the Award.

“Salary” means the gross cash component of an employee's total remuneration prior to any salary sacrifice items.

“Industrial Association” means the Community and Public Sector Union, SPSF Group/Public Service Association (PSA/CPSU).

“Ordinary Rate of Pay” means an employee’s substantive salary, ie exclusive of any allowances including Higher Duties Allowance.

“Family member” includes: a spouse or domestic partner; a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; any other member of the employee’s household; and any other person who is dependent on the employee’s care.

“Continuous service” means, for the purpose of calculating length of service of an employee in accordance with clauses 24 and 25, any period of employment with WorkCover (including service with the former "SGIC Claims Agency" dating from 2 February 1987) which has not been broken other than by a period of approved paid or unpaid leave or by a period of absence of less than three months duration immediately prior to the employee’s re-employment by WorkCover. For the purpose of calculating actual service entitlements (as opposed to determining continuous service), unpaid absences will not count as part of an employee’s total service with WorkCover, as per clause 48 of this agreement.

Commencement and period of operation

- 4.1 This Agreement shall operate from the date of approval by the Industrial Relations Commission of South Australia and will nominally expire on 31 March 2015.

Scope and parties bound

- 5.1 This Agreement will be binding on:
 - 5.1.1 the WorkCover Corporation of South Australia (WorkCover);
 - 5.1.2 employees of WorkCover;
 - 5.1.3 the Industrial Association, and
 - 5.1.4 the Chief Executive of the Department of the Premier and Cabinet as the declared employer for the purposes of the *Fair Work Act 1994 (SA)*, in relation to the WorkCover Corporation of South Australia.

Application

- 6.1 This Agreement will operate to the exclusion of any Certified Agreements or Enterprise Agreements that may otherwise apply and will be read and interpreted in conjunction with the Award, provided that, where there is any inconsistency, this Agreement will take precedence.
- 6.2 This Agreement does not limit the application of:
 - 6.2.1 Sections 21 to 24 of the *WorkCover Corporation Act 1994*; and
 - 6.2.2 Part 3 of the *Public Sector Act 2009 (SA)*.
- 6.3 The application of such Acts is preserved and will take precedence over any inconsistent provisions of this Agreement.

No extra claims

- 7.1 The parties undertake that during the period of operation of this Agreement there shall be no further wage or other claims sought or granted relating to the relationship of the employer and employee, whether dealt with in this Agreement or not, except where provided under the terms of this Agreement.

Renegotiation

- 8.1 The parties will commence negotiation of a new Agreement no later than six (6) months prior to the expiry of this agreement.

Purpose and intent

- 9.1 WorkCover is committed to:
 - 9.1.1 continuing use of the “Behaviours we value” as captured in the Performance and Career Development system;
 - 9.1.2 fair and equitable treatment of its employees;
 - 9.1.3 the enhancement of flexibility in the employment of its employees to achieve corporate goals;
 - 9.1.4 increasing efficiency and effective service delivery;
 - 9.1.5 achieving the business strategy and the necessary culture to facilitate this aim;
 - 9.1.6 improving consultation for all employees;
 - 9.1.7 providing appropriate training, retraining and career guidance aimed at supporting employees to reach their full potential and maximum employability both inside and outside WorkCover;
 - 9.1.8 recognising employee achievement informally and formally through a recognition system;

- 9.1.9 abiding by relevant laws in all its dealings with employees;
- 9.1.10 ensuring its policies are understood and fairly and consistently applied, this will be reviewed and monitored on an on-going basis;
- 9.1.11 taking into account family responsibilities and lifestyle changes;
- 9.1.12 ensuring that the focus of WorkCover's efforts continues to be on the achievement of the strategic plan through its critical success factors.

Consultation

10.1 Consultation principles

- 10.1.1 Proper consultation involves the sharing of information and the exchange of views between employees and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to, or influence, any decision-making process.
- 10.1.2 WorkCover undertakes to consult in good faith, not simply advise what will be done.
- 10.1.3 The parties to this Agreement accept that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 10.1.4 Workplace change which will have a significant effect on employees should not be implemented before appropriate consultation has occurred. WorkCover will notify those employees affected by the proposed changes and their appointed representatives, including FSU and PSA/CPSU representatives. These notifications will be given concurrently where practicable.
- 10.1.5 Employee representatives, including the FSU and the PSA/CPSU, will be given the opportunity to adequately consult with the employees they represent in the workplace, in relation to any significant proposed changes that may affect employees' working conditions.

10.2 Consultation Process

- 10.2.1 In keeping with the consultation principles detailed in 10.1 above, WorkCover will adhere to the following process:
 - providing wherever possible all relevant information to employees about pending changes or decisions or other issues that will or may impact on them;
 - in making decisions, taking into account the views expressed by internal and external stakeholders where appropriate; and
 - explaining Corporate decisions that have been made.

- 10.3 Consistent with subclause 10.1.2 above, it is agreed that the Consultative Group continue to foster communication between WorkCover and its employees.
- 10.4 The Consultative Group is the key forum for consultation. However, in addition to this Group, WorkCover may hold separate discussions with the FSU and the PSA/CPSU, provided that these discussions do not usurp the function of the Consultative Group.
- 10.5 For the duration of this Agreement the Consultative Group will consist of up to two (2) elected staff members from each Business Group, and one (1) Job Representative and one (1) Industrial Officer from each Industrial Association. WorkCover will provide up to three (3) management representatives, as well as Executive Support.
- 10.6 Elections will be managed entirely within each Business Group with any ongoing employee able to nominate. Elections will be conducted internally by secret ballot.
- 10.7 The successful employee will hold the position for the duration of the Agreement.
- 10.8 In the event of a vacancy occurring new elections must be held.
- 10.9 Where an Elected Representative decides that he/she is unable to fulfil their role of representing all staff of their Business Group for any reason, Business Group staff, or a section of Business Group staff, may choose to be represented by another nominated member of the Business Group, or Deputy or Proxy to the Elected Representative on a needs basis, until such time as the Elected Representative is able to resume normal representation.
- 10.10 Consultation will include, but not be limited to, all areas covered specifically in this Agreement and changes in WorkCover policy. It is agreed that appropriate training for members of the Consultative Group will occur where necessary in the areas of communication, decision making, problem solving and negotiation.

Employee responsibilities

- 11.1 WorkCover has expectations of its employees' responsibilities and duties. All employees:
 - 11.1.1 must follow lawful and reasonable instructions at all times;
 - 11.1.2 are expected to become acquainted and work in accordance with all of WorkCover's policies, including any changes and amendments made from time to time.
- 11.2 Nothing in this Agreement is intended to remove or limit an employee's or WorkCover's rights and obligations at common law.

Workplace and employment policies

- 12.1 This Agreement will be read in conjunction with WorkCover's policy. Where policy is inconsistent with this Agreement, the Agreement will prevail. A copy of WorkCover's policies as varied from time to time will be made available and reasonably accessible to employees.

Classifications

- 13.1 The classification structure in Appendix A will apply during this Agreement.

Job evaluation

- 14.1 The following is the agreed process for job evaluation:
- 14.1.1 The People & Culture Group will evaluate or re-evaluate positions in association with managers and employees involved;
 - 14.1.2 The Delegate of the CEO will approve the classification;
 - 14.1.3 The outcome of the evaluation will be communicated to the manager and employee/s involved and the Consultative Group;
 - 14.1.4 If requested, a written summary will be provided to the manager and the employee/s involved.
- 14.2 If disagreement occurs the occupant of the position can elect to lodge a grievance in writing to the People & Culture Group who will arrange to have the position re-evaluated by a nominated service provider (currently Mercer Human Resource Consulting).
- 14.3 If there is still disagreement after the re-evaluation has been completed the occupant of the position can elect to lodge a grievance in the normal manner as described in this Agreement.
- 14.4 Job evaluation training will be available to nominated employee representatives and union representatives to allow the provision of support to employees (if requested) in the dispute resolution process.

Selection Practices

- 15.1 WorkCover aims to provide employees with career development opportunities and maximise the value of the skills and capability of existing employees. All permanent positions and temporary positions with tenure greater than three months, will be advertised internally and internal applications will be considered first by the selection panel.

Hours of work

- 16.1 Normal hours of work will be 37.5 hours a week, Monday to Friday inclusive.

- 16.2 The ordinary span of hours of all employees covered by this Agreement, including those employees who are rostered to work on the 'help desk', is 7.30am to 6.30pm Monday to Friday.

Workloads

- 17.1 In establishing and maintaining a safe and healthy work environment, WorkCover will take into consideration the employee's hours of work, health and safety. WorkCover will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.
- 17.2 In the interests of providing a safe and healthy work environment and of promoting work/life balance with staff, WorkCover takes a positive approach on workloads, staffing levels, the management of flex time and the working of overtime. WorkCover is committed to fully staffing workplaces in accordance with appropriate business unit methodologies.
- 17.3 When monitoring workloads WorkCover will have regard to all relevant local level factors including, but not limited to, staff experience, business opportunities, appropriate training and obligations under this Agreement and the Award.
- 17.4 WorkCover will take all reasonable steps to:
- 17.4.1 fill vacant positions promptly and consistent with business needs:
 - 17.4.2 ensure that appropriate training is provided for entry level recruits and redeployees to enable those employees to effectively carry out their work. It is recognised that in some circumstances it is more appropriate for on the job training to occur.
- 17.5 WorkCover agrees that generally workloads should be capable of being completed in ordinary working hours. Consequently, WorkCover will not require an employee to work overtime which is unreasonable, when the employee's particular personal or family circumstances are considered. It is accepted that workloads may vary from time to time depending on business cycles and demands, and these shall be taken into account in managing workloads.
- 17.6 If an employee or group of employees has a concern with their workload or staffing matter, they may raise the matter with their immediate supervisor. If the matter is not resolved it will be referred to the next level of management and People & Culture for review. The review will address the employee(s) concerns and identify how workloads can be managed.

Flexible working hours

The parties acknowledge the mutual benefit to WorkCover and the employee of voluntary flexible working arrangements to balance work and other (including family) commitments

WorkCover will provide equitable access to flexible working arrangements to employees at all levels in all types of work. Requests from employees to

negotiate how, and when hours will be worked will be given positive and reasonable consideration in line within agreed limits and conditions set by (the chief executive of) WorkCover.

Limits and conditions will be outlined in WorkCover policies, and apply to all staff covered by this agreement.

- 18.1 The Flexible Work Practices Policy, as amended from time to time, will apply during the life of the Agreement.

Remuneration system

- 19.1 No current or future employee will be paid any less than the lowest Agreement rate applicable for the relevant grade.
- 19.2 For the life of this Agreement the operations of the remuneration system detailed in Appendix A will be used.

Salaries

- 20.1 WorkCover will increase salaries as outlined in Appendix A of this Agreement.

Allowances

Allowances will be reviewed once each year in accordance with the annual increases determined by the Industrial Relations Commission of South Australia ("the Commission") State Wage Case for the previous 12 months.

21.1 On-call allowance

An on-call allowance will be paid to an employee (excluding any ICT employee) who is required to be on-call for return to duties. The amount of the allowance will be:

- 21.1.1 Where the employee is on-call Monday to Friday (outside of normal hours):
- \$28.35 per day from the first full pay period in August 2012.
- 21.1.2 Where the employee is on-call on weekends or public holidays:
- \$49.55 per day from the first full pay period in August 2012.
- 21.1.3 The allowance will be paid whether the employee is contacted or not.

21.2 On-call allowance for ICT employees

As per clause 22 of the Award, an on-call allowance will be paid to an information systems employee who is required to be on-call for return to duties. The amount of the allowance will be:

- 21.2.1 Where the employee is on-call Monday to Friday (outside of normal hours):
- \$46.51 per day from the first full pay period in August 2012.
- 21.2.2 Where the employee is on-call on weekends or public holidays:

- \$62.10 per day from the first full pay period in August 2012.

21.2.3 The allowance will be paid whether the employee is contacted or not.

21.3 First aid allowance

21.3.1 A First Aider shall be paid a fortnightly allowance of:

- \$28.50 from the first full pay period in August 2012.

21.3.2 An employee with suitable qualifications and experience may be designated as an Occupational First Aider and shall receive an allowance equal to twice that of a First Aider.

21.4 Meal allowance

If an employee is required to work overtime for a minimum of:

21.4.1 two hours after the completion of a minimum of 7.6 hours where the employee continues to work after 6.30 pm; or

21.4.2 three hours on a Saturday, Sunday or public holiday before 1.00 pm and continuing after 1.00 pm; or

21.4.3 two hours before 7.30 am on any day

the employee will be entitled to the following meal allowance for lunch (subject to clause 21.4.2 above):

- \$13.07 from the first full pay period in August 2012.

21.4.4 The following meal allowance will be made for an evening meal (subject to clause 21.4.1 above):

- \$18.73 from the first full pay period in August 2012.

Superannuation

22.1 Employer superannuation contributions will be made in addition to the base salary according to the legislative requirement.

22.2 WorkCover is committed to prior consultation with staff and their representative, which may be the FSU or PSA/CPSU, in the event the SGC rate is increased during the life of the Agreement in terms of any impact such rate increase may have on the superannuation contributions made by WorkCover.

Salary sacrifice

23.1 WorkCover will provide all employees with access to salary sacrifice in accordance with WorkCover's policy, and subject to the employee obtaining independent financial advice and agreeing to indemnify WorkCover against any claims arising out of the salary sacrifice arrangements. The cost of any incidental Government charges, including GST, are to be borne by the staff member.

Termination of employment

24.1 Notice of termination by WorkCover

- 24.1.1 In order to terminate the employment of an employee, WorkCover must give to the employee four weeks' notice, unless otherwise agreed.
- 24.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- 24.1.3 Payment in lieu of notice in 24.1.1 and 24.1.2 may be made if WorkCover determines that the appropriate notice is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by WorkCover making payment for the remainder of the period of notice.
- 24.1.4 The required amount of payment in lieu must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, WorkCover would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of: the employee's ordinary hours of work (even if not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and any other amounts payable under the employee's contract of employment.
- 24.1.5 Continuous service is defined in clause 3 of this agreement.

24.2 Notice of termination by an employee

- 24.2.1 In order to terminate their employment, an employee must give WorkCover four weeks' notice, unless otherwise agreed.
- 24.2.2 If an employee fails to give the required notice WorkCover has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 24.1.4, unless otherwise agreed.

Redundancy

- 25.1 "Redundancy" means the loss of employment due to WorkCover no longer requiring the specific job to be done by any person within WorkCover.
- 25.2 WorkCover is committed to taking all reasonable steps to avoid use of compulsory redundancy. Where redundancy is identified, every reasonable effort will be made to avoid redundancy through redeployment or re-training (consistent with clause 26), normal employee turnover, managing recruitment and exploring other options for employees to remain in employment with WorkCover.

- 25.3 All employees to be made redundant will be given the maximum practical forewarning of likely separation and the specific separation date. The employee will be given a minimum period of six (6) weeks notice which may be paid in lieu of notice (at the employees' election) or WorkCover may request that the employee agree to work out the period of notice. In addition all members of the Consultative Group will be notified of impending redundancy action as soon as possible after the CEO has approved such action and there has been discussion with affected employees.
- 25.4 WorkCover will offer outplacement support to affected employees who require it. Outplacement support will include, but not be limited to, resume preparation and job search support.
- 25.5 Subject to proof of attendance WorkCover will allow employees up to four (4) days on full pay to attend job interviews during the notice period.
- 25.6 In addition to the period of notice above, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service. Any service prior to 2 February 1987 is not recognised as part of the employee's continuous service.
- 25.6.1 Eight (8) weeks' pay for the first year of service;
- 25.6.2 Four (4) weeks' pay for each subsequent year of continuous service;
- 25.6.3 A pro-rata payment for each completed month of service in the final part year of service.
- 25.6.4 "weeks' pay" means the annual salary divided by 52 and excludes:
- overtime;
 - penalty rates;
 - allowances;
 - special rates; and
 - any other ancillary payments of a like nature.
- 25.7 Employees who have transferred from full time to part time employment or vice versa will have their separation payments based pro-rata on the actual time worked in each mode using the employee's current salary.
- 25.8 Redundancy will not apply to fixed-term or casual employees.
- 25.9 Employees with at least five (5) years' continuous service who are made redundant will be entitled to payment for pro-rata long service leave.
- 25.10 WorkCover's rights in selection and decision will be final.

Redeployment

- 26.1 In the case of an employee whose substantive position has become surplus to requirements, and where alternative positions exist, WorkCover will make all reasonable efforts to redeploy the employee concerned at the present level within WorkCover. WorkCover will make every attempt to redeploy its employees including giving special consideration to them for vacant positions where it can be demonstrated that they have the necessary skill and demonstrated performance or the potential to develop it within a reasonable time. Where single positions exist for more than one redeployee, selection will be made on a merit basis.
- 26.2 When no redeployment opportunities exist at the employee's level, WorkCover may, with the agreement of the affected employee, redeploy the employee to a position at a lower classification level.
- 26.3 Where an employee is transferred, under 26.2 to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and WorkCover may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

Parental leave

- 27.1 Sixteen (16) weeks of maternity / adoption leave will be fully paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments). The leave can be taken at full pay or half pay. The paid maternity / adoption leave is not to be extended by public holidays or any other leave falling within the period of paid leave.
- 27.1.1 Eighteen (18) weeks of maternity / adoption leave will be fully paid, as per 27.1, where the employee has at least 5 years or more service with WorkCover at the time leave commences.
- 27.2 If the employee elects to take the leave at half pay, they will be entitled, during the period of leave, to be paid at half the ordinary rate of pay from the date the maternity / adoption leave commences and will accrue paid leave for 16 (or 18) of the 32 (or 36) weeks (with the other 16 (or 18) weeks being treated as leave without pay).
- 27.3 Pregnant employees are also entitled to 37.5 hours paid leave to attend medical appointments associated with the pregnancy.
- 27.4 During periods of unpaid maternity /adoption leave, the employee will not accrue any paid leave (personal leave, annual leave or long service leave) and as per clause 48 of this agreement, the employee's continuous service date will be deferred by the period of unpaid leave taken.
- 27.5 One week (37.5 hours) of paternity leave will be fully paid at the employee's ordinary rate of pay (excluding allowances, penalties or

other additional payments). The paid paternity leave is not to be extended by public holidays or any other leave falling within the period of paid leave. Spouses may also take 7.5 hours paid leave to attend medical appointments associated with the pregnancy.

- 27.6 These provisions apply to employees as defined in clause 29 of the Award who have 12 months or more service with WorkCover.
- 27.7 All reasonable efforts will be made to provide employees returning from a period of parental leave with part-time employment (if requested).

Personal leave

- 28.1 Employees are entitled to twelve (12) days paid personal leave per annum for absence due to personal illness or injury:
- 28.2 Employees are not required to provide a medical certificate for absences up to two consecutive working days. However, if the Manager believes it appropriate, an employee may be required to provide a medical certificate for lesser periods of absence. It is suggested that this power only be exercised in circumstances where it is practical for the employee to obtain a medical certificate (for example, where the employee has previously been informed that such a medical certificate will be required for each day of a period of absence, or whilst the employee is still absent).
- 28.3 Employees may access up to ten (10) days of their paid personal leave entitlement in any one year to provide support for a family member. In special circumstances an employee may also access this personal leave entitlement to augment bereavement leave for a family member.
- 28.4 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 provides a medical certificate, statutory declaration or certificate from a health practitioner, if requested.
- 28.5 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.

Annual leave

- 29.1 Full time employees are entitled to annual leave on full salary for four (4) weeks for each year of service. The entitlement accrues from whole month to whole month.
- 29.2 Part time employees accrue leave on a pro rata basis according to the number of hours worked each week. Whilst on annual leave, payment is made for the number of hours the employee would normally have worked during the period.

- 29.3 Annual leave must be taken at a time mutually convenient to WorkCover and the employee with reasonable notice given. Annual leave may be carried forward for a maximum period of two years.

Purchased leave

- 30.1 For the life of the Agreement, purchased leave will be available to staff. The relevant policy may be amended from time to time.

Long Service Leave and Skills and Experience Retention Leave

31.1 Long Service Leave

Long service leave entitlements are subject to the *Public Sector Act 2009*.

31.2 Skills and Experience Retention Leave

An employee is entitled to Skills and Experience Retention Leave as detailed in Schedule 1 of the *Public Sector Act 2009*.

31.3 Taking of Leave

31.3.1 Long service leave (LSL) accrues in calendar days. Each working day of long service leave is equivalent to 1.4 calendar days. For each working day taken as long service leave, 1.4 calendar days is deducted from an employee's entitlement.

31.3.2 LSL accrues at the same rate for part time employees as full time employees. When LSL is taken, it is deducted at the same rate for part time employees as full time employees but paid at the employee's normal fortnightly pay.

31.3.3 The minimum period of long service leave that can be taken by either a full time or part time employee is one working day (1.4 calendar days).

For example, assuming a normal Monday to Friday working week, an employee applying for five working days LSL for the period Monday 15 June 2009 to Friday, 19 June 2009, returning to work on Monday 22 June 2009, will need to record Monday 15 June as the first day of absence and Friday, 19 June as the last day of absence on the leave application form. The total leave deducted will be seven calendar days (5 days x 1.4).

For example, assuming a normal Monday to Friday working week, an employee requesting two days LSL on Friday 19 June 2009 and Monday 22 June 2009 returning to work on Tuesday 23 June will need to record Friday 19 June and Monday 22 June as single LSL days on the application form. If these two days are standard working days (7.5 hours per day) they are deducted as 1.4 calendar days each (total of 2.8 calendar days) as per the above conversion.

31.4 Long service leave broken by periods of annual leave

31.4.1 A period of LSL must not be broken by a period of annual leave unless:

- the annual leave is required to cover an employee's continued absence after all current LSL entitlements have been exhausted and pending a further entitlement due; or
- the employee has been directed to take annual leave by WorkCover.

31.4.2 However, if for example an employee requests to take every Friday off as LSL for a period of 12 months and then subsequently applies for a period of 2 weeks annual leave, each single day (in this case, each Friday) constitutes a stand-alone period and is not considered to be broken by a period of annual leave.

31.5 Employees may request in writing to have their accrued long service leave paid out - limited to a minimum of seven calendar days and a maximum of three months and subject to written approval by WorkCover.

Bereavement leave

32.1 An employee, other than a casual, is entitled to up to three (3) days bereavement leave on any occasion on which a family member dies or is seriously ill. In special circumstances an employee may also access this personal leave entitlement to augment bereavement leave for a family member.

32.2 WorkCover may require the employee to provide satisfactory evidence of the death or serious illness of the family member.

Cultural and religious leave

33.1 Employees may access their accrued annual leave or flexi-time for days of cultural or religious significance.

33.2 Approval is at WorkCover's discretion.

33.3 The leave must be taken at a time mutually convenient to WorkCover and the employee with reasonable notice given.

Military leave

34.1 Employees may be granted paid military leave to attend compulsory training camps as a member of the Australian Defence Force.

34.2 Up to 14 calendar days in any year of service may be granted for one camp of continuous training. Further calendar days in any year of service for additional compulsory training (not necessarily continuous) are granted by approval from WorkCover.

34.3 The applicant is required to produce a statement from the Australian Defence Force.

Leave for official sporting events

- 35.1 Employees may be granted paid leave if they are selected to compete or officiate at international or national sporting competitions.
- 35.2 Approval is at WorkCover's discretion.
- 35.3 Leave applications must be accompanied by a copy of official advice as to selection and a copy of the official itinerary.

Leave for blood donors

- 36.1 Employees may be granted paid leave to donate blood during normal business hours.
- 36.2 Approval is at WorkCover's discretion.
- 36.3 Employees are expected to attend at times most convenient for operational efficiency.

Leave without pay

- 37.1 Employees may be granted leave without pay in certain circumstances for private purposes.
- 37.2 Approval is at WorkCover's discretion.
- 37.3 As per clause 48, leave without pay granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose.

Urgent special leave

- 38.1 Employees may be granted paid urgent special leave to provide for unplanned, urgent or emergency situations requiring them to take leave where they do not have accrued annual leave or personal leave.
- 38.2 Approval is at WorkCover's discretion.
- 38.3 Leave is limited to three days in any year of service (non cumulative). The manager may exercise some discretion in extreme circumstances to exceed three days.

Trade union training leave

- 39.1 Employees who are members of the Industrial Association(s) or are Office Stewards/Job Representatives are eligible for nomination to attend trade union training courses approved by the Workers' Educational Association of South Australia Incorporated or other trade union training courses agreed between WorkCover and the Industrial Association(s).
- 39.2 All nominations for attendance on courses must be made by the appropriate Industrial Association(s).

39.3 Approval to attend such courses is subject to:

39.3.1 a certificate of eligibility signed by the General Secretary of the appropriate Industrial Association(s); and

39.3.2 the proviso that the employee can be released by WorkCover. In deciding approvals the work of WorkCover must be a priority and the approval may be withdrawn at any time if deemed necessary.

39.4 Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two (2) calendar years, to be calculated from the date the employee was first granted leave to attend a trade union training course. Time off with pay in excess of this amount may be granted in special circumstances at the discretion of WorkCover but in no case will the amount exceed 20 working days during two (2) years. WorkCover will not be responsible for any other costs relating to attendance at a course.

39.5 WorkCover will maintain adequate records of time off showing the extent of each authorised absence, and attendances should be verified.

Office steward/job representative

40.1 Upon receiving written advice from the Branch Secretary or Secretary of one of the Industrial Association(s), as the case may be, that one or more members have been appointed or elected to act as office steward or job representatives, WorkCover will recognise person(s) as the accredited representative of the appropriate Industrial Association.

40.2 WorkCover will allow reasonable and sufficient paid time during working hours for representatives to discuss matters pertaining to the duties of an office steward or job representative as defined by the rules and/or by laws of the respective Industrial Association or the associated body with all employees, Industrial Association officers and WorkCover.

40.3 WorkCover will also allow an office steward or job representative reasonable and sufficient time during working hours to distribute authorised information and literature from the Industrial Association.

Amenities

41.1 WorkCover will provide a luncheon room of a size adequate for use by its employees.

41.2 WorkCover will provide a separate first aid/rest room which is suitably located and is convenient to access, well lit and ventilated and readily accessible to sanitary accommodation.

Dispute resolution

42.1 Any decision made under this Agreement may be reviewed on request by an aggrieved employee, except that decisions of

WorkCover relating to the termination of employment shall only be reviewable pursuant to the applicable legislation.

- 42.2 An employee may seek the advice, assistance and representation of an appointed office steward/job representative or other representative at any stage.
- 42.3 Without prejudice to any party, ongoing work responsibilities will continue as usual in accordance with the Agreement and WorkCover's policies while the subject matter of the grievance is dealt with in accordance with this procedure.
- 42.4 The procedure will be as follows:
- 42.4.1 The employee should firstly discuss with the manager or decision maker any matter affecting them in which the grievance, dispute or likely dispute exists, in an informal manner;
 - 42.4.2 If the grievance or dispute is not resolved, the employee should refer the matter to the relevant EMT member who shall arrange a conference of the parties;
 - 42.4.3 This process shall be commenced within three (3) days of the grievance dispute or likely dispute or within such longer or shorter period as agreed by the parties;
 - 42.4.4 If the matter is not resolved the parties will refer the matter to the CEO or the CEO's nominated representative for decision;
- 42.5 If a dispute in relation to a matter between the parties is unable to be resolved at the workplace, and all agreed steps for resolving it as detailed above have been taken, the parties agree that the dispute may be referred to the Industrial Relations Commission of South Australia ("the Commission")
- 42.6 The parties agree that the Commission may perform or exercise such functions or powers with respect to assisting the parties in the resolution of the matter by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration as the Commissioner might otherwise exercise under s82 of the Fair Work Act 1994.
- 42.7 Any dispute referred to the Commission under this clause should be dealt with by a member nominated by the President of the Commission.
- 42.8 The parties agree that the decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Commission.
- 42.9 If a Union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this

agreement, the Union may seek redress to the Industrial Relations Commission of South Australia in relation thereto.

Probation

- 43.1 Appointments of new employees may be subject to a probationary period of up to six (6) months.
- 43.2 The employment of a person appointed on probation may be terminated by either party at any time during the probation period by two (2) weeks notice or payment in lieu provided that:
- 43.2.1 the decision to terminate is directly related to the employee's conduct or performance.
- 43.2.2 any concerns regarding conduct are raised with the employee and they have had an opportunity to respond and show improvement.
- 43.2.3 none of the provisions in this sub-clause limit the right of WorkCover to summarily dismiss an employee for conduct which would warrant such action.

Police checks

- 44.1 Police checks will be introduced as part of the Internal Fraud and Corruption Control Plan. The policy in relation to the police checks for existing staff will be agreed to by the parties bound by the Agreement and it will be consistent with the following principles:
- That information collected by Police Checks is not treated as proof of an employee's character and propensity to act dishonestly at work.
 - Guidelines will be agreed by all parties to this Agreement to ensure that employees with information of concern collected by Police Checks:
 - are treated fairly and justly and with concern for natural justice;
 - do not have their career prospects limited due to direct or indirect consequences of the results of their Police Checks;
 - have all alternative options explored which minimise the impact on their employment. These need to be exhausted before dismissal is considered.
 - Police checks will only be initiated after consultation with the People & Culture Group and employees in the affected positions.
 - All information collected by Police Checks remains the property of the person who is the subject of the Police Checks. No copies of Police Checks are to be made by WorkCover and information contained in the Police Checks must only be revealed to those agreed to in the Policy and must be treated by those persons with the strictest confidentiality.

Transfer to alternative position

- 45.1 Employees may be substantively transferred to an alternative position at their appointed level subject to:

- 45.1.1 a minimum of four weeks' notice in writing or a shorter period if agreed to by WorkCover and the employee;
- 45.1.2 the duties of the alternative position being consistent with the employee's education, experience, skills and competencies;
- 45.1.3 no transfer of employment taking effect against an employee's will until such time as all of the provisions of the Dispute Resolution Procedure have been concluded in relation to any dispute arising out of a proposed transfer.

Casual employment

- 46.1 A casual employee means an employee who is engaged and paid as such on an hourly basis.
- 46.2 WorkCover may employ persons on a casual basis for the purpose of meeting particular and short term needs.
- 46.3 A casual employee will be paid at an hourly rate which will be not less than the appropriate rate for the classification of the duties being performed, plus a loading of 23 per cent. Increasing to 24 per cent from the first full pay period after 1st July 2013 and 25 per cent from the first full pay period after 1st July 2014. The loading is in lieu of all paid leave (except long service leave) and public holidays not worked to compensate for the nature of casual employment. All other conditions in this agreement will apply to casual employees unless specifically excluded.
- 46.4 Where a casual employee works overtime or on a public holiday, the casual rate will be the base upon which the appropriate penalty rate is applied.
- 46.5 Where an employee is to be engaged for more than 6 months, consultation will occur with the Consultative Group prior to that decision being put into effect.

Fixed term employment

- 47.1 WorkCover is able to offer positions on fixed term contracts of employment provided:
 - 47.1.1 no individual term is greater than two years, and
 - 47.1.2 no contract employee fills an ongoing position for more than two years.
- 47.2 Fixed term contracts will normally apply for specific projects, periods of extended leave or where the function is subject to review.

Leave without pay counting for service

- 48.1 Leave without pay (including unpaid parental leave) granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose, other than unpaid

personal leave certified as having been caused by an illness arising from a pregnancy or birth.

Signatories

Signed for and on behalf
of the WorkCover Corporation

.....
Signature

.....
Title

.....
Dated

Signed for and on behalf of the
Community and Public Sector Union,
SPSF Group/Public Service Association

.....
Signature

.....
Title

.....
Dated

Signed for and on behalf of the
Chief Executive of the Department of the
Premier and Cabinet
(declared employer for the purposes of the
Fair Work Act 1994 (SA))

.....
Signature

.....
Title

.....
Dated

Appendix A - Remuneration system

The following outlines the system features and provisions.

50.1 Classification system

The Mercer CED Job Evaluation tool will be used to evaluate positions to place them in one of the Grades. The evaluation points for each Grade are:

Grade	Award classification	Evaluation Points Range	Midpoint
5	Level 7	331 – 420	375
4	Level 6	241 – 330	285
3	Level 4 and 5	181 – 240	210
2	Level 2 and 3	121 – 180	150
1	Level 1	70 – 120	95

Any position evaluated at 421 points or more will be classified as a Senior Officer position (covered by individual agreements).

50.2 Salary ranges

The salary ranges in the remuneration system have been established for each Grade using General Market base salary information. The salary range for each Grade is +/- 7.5% from the midpoint. Each Grade will consist of seven (7) salary points based on the minimum, midpoint and maximum.

50.3 Classification and salary range structure

With effect from the first full pay period in August 2012, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	86,047	88,377	90,695	93,022	95,353	97,669	99,999
4	72,068	74,019	75,969	77,917	79,868	81,818	83,768
3	59,445	61,053	62,661	64,270	65,878	67,486	69,093
2	48,645	49,960	51,280	52,595	53,910	55,229	56,545
1	38,769	39,819	40,857	41,909	42,960	43,999	45,049

With effect from the first full pay period in August 2013, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	88,629	91,028	93,415	95,813	98,214	100,599	102,999
4	74,230	76,239	78,248	80,255	82,264	84,273	86,281
3	61,229	62,885	64,541	66,198	67,854	69,510	71,166
2	50,104	51,459	52,818	54,173	55,528	56,885	58,241
1	39,932	41,013	42,083	43,166	44,249	45,318	46,401

With effect from the first full pay period in August 2014, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	91,288	93,759	96,218	98,687	101,160	103,617	106,088
4	76,457	78,527	80,595	82,663	84,732	86,801	88,869
3	63,066	64,771	66,477	68,184	69,890	71,595	73,301
2	51,607	53,003	54,403	55,798	57,193	58,592	59,989
1	41,130	42,244	43,345	44,461	45,577	46,678	47,793

These rates reflect increases of 3.0% for each year from 2012 -14 and will be applied to all staff including those whose current salaries are above the maximum of their classification.

50.4 Special Circumstances

The Executive Management Team may decide, due to prevailing market pressures and/or strategic imperatives, to increase remuneration or to provide remuneration above the salary ranges in this Agreement for employees in certain positions, or in groups of positions. IT market rates will be one consideration by the Executive Management Team under this provision.

50.5 Higher duty provisions

Higher duties allowance will be paid where an employee is required to perform the duties of a position at a higher grade for 5 or more consecutive working days

The higher duties allowance will be paid based on the difference between the employee's existing salary and the minimum of the respective grade of the higher position (or the equivalent proportion of the difference based on the duties being performed) or a flat 3% whichever is the greater.

Where an employee has been assigned higher duties in accordance with this clause, and the period of assignment includes a period of paid leave, the higher duties allowance will continue to be paid provided:

- (a) the allowance is being paid on the day prior to the commencement of leave; and
- (b) the higher duties would have continued were it not for the period of leave.

50.6 Promotion

Employees receiving a promotion to a new Grade will receive an increase on their current salary level to at least the minimum of the higher Grade. If the employee can demonstrate a level of competency based on prior experience or has undertaken the competencies of the new grade, the employee may negotiate with the applicable manager a higher commencing pay point.