# **Ballot Version**

# PROPOSED SOUTH AUSTRALIAN PUBLIC SECTOR WAGES PARITY ENTERPRISE AGREEMENT: WEEKLY PAID 2022



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# PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

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# 1. ENTERPRISE AGREEMENT

- 1.1 This enterprise agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.2 This enterprise agreement may be referred to as the "South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022".
- 1.3 This enterprise agreement will have effect only if approved by the South Australian Employment tribunal ("SAET").
- 1.4 This enterprise agreement will nominally expire three years from the date of approval by SAET.

#### 2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this enterprise agreement are 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;
- (b) Effect wages parity and increases in accordance with this Enterprise Agreement for weekly paid employees bound by this enterprise agreement and employed in positions classified at the same level;
- (c) Support the achievement of government and agency objectives;
- (d) Advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
- (e) Support workforce flexibility, mobility, development and performance;
- (f) Effect no further outsourcing or privatisation of work performed by weekly paid employees bound by this enterprise agreement;
- (g) Continue to apply to particular agencies terms as detailed in Appendix 3;
- (h) In making and applying this enterprise agreement, the parties are committed to:
  - The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
  - 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;
  - Consultation in the development and implementation of public sector and agency based reform and change programs;
  - Implementing the redeployment, retraining and redundancy process;
  - · Obtaining the approval of SAET to this enterprise agreement; and
  - Existing conditions of employment applying to a party not being reduced, subject to the terms of this enterprise agreement and any applicable workplace flexibility agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by SAET.

# 3. INTERPRETATION

"Act"

3.1 In this enterprise agreement, unless the contrary intention appears:

| Sector Act 2009 and includes an administrative unit established while this enterprise agreement remains in force; |
|---|
|---|

Means the Fair Work Act 1994:

| "agency"                          | Means an agency (incl. "attached office") referred to in clause 4.2;  |
|-----------------------------------|---|
| "all purposes"                    | Means that if an allowance is described as being<br>payable for all purposes that it is included in the<br>calculation of penalties and entitlements prescribed in<br>this enterprise agreement or relevant award, including<br>overtime and penalty rates and periods of paid leave<br>such as annual leave, paid maternity/adoption/surrogacy<br>leave, long service leave, retention leave, sick leave and<br>public holidays. |
| "approval"                        | Means approval by the South Australian Employment Tribunal;   |
| "association"                     | Means an association that is registered under the <i>Fair</i><br><i>Work Act 1994</i> and is a party to this enterprise agreement;  |
| "CE, DTF"                         | Means the Chief Executive of the Department of<br>Treasury and Finance, delegate or person authorised to<br>act in the name thereof, or person holding or acting in<br>that position, or such other person as may from time to<br>time be declared to be the employer of public employees<br>for the purposes of the Act;   |
| "chief executive"                 | Means the person who is the principal administrative<br>officer within the named agency (including a person<br>acting there as), or delegate or person authorised to act<br>in the name thereof; and any reference to a chief<br>executive will be taken as including a delegate thereof or<br>an authorised person unless otherwise expressly stated;  |
| "Commissioner's<br>Determination" | Means a determination, direction or other instrument that may be made, varied or substituted for by the CPSE pursuant to the <i>Public Sector Act 2009;</i>   |
| "CPSE"                            | Means the Commissioner for Public Sector Employment,<br>delegate thereof, or person holding or acting in the<br>position of Commissioner for Public Sector Employment;  |
| "DHS"                             | Means the Department of Human Services;   |
| "DHA HR Manual"                   | Means the SA Health (Health Care Act) Human<br>Resources Manual (or howsoever titled and as may be<br>varied from time to time);  |
| "DPC Weekly Paid<br>Manual"       | Means the Department of the Premier and Cabinet<br>Conditions of Employment for Weekly Paid Employees<br>(December 2013) (or howsoever titled and as may be<br>varied from time to time);   |
| "employer"                        | Means the applicable employer bound by this enterprise agreement, or delegate or person authorised to act in the name thereof;  |
| "employee"                        | Means an employee bound by this enterprise agreement;   |
| "employee association"            | Means an association that is registered under the <i>Fair</i><br><i>Work Act 1994</i> and is a party to this enterprise agreement;  |
| "employee<br>representative"      | Includes an association, as defined above;  |

| "ffpp"  | Means first full pay period;  |
|---|---|
| "NDIS"  | Means the National Disability Insurance Scheme;   |
| "particular agency"                                       | Means the agency or entity specifically referred to in the relevant clause;   |
| "party"   | Means the persons, entities and associations/unions referred to in clause 4;  |
| "SAET"  | Means the South Australian Employment Tribunal;   |
| "salaried employee"                                       | Means an employee covered by the South Australian<br>Public Sector Enterprise Agreement: Salaried 2021, and<br>does not include a weekly paid employee;   |
| "this enterprise agreement"                               | Means the South Australian Public Sector Wages Parity<br>Enterprise Agreement: Weekly Paid 2022;  |
| "trade employee"  | Means an employee covered by the <i>South Australian</i><br><i>Public Sector Wages Parity Enterprise Agreement</i><br>( <i>Plumbing, Metal and Building Trades Employees</i> ) 2019<br>(or applicable successor/s thereof), and does not include a<br>weekly paid employee;   |
| "Tribunal"  | Means the South Australian Employment Tribunal;   |
| "Union"   | Means an association that is registered under the <i>Fair</i><br><i>Work Act 1994</i> and is a party to this enterprise agreement;  |
| "Voluntary Flexible<br>Working Arrangement"<br>and "VFWA" | Means a working arrangement of a type dealt with in<br>Commissioner's Determination and Guideline: Flexible<br>Workplaces and Commissioner's Determination 3.1:<br>Employment Conditions – Hours of Work, Overtime and<br>Leave (as amended from time to time) and made available<br>by a chief executive to the agency or to a workplace or<br>group of employees within the agency; and |
| "Weekly Paid Employee"                                    | Means an employee covered by this enterprise<br>agreement, and includes an employee whose rate of pay<br>is specified in the applicable award or industrial instrument<br>as a weekly rate, and includes an employee employed as<br>a "Chauffeur" or as a "Disability Services Officer" whose<br>rate of pay is specified for convenience as a per annum<br>rate.                         |

- 3.2 Subject to this clause, this enterprise agreement will be read and interpreted in conjunction with the following:
  - Chauffeurs (Ministerial) Public Service Award;
  - Intellectual Disability Services Award;
  - Government Stores Employees Interim Award;
  - South Australian Government Civil Construction and Maintenance Award;
  - South Australian Government Health Etc. Ancillary Employees Award;
  - South Australian Government Printing Interim Award;
  - South Australian Government Services Award; and
  - South Australian Government Transport Workers Award.
- 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 3: Provisions Applicable to Specific Occupational Groups" and "Appendix 4: Workplace Flexibility Agreements":
- 3.7 A clause in Appendix 3 and Appendix 4 will prevail over any other clause of this enterprise agreement to the extent of any inconsistency;
- 3.8 In interpreting or applying a clause in Appendix 3 and Appendix 4, regard may be had, in the event of ambiguity or uncertainty, to the context within which the clause appeared in the relevant superseded enterprise agreement or was agreed (respectively); and
- 3.9 Clauses in each part of "Appendix 3:" Provisions Applicable to Specific Occupational Groups" 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.
- 3.10 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)/union(s) with members within that agency.
- 3.11 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.
- 3.12 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.
- 3.13 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 (and successors) within the South Australian Public Sector, employee associations/unions (and successors) and employees:
- (a) Chief Executive of the Department of Treasury and Finance(CE, DTF) in respect of weekly paid employees employed in an agency specified in clause 4.2 and who have a classification specified within "Appendix 2: Parity Wages";
- (b) United Workers Union (UWU);
- (c) Australian Workers' Union Greater South Australian Branch (AWU);
- (d) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU);
- (e) Public Service Association of South Australia Incorporated (PSA);
- (f) Transport Workers' Union of Australia, SA/NT Branch (TWU);
- (g) Electrical Trades Union of Australia South Australian Branch and Plumbers and Gasfitters Employees Union of Australia – Adelaide Branch; and
- (h) Weekly paid employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within "Appendix 2: Parity Wages".
- 4.2 Agencies
- (a) Agencies that are administrative units (incl. attached office) established pursuant to the *Public Sector Act 2009,* and includes an administrative unit (or attached office) established while this enterprise agreement remains in force,
  - Department for Correctional Services;
  - Department for Child Protection
  - Department for Education;
  - Department for Environment and Water;

- Department for Health and Wellbeing (including health services and incorporated hospitals under the *Health Care Act 2008*);
- Department of Human Services;
- Department for Innovation and Skills;
- Department for Infrastructure and Transport;
- Department of the Premier and Cabinet;
- Department of Primary Industries and Regions;
- South Australia Police;
- Department of Treasury and Finance; and
- Any other administrative unit (or attached office) as may be established or renamed from time to time pursuant to the *Public Sector Act 2009*.
- (b) Other Agencies:
  - History Trust of South Australia;
  - Regional Landscape Boards;
  - South Australian Country Fire Service;
  - South Australian Fire and Emergency Services Commission;
  - South Australian Metropolitan Fire Service;
  - South Australian State Emergency Service;
  - South Australian Tourism Commission;
  - TAFE SA; and
  - Such additional "Other Agency/ies" as may from time to time during the life of the enterprise agreement be included herein with the approval of the Tribunal.
- 4.3 This enterprise agreement is not binding on persons appointed, employed, or holding a position:
- (a) As chief executive, chief executive officer or executive, whether appointed pursuant to the *Public Sector Act 2009* (or predecessor Act) or not (except that this enterprise agreement shall be binding on the CE, DTF in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
- (b) Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above South Australian Executive Service Level 1 (unless the employee is employed in a position that has a classification specified in "Appendix 2: Parity Wages");
- (c) 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;
- (d) Subject to an Award or agreement pursuant to the Fair Work Act 2009 (Cth);
- (e) 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*);
- (f) Whose remuneration is fixed pursuant to the Remuneration Act 1990;
- (g) As an employee or officer employed under the provisions of the Electoral Act 1985;
- (h) As Aboriginal Education Workers, whose employment is subject to the Aboriginal Education Workers (DECS) Award;
- (i) As Early Childhood Workers, whose employment is subject to the Early Childhood Worker Award;
- (j) As Firefighters employed by the South Australian Metropolitan Fire Service;
- (k) As Hourly Paid Instructors;
- (I) As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Educational Staff) Interim Award;
- (m) As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- (n) As Ministerial Contract Employees;
- (o) As Nurses/Midwives;
- (p) As Personal Assistants to Members of Parliament;

- (q) As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- (r) As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- (s) As School Bus Drivers in the Department for Education;
- (t) As School Services Officers;
- (u) As Statutory Office Holders;
- (v) As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- (w) As Trainees (but not trade apprentices) who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- (x) As an employee who is subject to the *SA Ambulance Service Enterprise Agreement 2017* (or successor);
- As an employee who is subject to the South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2019 (or successor);
- (z) As a salaried employee who is subject to the South Australian Public Sector Enterprise Agreement: Salaried 2021 (or successor).

# 5. OTHER ENTERPRISE AGREEMENTS

- 5.1 This enterprise agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this enterprise agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.
- 5.2 The clauses in each Part of Appendix 3 are "Provisions Applicable to Specific Occupational Groups" from superseded enterprise agreements. Each Part of Appendix 3 will only apply to the particular agency, or part of the particular agency; and the weekly paid employees within the particular agency or part, as is specified in the Part.

# 6. NO EXTRA CLAIMS

- 6.1 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).
- 6.2 The rates of pay provided for in this enterprise agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this enterprise agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 6.3 Subject to this clause, the employer, employees and associations/unions 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.
- 6.4 The above provisions do not preclude the reviews identified at clause 39 or matters arising therefrom; nor preclude the outcomes of the review of security related activities as contained in Appendix 3.4 Ministerial Chauffeurs.
- 6.5 A proposal or request for or to make a Workplace Flexibility Agreement will not be considered as a claim or extra claim, nor in relation to reviews identified at clause 39 that may be progressed during the life of this enterprise agreement by agreement as between the particular agency and employees (or representative/s), provided that in no circumstances whatsoever will there be any actual or threatened industrial action, nor threatened or actual cessation or limitation of duties or service delivery in relation thereto.
- 6.6 The provisions of this clause do not preclude United Workers Union, for the term of this enterprise agreement, pursuing any further, or other, claims or proceedings in relation to disciplinary matters or matters arising therefrom.

- 6.7 Subject to this sub-clause, the provisions of this clause do not preclude an application being made to SAET to vary the Awards specified in Appendix 5 in respect of the topics specified therein.
- (a) If an agreement is reached in relation to a topic/s, such agreement may be effected either as a variation to this enterprise agreement in accordance with clause 9, or as an agreed application to SAET to vary the applicable Award.
- (b) The parties agree that in the event the applicable employer and relevant employee representative/s party/ies to this enterprise agreement are unable to reach agreement about that topic, a party may make an application to SAET seeking a variation to the applicable Award in respect of that topic.

# 7. NEGOTIATION OF A NEW AGREEMENT

7.1 Negotiations for a new enterprise agreement will commence six months prior to the nominal expiry of this agreement.

# 8. PERFORMANCE IMPROVEMENT

- 8.1 This enterprise agreement recognises that the South Australian Public Sector will continue to evolve as a dynamic productive and customer responsive entity.
- 8.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 8.3 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:
- (a) Facilitating ongoing improvements to service delivery and achievement of "best practice".
- (b) 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.
- (c) Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
- (d) Facilitating the achievement of an agency's performance goals and performance measures.
- (e) Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
- (f) Facilitating an agency identifying trends and assessing their relevance to its operations.
- (g) Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 8.4 The parties are also committed to achieving and facilitating productivity and efficiency improvements to, and improving career paths and development opportunities in, the South Australian 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.

# 9. VARIATIONS

- 9.1 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, DTF or the associations/unions as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 9.2 The parties recognise that the Act permits the Tribunal to vary an enterprise agreement.
- 9.3 The parties agree that amendments to this enterprise agreement can be developed to facilitate:

- (a) Consistent application within a particular agency of clauses identified at "Appendix 3: Provisions Applicable to Specific Occupational Groups";
- (b) The implementation of a Workplace Flexibility Agreement;
- (c) An agreed matter arising from a review identified at clause 39; and
- (d) Any other agreed changes within the agency.
- 9.4 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:
- (a) Is in respect of a part of, or a clause in a part of, Appendix 3; or will affect a particular agency/ies referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency/ies agree to the variation; or
- (b) 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
- (c) 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.

# PART 2 – CONSULTATION AND DISPUTE PROCEDURES

# 10. CONSULTATIVE PROCESSES

- 10.1 The parties commit to the following consultative principles:
- (a) 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.
- (b) Consultation is a requirement to any introduction of change.
- (c) Employers and Agencies consult in good faith, not simply advise what will be done.
- (d) It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- (e) Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- (f) The Employer/Agency(ies) will consult directly with affected employees and their relevant Union(s), separate to any formal consultative forums or committees (such as Industrial Liaison Forums).
- (g) 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.
- (h) Changes to workforce composition will be dealt with in accordance with Appendix 1 of this Agreement.
- 10.2 In relation to significant issues of public sector wide reform, the CE, DTF (or through the Office of the CPSE where the CPSE is proposing the change) will consult with the "SA Unions" and Associations/Unions party to this enterprise agreement in accordance with the above principles.
- 10.3 As soon as practicable when an Employer/Agency(ies) is giving serious consideration to make a proposed change, the Employers and Agencies must discuss with the parties to this enterprise agreement and relevant employees the proposed change and the effect the change is likely to have on the employees. The Employer/Agency(ies) must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (a) For the purposes of the discussion the Employer/Agency(ies) will provide the Union and relevant employees in writing:
  - 1. all relevant information about the change including the nature of the changes proposed; and
  - 2. information about the expected effects of the change on the employees; and
  - 3. any other matters likely to affect the employees.
- (b) Employer/Agency(ies) are not required to disclose confidential information the disclosure of which, when looked at objectively, would be against the Employer/Agency(ies) interests.
- (c) The Employer/Agency(ies) are committed to meaningful consultation and will give genuine consideration to matters raised about the proposed major change, and/or changes to workforce composition, by the Union and relevant employees prior to a definite decision being made by the Employer/Agency(ies).
- (d) As soon as practicable after a definite decision has been made, the Employer/Agency(ies) will notify the Union and the employees affected in writing.
- (e) The Employer will use their best endeavours to schedule consultative meetings arising from this clause during a Delegate(s) rostered working hours. Where it is not possible to schedule such meetings in the Delegate(s) rostered hours, the Delegate(s) will be paid in accordance with this Agreement

10.4 If there is a dispute in relation to any provision in the Consultation clause, the dispute will be resolved in accordance with clause 11, Grievance and Dispute Avoidance Procedures of this enterprise agreement.

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

- 11.1 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.
- 11.2 If a dispute relates to a matter arising under the enterprise agreement, this clause sets out procedures to settle the dispute, provided that a dispute about workload will be dealt with in accordance with sub-clause 11.8.
- 11.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 11.4 In the first instance, the parties to the dispute must try to resolve the dispute at the:
- (a) Workplace level by discussions between the employee/s and relevant supervisor/s and/or management ('workplace discussions'); or
- (b) Agency level by discussions between the employee/s and/or their representative and, if applicable, the agency's workforce management representative ('agency discussion'),

while maintaining the *status quo* existing immediately prior to the dispute (except where a *bona fide* health and safety issue is involved).

- 11.5 If workplace or agency discussions (as applicable) do not resolve the dispute, a party to the dispute may refer the matter to SAET.
- 11.6 SAET may deal with the dispute in two stages:
- (a) SAET will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation about the dispute, its resolution and/or the status quo; and
- (b) If SAET is unable to resolve the dispute at the first stage, SAET may then:
  - 1. Arbitrate the dispute; and
  - 2. Make a determination that is binding on the parties to the dispute.
- (c) Note: If SAET arbitrates the dispute, it may also use the powers that are available to it under the Act.
- (d) A decision that SAET makes when arbitrating a dispute is agreed by the parties as being a determination for the purpose of Chapter 5, Part 3, Division 4 of the Act. Therefore, an appeal may be made against the decision.
- 11.7 While parties are trying to resolve the dispute using the procedures in this clause:
- (a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health and safety; and
- (b) An employee must comply with a direction given by the employer (or applicable agency) to perform other available work at the same workplace, or at another workplace, unless:
  - The work is not safe; or
  - Applicable occupational health and safety legislation would not permit the work to be performed; or
  - The work is not appropriate for the employee to perform; or
  - There are other reasonable grounds for the employee to refuse to comply with the direction.
- (c) The parties to the dispute agree to be bound by a decision made by SAET in accordance with this clause.
- 11.8 A grievance or dispute concerning workload will be handled as follows:
- (a) The employee/s will notify their manager in writing of the workload issue/s.

- (b) The manager should initiate discussion with the employee/s within 24 hours.
- (c) Should the matter not be resolved discussion should occur between the employee, employee's representative, the employee's manager and the relevant Director.
- 11.9 If the matter remains unresolved a record of the foregoing discussions shall be forwarded to the chief executive who may issue directions as to the issue/s.

# PART 3 – WAGES AND OTHER CONDITIONS

## 12. WAGE ADJUSTMENTS

- 12.1 This clause refers to the wages schedules appearing in "Appendix 2: Parity Wages".
- 12.2 The wage rates payable to employees are those detailed in "Appendix 2: Parity Wages", which provides for the following minimum dollar increases per week that will operate from the first full pay period (ffpp) to commence on or after the following dates:
  - \$21.00/week 1 July 2021 (ffpp);
  - \$21.50/week 1 July 2022 (ffpp);
  - \$22.00/week 1 July 2023 (ffpp); and
  - \$22.50/week 1 July 2024 (ffpp).
- 12.3 The wage payable to an employee as at the applicable date shall not reduce by reason of a wage schedule in this enterprise agreement.
- 12.4 This sub-clause applies to "pegged employees". A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.
- (a) 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.
- (b) 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.
- 12.5 Where applicable, a reference in "Appendix 2: Parity Wages" to date of approval will be taken to mean the first pay period to commence on or after the date on which the Tribunal approves this enterprise agreement.

# **ONE-OFF PAYMENTS**

- 12.6 Subject to sub-clauses 12.6–12.8, an employee will be paid a "one-off payment" of \$500as follows:
- (a) a "one-off payment" for an employee will become payable on the date of SAET approval of this enterprise agreement (the "first specified date") provided the employee is eligible for that "one-off payment"; and
- (b) a "one-off payment" for an employee will become payable on 1 July 2022 (the "second specified date") provided the employee is eligible for that "one-off payment".
- 12.7 Each "one-off payment" will
- (a) Not count for any other purpose whatsoever despite any other term of this enterprise agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local workplace or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement; and
- (b) Be paid as soon as practicable after each specified date and in no circumstances whatsoever can an employee in respect of that specified date be, or become, entitled to more than the amount of that "one-off payment".
- 12.8 Eligibility for a "one-off payment".
- (a) An employee (including a casual employee) must, as at the specified date applicable to the "one-off payment", be bound by the South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022; employed in an agency; and either worked, or was on paid leave, in the pay period that ends immediately preceding (i.e. the last full pay period before) the applicable specified date.
- (b) Further detail about methodology and eligibility applicable to each "one-off payment" is included in the "Fact sheet: One-off Payment" as referred to in the "Agreement

Explained", which is to be read and applied in giving effect to this clause.

# 13. SALARY PACKAGING ARRANGEMENTS

- 13.1 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.
- (a) 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.
- (b) 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.
- (c) 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.

# 14. INCREMENTAL PROGRESSION

- 14.1 From the date of approval of this enterprise agreement by SAET, weekly paid employees will be entitled to progress to the next increment in their classification level higher than their previous increment, as follows:
- (a) A permanent employee (either full-time or part-time) will progress to the next increment higher than their previous increment within their classification level at the completion of 12 months continuous service.
- (b) Provided there has not been a period of more than 3 months (other than for parenting purposes) between periods of paid employment, a casual employee will progress to the next increment higher than their previous increment within their classification level in accordance with the applicable Award or more beneficial arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement').
- (c) In the event an applicable Award provision does not exist, the current agency practice will continue to apply.

# PERFORMANCE MANAGEMENT AND/OR DEVELOPMENT

- 14.2 An employee will progress to the next increment as currently occurs ('their expected increment date') unless, the employee is/or has been the subject of an agency's formal performance management and/or development system (however described) and as a result of that formal process, the employee is/has been assessed either as not performing at a satisfactory level (i.e. the work being performed or produced is not commensurate with the level, quality and timeliness required from the duties (or position)); or as not meeting performance standards. For the purposes of this clause, this assessment is referred to as 'the initial assessment'.
- 14.3 An employee will be entitled to at least three calendar months prior notice (written or email) of the initial assessment as per clause 14.2 and may, within one month, request either a reassessment or a review of the assessment, which is to be concluded by not later than one month prior to their expected increment date.
- 14.4 If upon a reassessment or review the employee is assessed either as performing at a satisfactory level or as meeting performance standards, the employee will not be impeded from progressing to the next increment level.
- 14.5 If pursuant to this clause an employee does not progress to the next increment level, the employee will work with the agency with the object of improving their performance to at

least a satisfactory level during the ensuing six months after the initial assessment (and thereafter as may be applicable).

- 14.6 During the six months after the initial assessment, an employee may, at not less than three monthly intervals, request to be reassessed.
- 14.7 If, during six months after the initial assessment, an employee is assessed as:
- (a) Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the six-calendar month anniversary after what would otherwise have been their expected incremental date; or
- (b) Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next incremental level.
- 14.8 If, more than six months after the initial assessment, an employee is assessed as:
- (a) Performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the twelve-month anniversary after what would otherwise have been their expected incremental date; or
- (b) Not performing at a satisfactory level or as not meeting performance standards, the employee will not progress to the next increment level.
- 14.9 An employee who does not progress to the next increment level consequent on an assessment during the first twelve months after what would otherwise have been their expected incremental date, may request a reassessment at not less than six monthly intervals. If assessed as performing at a satisfactory level or as meeting performance standards, the employee will progress to the next incremental level at the subsequent applicable anniversary of what would otherwise have been their incremental date in that year, otherwise the employee will not progress.
- 14.10 In this clause "performance standards" means achieving performance targets or work output applicable to the employee; behaviour in accordance with the public sector code of conduct; actively participating in an agency's performance management and/or development system (however described); and applying learning and development.

# **15. SECURITY OF EMPLOYMENT**

- 15.1 The Employer agrees that during the life of this Agreement, no further work performed by weekly paid employees covered by this Agreement will be outsourced, contracted out or privatised. Additionally, the Employer agrees not to enter into any arrangements to outsource, contract out or privatise work performed by weekly paid employees during the life of this Agreement, even if the operative date of such arrangement is after the nominal expiry date of this Agreement.
- 15.2 Where work is already outsourced or contracted out, the employer will maintain existing wages parity commitments between the Employer and the Contractor.
- 15.3 Subject to the terms of the "Note", any renewal, extension of or new contacts (of already outsourced or contracted out work) will be entered in to between the Employer and the Contractor on the basis that employees of the Contractor must be paid no less favourably for the hours worked as set out in the SA Government Wages Parity (Weekly Paid) enterprise agreement 2017 (or its successor).

Note. The parties note that this sub-clause is the subject of legal and appeal proceedings (SAEC: ET-20-05459). Despite any other clause of this enterprise agreement, the parties agree and accept that the operation of this sub-clause 15.3 depends on, and will be guided by, the ultimate outcome of legal and appeal proceedings.

- 15.4 Where agency labour/labour hire is utilised, the Employer must ensure that employees or contractors of the labour agency must be are paid no less favourably for the hours worked than as set out in the SA Public Sector Wages Parity (Weekly Paid) Enterprise Agreement 2022 or its successor.
- 15.5 Where such arrangements have not been previously in place, the provisions of this clause will apply for new or extensions of existing contracts when entered in to between the employer and the labour hire provider.

15.6 If requested by a Union covered by this Agreement, the Employer will provide relevant information to the Union enabling the Union to assess whether this clause has been complied with, unless in confidence and subject to Clause 10.3(b).

# 16. REDEPLOYMENT, RETRAINING AND REDUNDANCY

16.1 Redeployment, retraining and redundancy will apply to agencies and employees party to this enterprise agreement as detailed in Appendix 1.

# 17. PAID MEAL BREAKS – DISABILITY SERVICES OFFICERS

- 17.1 Disability Services Officers will be paid at ordinary time rates for meal breaks when:
- (a) their duties are performed in the community accommodation setting; and
- (b) it is not possible for the employee to be free from all duty for the duration of the break.
- 17.2 The time spent on paid meal breaks will count for all paid leave purposes, including TOIL, public holiday payments and superannuation.
- 17.3 The periods of paid meal breaks do not form part of an employee's ordinary hours and as such are not taken into account for overtime purposes.
- 17.4 The appropriate shift penalty payment for the shift will apply to paid meal breaks.

#### **18. OTHER CONDITIONS OF EMPLOYMENT**

- 18.1 The following is provided for information:
- (a) Terms and conditions of employment set out in this enterprise agreement, any other industrial instruments and/or established by custom and practice at the operative date of this Agreement must be maintained as a minimum during the life of this Agreement (unless otherwise agreed between the employer and the relevant union(s)).
- (b) Terms and conditions of employment not specifically dealt with in this enterprise agreement and/or its underpinning Awards can be found in the *Department of the Premier and Cabinet's – Conditions of Employment for Weekly Paid Employees* and/or the SA Health (Health Care Act) Human Resources Manual (the Manuals) as appropriate and as may be varied by the employer from time to time, or such other arrangements as may be agreed between the parties.
- (c) As provided in clause 3.3 the provisions of this enterprise agreement prevail to the extent of any inconsistency over an award provision. The provisions of an applicable industrial award as listed in clause 3.2 prevail to the extent of any inconsistency over matters contained in a policy manual.
- (d) The employer will consult with the relevant employee representatives as applicable in accordance with clause 10 of this enterprise agreement where these manuals are subject to review.

## **19. CONDITIONS OF EMPLOYMENT FOR HEALTH ANCILLARY AWARD EMPLOYEES**

- 19.1 This clause is applicable only to those employees employed pursuant to the *South Australian Government Health Etc. Ancillary Employees Award* (Health Ancillary Award).
- 19.2 Notwithstanding current leave and other entitlements contained in this enterprise agreement and in the Health Ancillary Award, the following entitlements will be paid to employees classified as Health Ancillary employees in accordance with the provisions of the SA Health (Health Care Act) Human Resource Manual (or however so titled and as varied from time to time) as at the date of approval of this enterprise agreement by SAET:
  - Annual Leave
  - Public Holidays
  - Locality Allowance

#### 20. FIRST AID ALLOWANCE

- 20.1 For the purposes of this clause a First Aid Officer refers to an employee appointed by the employer to undertake duties for providing immediate and effective first aid to workers or others who have been injured or become ill at the workplace as prescribed by the approved code of practice under section 274 of the *Work Health and Safety Act 2012*.
- 20.2 Where an employee has been appointed by the employer as the First Aid Officer and on that basis, is required to hold a current First Aid Certificate (or equivalent), the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours) or as a result of operational requirements, at another time mutually agreed to by the employee and the employer. The employee will be reimbursed by the employer the cost of acquiring such qualifications.
- 20.3 Where a First Aid Officer agrees to renew the First Aid qualification, that employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours) or as a result of operational requirements, at another time mutually agreed to by the employee and employer. The employee will be reimbursed by the employer the cost of renewing the qualification.
- 20.4 Where, in the performance of their duties an employee is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- 20.5 A First Aid Officer will be paid a First Aid Allowance as prescribed in clause 5.3.2.4 and clause 5.3.2.5 of the SA Public Sector Salaried Employees Interim Award (SAPSSEI Award).
- 20.6 The First Aid allowance will be included in determining the amount so payable for recreation leave, public holiday, sick leave and long service leave.

## 21. SENIOR FIRST AID CERTIFICATE – DEPARTMENT OF HUMAN SERVICES

- 21.1 Disability Services Officers employed pursuant to the Intellectual Disability Services Award are required to hold a current Senior First Aid Certificate.
- 21.2 The Employer will provide or facilitate first aid training free of charge to the employee concerned.
- 21.3 Where an employee is not rostered to be on duty at the time the first aid training is available, the employee will attend the required training, and the following will apply:
- (a) Employees who are rostered to work less than 38 ordinary hours in that week and less than an average of 38 hours over the roster cycle will either:
  - 1. Be paid at ordinary time rates for the duration of the training on that day; or
  - 2. May elect to take that time as time off equal to the duration of the training on that day, in lieu of receiving payment.
- (b) Employees who are rostered to work 38 hours in that week or an average of 38 hours over the roster cycle, will be paid at overtime rates for the duration of the training on that day.
- 21.4 Where the employee elects to take time off in lieu of payment such time should be taken at a time mutually agreed between the employee and the employer but as soon as practicable after the time of attendance.

## 22. MULTI-SITE ALLOWANCE

22.1 Disability Services Officers Level 3 (i.e. Supervisor) who are required to supervise more than one accommodation facility will be paid a multi-site allowance as follows:

| Multi-Site<br>Allowance | 1 July 2021     | 1 July 2022     | 1 July 2023     | 1 July 2024     |
|-------------------------|-----------------|-----------------|-----------------|-----------------|
|                         | \$1.70 per hour | \$1.75 per hour | \$1.80 per hour | \$1.85 per hour |

# 23. NGERIN ALLOWANCE

23.1 Employees employed pursuant to the Marnie Research Vessel "Ngerin" Industrial Agreement (Ngerin Agreement) will be paid the following allowances in accordance with the conditions contained within the Ngerin Agreement:

| Allowance              | 1 July 2021      | 1 July 2022      | 1 July 2023      | 1 July 2024      |
|------------------------|------------------|------------------|------------------|------------------|
| Hardlying<br>Allowance | \$7.36 per day   | \$7.47 per day   | \$7.58 per day   | \$7.69 per day   |
| First Aid<br>Allowance | \$17.05 per week | \$17.31 per week | \$17.57 per week | \$17.83 per week |
| Seagoing<br>Allowance  | \$2.25 per hour  | \$2.30 per hour  | \$2.35 per hour  | \$2.40 per hour  |

- 23.2 An employee who is appointed by the employer to perform first aid duties for less than 3 days per week, will be paid an allowance of 0.42 cents per hour.
- 23.3 Seagoing Allowance An employee working on the vessel when seagoing, as defined in the Ngerin Agreement, shall be paid this allowance for the 12 hours deemed to have been worked, in accordance with the conditions contained within the Ngerin Agreement.

# 24. NATIONAL DISABILITY INSURANCE SCHEME (NDIS)

- 24.1 The parties acknowledge that the Disability Sector is undergoing unprecedented reforms through the introduction of the NDIS. The State Government will continue to provide high quality supported community accommodation and group homes in South Australia.
- 24.2 DHS and UWU recognise that the introduction of the NDIS may require changes to governance arrangements and workforce structures in supported community accommodation and group homes.
- 24.3 The parties agree to enter in to genuine discussion on the understanding that changes to existing arrangements will be subject to the following:
- (a) The establishment of governance arrangements and workforce structures will be implemented by agreement between the Employer and UWU (neither party will unreasonably withhold agreement); and
- (b) Disability Services Officers will continue to be covered and remain parties to the South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022 (or its successor) and the *Intellectual Disability Services Award*; and
- (c) Any agreement reached between the Employer and UWU will be subject to clause 9 Variation contained in this Agreement.

# 25. ENFORCEMENT

25.1 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 enterprise agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this enterprise agreement, the Union may seek redress to SAET in relation thereto.

## 26. MINIMUM HOURS OF ENGAGEMENT

- 26.1 During the life of this enterprise agreement, a casual employee will be engaged for a minimum period of three (3) hours, unless otherwise expressly agreed between the agency and the employee.
- 26.2 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.
- 26.3 Nothing in this clause affects the operation of clause 28 On-call/Recall.

# 27. PUBLIC HOLIDAYS

Limit on public holiday work

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

Part-day public holidays

- 27.2 The arrangements set out below will apply between 7.00pm and midnight on Christmas Eve (24 December) or New Year's Eve (31 December):
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but exercises their right not to work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) or paid day off (PDO), does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate for those hours worked.
- (f) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause 26.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

# 28. ON-CALL/RECALL

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

- 28.2 On-Call Allowances
- (a) Employees bound by this enterprise agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:

| On-call            | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 (ffpp) |
|--------------------|-------------|-------------|-------------|--------------------|
| Allowance          | (ffpp)      | (ffpp)      | (ffpp)      |                    |
| Monday –<br>Friday | \$34.92     | \$35.44     | \$35.97     | \$36.51            |

(b) Employees bound by this enterprise agreement, who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:

| On-call Allowance                                | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|--|-------------|-------------|-------------|-------------|
|  | (ffpp)      | (ffpp)      | (ffpp)      | (ffpp)      |
| Weekends/Public<br>Holidays/Rostered<br>Days Off | \$61.00     | \$61.92     | \$62.85     | \$63.79     |

- 28.3 If an employee is rostered on-call:
- (a) For a continuous period that spans and includes both 'a night time' during Monday -Friday and an immediately following (full day) public holiday; or
- (b) Of 'a night time' during the Monday Friday that is a 'part-day public holiday', the on-call allowance in sub-clause (b) will apply to the 'night time' (i.e. instead of the rate in subclause (a).

For example:

- 1. If a public holiday falls on a Wednesday and the employee is rostered on-call for both the Tuesday night time and the full public holiday, the employee will be entitled to a public holiday on-call rate for the Tuesday 'night time' period.
- 2. If a 'part-day public holiday' (refer: amended *Holidays Act 1910*) falls on a Monday and an employee is rostered on-call for that night time, the employee will be entitled to the public holiday rate.

# ON-CALL CONDITIONS

- 28.4 No employee should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to same.
- 28.5 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.
- 28.6 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 28.7 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).
- 28.8 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, Commissioner's Standards (or however so named) 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.
- 28.9 Recall to Work:
- (a) Subject to clause (c) below, employees bound by this enterprise agreement, will be

entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.

- (b) Subject to clause (c) 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.
- (c) The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in clauses (a) and (b), is an employee's normal rate for overtime purposes.
- (d) All employees who travel to work as a result of receiving a recall to work will be:
  - 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
  - 2. permitted to use a taxi at the employer's expense to travel to and from the workplace; or
  - 3. permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

# 29. NIGHT SHIFT PENALTY

- 29.1 A night shift penalty of 20.5% will apply in lieu of the penalty specified in:
- (a) Clause 4.2.1 in the Intellectual Disability Services Award;
- (b) Clause F1(g)(i) of the Government Stores Employees Interim Award;
- (c) Clause 6.1.71 of the South Australian Government Civil Construction and Maintenance Award;
- (d) Clause 6.1.6.1 of the South Australian Government Health Etc. Ancillary Employees Award;
- (e) Clause 6.1.6.1 of the South Australian Government Printing Interim Award;
- (f) Clause 6.1.7.1 of the South Australian Government Services Award; and
- (g) Clause 6.1.7.1 of the South Australian Government Transport Workers Award.

# **30. TOIL ENTITLEMENTS**

- 30.1 An employee who accrues time off in lieu (TOIL) of overtime in accordance with the applicable Award cannot lose that entitlement.
- 30.2 Where an employee accrues TOIL, that is to be taken as follows:
- (a) At a time agreed with the employer within 3 months of accrual; or
- (b) With the agreement of the employer, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time; or
- (c) At a time directed by the employer where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 5 days TOIL.

#### **31. LICENSING FOR PERFORMING HIGH RISK WORK**

31.1 An employee who is required by the employer and/or required in relation to the normal duties attached to their role to possess and act upon a licence required in accordance with the *National Standard for Licensing Persons Performing High Risk Work 2006* (the Standard) will upon gaining such licence, be reimbursed the cost of any preparation course, assessment/examination and the ongoing cost of maintaining the licence as prescribed by the Standard.

# 32. RECLASSIFICATION DATE

32.1 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 calendar months from the date of lodgement.

# 33. EMPLOYEE ENGAGEMENT

- 33.1 An employee will be advised in writing the terms and conditions of their employment prior to their commencement. Details of their engagement will include (but not necessarily be limited to):
  - The nature of the engagement (e.g. casual, temporary, part-time or full-time);
  - Classification level; and
  - Date of commencement.
- 33.2 Employment will not commence until a prospective employee has confirmed in writing their acceptance of the offer of employment on the terms and conditions specified.

# 34. RECOGNITION OF UNION DELEGATES

- 34.1 An employee appointed union delegate in the section or Department in which the employee is employed will, upon notification of this to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited union delegate is to be allowed reasonable time during working hours, at a mutually convenient time, to interview the employer or the employer's representative on matters affecting employees whom the accredited delegate represents. Delegates participating in enterprise bargaining negotiations will be paid in accordance with this Agreement.
- 34.2 The CE, DTF acknowledges and accepts the authority and duties of all Union elected representatives as contained in their relevant Union's constitution, rules and/or by-laws, in accordance with the detail of procedure contained in this Section.
- 34.3 The CE, DTF and the Unions with members in the public sector, in the interest of harmonious employee relations, seek the co-operation of departmental managers and Union representatives in relation to this Section which reflects the abovementioned agreement.
- 34.4 Advice of Election

Following the election of a job representative, the Secretary of the Union will advise the chief executive of the relevant department, in writing, of each elected job representative. The elected member will be issued with written credentials by the Secretary authorising that member to act in accordance with the duties of a job representative as prescribed in the rules and/or by-laws of the Union.

- 34.5 Role, Rights and Responsibilities
- (a) Job representatives are expected to maintain a representation role. Therefore, matters raised should only reflect issues that are raised by members employed at the worksite. Management should also ensure that when consultation with a job representative is initiated, the views being sought are those of the members employed on the work site and not the personal views of the job representative.
- (b) Should a member or members apprise their elected job representatives of a matter as defined by the rules and/or by-laws of the relevant Union and request appropriate assistance, the job representative will inform the immediate management of the department, division, branch or section (whichever is appropriate) of the nature of the matter.
- (c) Notwithstanding this procedure, the CE, DTF recognises the right of the job representative to inform the Union of the matter or matters for the purpose of seeking advice and assistance where necessary.
- (d) Job representatives are required at all times to act in accordance with the rules and/or bylaws of the relevant Union and the agreement referred to herein provided the relevant rules and/or by-laws of the Union are not inconsistent with the *Public Sector Act 2009* and

Regulations or Award, or any relevant Agreement.

- (e) Job representatives will be allowed reasonable time within their normal hours of duty and reasonable access to facilities to permit them to perform duties as elected job representatives within their respective electorates. Job representatives will be provided with access to the following facilities as a minimum: telephones, computers, noticeboards, a lockable filing cabinet, printers, stationary and meeting rooms. Job representatives will be able to have their personal mobile phone on their person during working hours for their union work, except in areas where use of a mobile phone is expressly prohibited and enforced.
- (f) Each Union, through its staff of full time officials has agreed that every assistance will be made available to elected job representatives. Job representatives will be allowed up to three hours per month during normal rostered hours in paid time (including travel time) for the purpose of Delegates meetings with their relevant Union Official (except where otherwise agreed between the relevant union and the employer). Where a job representative attends in non-rostered time, the representative is doing so in their own time (expect where otherwise agreed between the relevant union and the employer).
- (g) The Unions agree to determine and resolve all claims that a job representative is acting contrary to its constitution rules and/or by-laws, and the Unions agree that notification can be made to the applicable Union by the chief executive or the CE, DTF where such a matter is recognised.

# 35. RIGHT OF ENTRY

- 35.1 An official of an association of employees may enter an employer's premises at which one or more members of the association work and:
- (a) Inspect time books and wages records; and
- (b) Inspect the work carried out at the workplace and note the conditions under which the work is carried out; and
- (c) If specific complaints of non-compliance with the award have been made, interview any person who works at the workplace about the complaints.
- 35.2 Before an official exercises these powers the official must give reasonable notice in writing to the employer of at least 24 hours unless some other period is reasonable in the circumstances of the particular case.
- 35.3 A person exercising these powers must not interrupt the performance of work at the workplace or:
- (a) harass an employer or employee; or
- (b) address offensive language to an employee or an employer; or
- (c) hinder or obstruct an employee in carrying out a duty of employment; or
- (d) use or threaten to use force in relation to an employer, an employee or any other person.
- 35.4 An employer may apply to the Tribunal seeking the withdrawal of the relevant powers from an official from an association in the event of abuse of any of these powers.

# 36. EMPLOYEE ASSOCIATION/UNION WORKSITE VISITS

- 36.1 The employer supports employee associations/unions conducting visits to worksites with members or potential members. The employer will grant access based on the provisions of this clause and any other formal arrangements that may currently be in place at a specific agency. Unless otherwise agreed, the relevant union will provide at least 24 hours' notice of its intention to visit the worksite
- 36.2 Employee associations/unions have access to worksites, to meet with employees during normal rostered hours in paid time, for 30 minutes on a monthly basis (except where otherwise agreed between the relevant union and the employer).
- 36.3 Agency(ies) will provide for authorised employee associations/union representatives to visit members or potential members in their locations of work by arrangement with the

relevant site manager. Where possible and reasonable, an appropriate venue for union officials to meet with their members will be provided.

- 36.4 Employee associations/union officials will provide the employer with reasonable notice of their intention to enter a worksite. The notice must include the date, time, purpose and duration of the visit. The notice may be via email, letter or telephone and should be provided at least a full business day before the intended visit, particularly where that visit is for, or includes, an inspection of the work carried out at the worksite.
- 36.5 In the case of an inspection of the worksite and noting the conditions under which the work is carried out, a union official must specify the specific area(s) to be inspected.
- 36.6 The official may be accompanied by a delegate (subject to the delegate pre-arranging with their respective line manager release from duties for a specified time to attend), from that work area but must not interrupt the performance of work or in any way hinder any person or employee from undertaking their duties. Management reserves the right to escort the official around the nominated work area(s), but will not unreasonably restrict access to any area as requested in the associations/unions' notice of entry.
- 36.7 Under the Work Health and Safety Act 2012 (SA) Employee associations/union officials must provide a Work Health and Safety entry permit before entering a workplace and exercising powers under that Act.

# **37. ORIENTATION AND INDUCTION PROGRAMMES**

- 37.1 The employer recognises the importance of maintaining good harmonious industrial relations at the workplace.
- 37.2 The employer supports the right of employees to become members and participate in their relevant union(s).
- 37.3 Unions must be offered the opportunity to make a 30-minute presentation to all new employees to familiarise new employees of this enterprise agreement and their industrial entitlements as part of any induction/orientation programme.
- 37.4 Employee associations/unions will be provided with the dates, times and venues of any group orientation/induction programmes involving new employees in writing on a quarterly basis and be permitted to attend such programmes.
- 37.5 If the dates of these orientation/induction programmes are fixed in advance for a regular date and time then the employer will provide this information to the relevant employee association/union as soon as possible.
- 37.6 Where the dates of orientation/induction programmes involving employees are not fixed in advance, at least 7 days written notice will be given to the relevant employee association/union of the dates, times and venues of such programmes to enable a representative to attend.
- 37.7 Where no formal group induction/orientation programme exists and in the case of regional and remote worksites, arrangements will be entered in to by the employer and relevant union(s) for the employee(s) to attend a 30-minute induction/orientation session in paid work time with their relevant employee association/union.
- 37.8 A union Delegate will be released in paid time to accompany an Official in the 30-minute induction/orientation programmes.
- 37.9 In addition to the obligations contained in clause 37 new employee induction packages must include a membership application form for the relevant union(s).

# 38. UNION FEES

- 38.1 An employee may authorise deductions from their pay for union fees in accordance with the Treasurer's Payroll Instruction Number 9 (or however so named from time to time).
- 38.2 Where an Employee provides to the Employer written authority authorising disclosure of their bank account number(s) and BSB Number(s) to UWU for the purpose of Union membership, the Employer will within 7 days of receiving such authority, provide in writing to UWU the employee's bank account number(s) and BSB number(s) as authorised.

### **39. REVIEWS**

- 39.1 The following matters will be reviewed by the relevant parties during the life of this enterprise agreement or as indicated.
- 39.2 Consolidated Agreement
- (a) During the life of this enterprise agreement, the CE, DTF will draft a consolidated enterprise agreement that considers existing terms and conditions of employment that are contained in industrial instruments and significant policy documents. This process will commence within the first twelve months of the date of approval of this Agreement. This review and development of a draft consolidated enterprise agreement will be undertaken in a consultative manner, having regard to available information, including from relevant union(s).
- 39.3 Personal Leave Injury and Sickness
- (a) A review will be undertaken by the CE, DTF and UWU into the crediting and accumulation of personal leave injury and sickness, for employees' whose entitlement exceeds 91.20 hours per annum as per clause 47.10.
- 39.4 Ministerial Chauffeurs Identification and acknowledgement of Security related activities
- (a) A review will be undertaken during the life of the Agreement by the CE, DTF in liaison with the applicable agency and the Public Service Association as to the Identification and acknowledgement of Security related activities that are required to be undertaken by Ministerial Chauffeurs.
- (b) Any implementation of outcomes of this review can only occur by agreement between the parties and such agreement will be subject to clause 9 – Variation contained in this Agreement.
- (c) The above provisions do not preclude the reviews identified at clause 39 or matters arising therefrom; nor preclude the outcomes of the review of security related activities as contained in Appendix 3.4 Ministerial Chauffeurs.

# 40. CONVERSION TO PERMANENCY OR PERMANENT HOURS

- 40.1 This clause will be read in conjunction with the relevant Award clauses related to parttime, casual and temporary employment. Specifically, where an employee makes written request to:
- (a) have their additional hours worked added to their substantive hours, in the case of parttime employees; or
- (b) convert from casual employment to permanent part-time or full-time employment; or
- (c) convert from temporary fixed term employment to permanent part-time or full-time employment.
- 40.2 Continuous employment for the purposes of converting from temporary fixed term employment includes:
- (a) periods of employment that may include employment on a casual basis;
- (b) approved paid or unpaid leave; and/or
- (c) employment without a break of no more than 3 months in duration, excluding paid or unpaid leave, which in total would equate to at least 12 months employment.
- 40.3 This clause does not extinguish the employer's obligation to notify the employee in writing that they are eligible to permanent hours or permanent employment, in accordance with their relevant Award.
- 40.4 Where there is no relevant Award dealing with this issue, the South Australian Government Health Etc. Ancillary Employees Award will apply.
- 40.5 Upon receiving a written request from an employee pursuant to clause 40.1, the employer must, within 3 weeks of receiving such notice, indicate in writing whether an increase in the employee's substantive hours of work or request for permanent conversion, is or is not, agreed to. Where an increase is not agreed to, the employer must provide written reasons in the correspondence.

- 40.6 If the employer fails to respond within 3 weeks of the employee's written request, then the employee must make a further written request to the Agency chief executive, attaching their original request. Should the Agency not respond within 3 weeks of the date of receipt of the second request, it will result in:
- (a) in the case of permanent part-time employees, the additional hours requested by the employee in accordance with the relevant Award will automatically be added to their substantive hours; or
- (b) in the case of casual employees or employees engaged on temporary fixed term contracts, their employment automatically being converted to either permanent part-time or full-time employment (as per the employee's written request) in accordance with the relevant Award.

# 41. STAFF SHORTAGES, VACANCIES AND ALLOCATING ADDITIONAL HOURS

# Process

- 41.1 The parties are committed to establishing a fair and equitable system for addressing staff shortages, vacancies and the allocation of additional hours.
- 41.2 To ensure that employees are not subjected to unreasonable workloads, the Employer agrees to fill permanent vacancies, unless such vacancy is subject to discussions under Appendix 1, replace employees on planned absences and use its best endeavours to fill all unplanned absences in the process set out in this clause.
- 41.3 The Employer will endeavour to maximise the use of permanent employees to replace staff on planned and unplanned absences.
- 41.4 The Employer agrees to engage agency/labour hire employees as a last resort as set out in clauses 15.4 and 41.7(e).
- 41.5 The Employer, Departments, Agencies, Units or Worksites will keep an up to date record of permanent and temporary part-time and casual employees' availability and intention to work additional hours.
- 41.6 For the purposes of this clause, in DHS site will be considered all weekly paid employees employed by the Agency.

#### Planned and unplanned absences or vacancies of less than three months in duration

- 41.7 The following process will be adopted for addressing unplanned vacancies or planned absences or vacancies of less than three months in duration:
- (a) All permanent part-time employees will be asked to indicate their availability to work additional hours/shifts as required. These lists will be maintained at each worksite.
- (b) Staff shortages will be first addressed by offering additional hours to permanent part-time employees in the worksite or workgroup where the shortage occurs. Offers will be made on a rotating basis, and in line with the indications of availability referred to in 41.7(a).
- (c) Should the permanent part-time employees in the worksite or workgroup be unavailable to cover the required hours, casual and temporary employees will be offered additional hours to cover the shortage.
- (d) If required, staff from other workgroups may be offered the opportunity to work additional hours, starting with permanent part-time employees.
- (e) Where all other options have been exhausted in clauses 41.7(a) to 41.7 (d), overtime will be offered to permanent employees or agency labour/labour hire employees will be engaged for absences as per clause 15.4.

#### Absences or vacancies of between three to twelve months

- 41.8 The following process will be adopted for addressing absences or vacancies of between three to twelve months in duration:
- (a) An absence will be filled with a temporary fixed term contract.
- (b) A merit based selection process is undertaken by EOI at the worksite to fill the absence or vacancy.
- (c) If the absence or vacancy is unable to be filled internally at the site level, the position will

be advertised in line with normal public sector protocols, i.e. advertised as a minimum on IWORKFORSA.

Absences or vacancies greater than 12 months (excluding permanent vacancies)

- 41.9 The absence or vacancy will be advertised and filled in line with normal public sector protocols, i.e. advertised as a minimum on IWORKFORSA.
- 41.10 Preference will be given to an employee of the worksite in which the vacancy occurs in the event that multiple applicants are equally ranked.

#### **Permanent vacancies**

- 41.11 Permanent vacancies will be filled on a permanent basis. The process for filling permanent vacancies will be as follows:
- (a) Within a month of the position(s) becoming vacant, excess employee(s) or work injured employee(s) will be identified and be given preference in filling the vacancy.
- (b) If no excess employee(s) or work injured employee(s) have been identified during that period the position will be advertised and filled in line with normal public sector protocols, i.e. advertised as a minimum on IWORKFORSA. Preference will be given to an employee of the worksite in which the vacancy occurs in the event that multiple applicants are equally ranked.
- (c) The position will be filled within 3 months of becoming vacant, unless the employer can provide to the relevant union(s) in writing the mitigating circumstances that require the timeframe to be extended and agree to consult on the extension of the timeframe.

#### Review

41.12 The CE, DTF and UWU will review the implementation of this process no earlier than 12 months after the date of approval of this enterprise agreement.

# PART 4 – WORK LIFE FLEXIBILITY

# 42. OTHER LEAVE ARRANGEMENTS

- 42.1 Leave entitlements provided in this enterprise agreement include:
  - Annual Leave
  - Special Leave
  - Retention Leave
  - Trade Union Leave
  - Personal Leave Injury and Sickness
  - Domestic/Relationship Violence Leave
  - Paid Maternity/Adoption Leave,
  - Paid Partner Leave, and
  - Family Carer's Leave.
- 42.2 Leave entitlements are also provided in applicable weekly paid Awards.
- 42.3 Additional information about the following leave arrangements for weekly paid employees can be found in the Department of the Premier and Cabinet's Conditions for Employment for Weekly Paid Employees Manual or the SA Health (Health Care Act) Human Resources Manual as applicable (or however so titled and as may be varied from time to time):
  - Annual leave
  - Sick leave
  - Special leave
  - Parental leave
  - Family Carer's leave
  - Long Service leave
  - Education Assistance leave

# 43. ANNUAL LEAVE

- 43.1 Accrued annual leave may be taken for a period applied for by an employee and approved by the employer. The employer will not unreasonably refuse an employee's request for accrued annual leave.
- 43.2 An employee is entitled to access their accrued annual leave in duration or number of periods, to assist employees in balancing their work and family responsibilities.

# 44. SPECIAL LEAVE

- 44.1 Chief executives may grant up to the equivalent of 15 days special leave with pay each service year to employees in accordance with Commissioner's Determination 3.1, Section F- Special Leave with and Without Pay (or however so titled and as varied from time to time), or in respect of employees of the Department for Health and Wellbeing, in accordance with the SA Health (Health Care Act) Human Resources Manual (or however so titled and as varied from time to time) as applicable.
- 44.2 The parties acknowledge that the Commissioner's Determination 3.1, Section F Special Leave with and Without Pay (or however so titled and as varied from time to time) will apply to employees bound by this enterprise agreement and specifically:
- (a) Special Leave with or without pay for individual needs and responsibilities (refer part 2).

# 45. RETENTION LEAVE

45.1 For the purposes of this Agreement, Section E of Commissioner's Determination 3.1, Public Sector Skills and Retention Entitlement (as at 1 July 2017) will apply, as a minimum, to employees bound by this Agreement.

# 46. TRADE UNION TRAINING LEAVE

- 46.1 Subject to any genuine operational requirements of a relevant work area, a chief executive shall approve special leave with pay to union members to attend trade union training courses organised and approved by the ACTU, SA Unions or the relevant registered Association/Union subject to the following conditions:
- (a) the employee is nominated for attendance at the course by the recognised organisation of which the employee is a member (a certificate of eligibility must be signed by the Secretary of the recognised organisation or a person nominated by the Secretary); and
- (b) the employee can be spared by the employer/agency. In deciding approvals, the work of the employer must be a priority and the privilege may be withdrawn at any time it is considered necessary, however the employee must not be unreasonably refused.
- (c) Special leave with pay may be granted to an eligible employee up to a maximum of the equivalent of 10 working days during two calendar years, to be calculated from the date the employee is first granted leave to attend a trade union training course. Special leave with pay in excess of this entitlement may be granted in special circumstances at the discretion of the chief executive, but in no case, will the amount exceed the equivalent of 20 working days during two years.
- (d) All other costs related to the attendance at a course will be the responsibility of the nominating responsible organisation.
- (e) Where an employee is absent on trade union training on their programmed day off, such day will stand as the programmed day off. The employee is not permitted to substitute another day for the programmed day off. Accordingly, that day is not to be debited as training and the employee may use the day if additional trade union training is sought later in that two-calendar period.

# 47. PERSONAL LEAVE – INJURY AND SICKNESS

#### Entitlement to personal leave

47.1 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

- 47.2 A full-time employee will receive 12 days (or the equivalent hours) per annum for the purposes of personal leave.
- 47.3 A part-time employee will be credited personal leave on a pro-rata basis.
- 47.4 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.
- 47.5 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

- 47.6 The employee is not entitled to payment for personal leave unless:
- 47.7 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
- 47.8 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.
- 47.9 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

47.10 The provisions of sub-clause 47.2 do not apply to employees whose current annual entitlement to personal leave - injury and sickness exceeds 91.20 hours per annum.

## 48. DOMESTIC/RELATIONSHIP VIOLENCE LEAVE

- 48.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and an agency will provide reasonable access to, existing leave and flexible and safe working arrangements.
- 48.2 The parties note that Regulation 9(8) of the Public Sector Regulations 2010 operates to apply the domestic/family violence leave provisions of up to 15 days of special leave with pay per annum to all Public Sector employees.
- 48.3 The chief executive, or delegate, will allow employees to access special leave in accordance with Commissioner's Determination 3.1 Employment Conditions Hours of Work, Overtime and Leave, Section F Special Leave with Pay and Leave Without Pay, clause f) Domestic/Family Violence Leave. In order to maintain confidentiality, public sector agencies may record special leave approved in such circumstances as "urgent pressing necessity."

#### 49. WORKLIFE FLEXIBILITY

#### Voluntary Flexible Working Arrangements

- 49.1 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.
- (a) Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this enterprise agreement.
- (b) A chief executive will consider an employee's request to participate in a VFWA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances.
- (c) This clause applies for the period an employee participates in a VFWA.
  - 1. 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.
  - 2. Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
  - 3. Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
  - 4. Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this enterprise agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

# Paid Maternity Leave and Paid Adoption Leave

- 49.2 Paid maternity leave and paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of the following clauses, maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 49.3 The following clauses apply to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the SAET of this enterprise agreement.
- (a) Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to sixteen (16) weeks paid maternity or adoption leave (as applicable) (the "applicable maximum period"). "Adopted child" means a child under 16 years of age.
- (b) An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the South Australian public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks (the "applicable maximum period").
- 49.4 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/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
- (b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 49.5 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- (a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
- (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this enterprise agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences and that leave shall be payable at the relevant rate of half pay in equal proportions during the requisite number of weeks; or
- (c) A combination of (a) and (b).
- 49.6 Part time employees will have the same entitlements as full-time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 49.7 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.
- 49.8 Where both prospective parents are employees covered by this enterprise agreement; or if the other prospective parent is an employee of the same agency as the employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this enterprise agreement but is employed by the same agency), the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies. Parents who are employees of the same agency but are covered by different enterprise agreements may

only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity or adoption leave in respect of a child/ren).

49.9 The entitlements available to an employee pursuant to the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time) or any other federal parental leave scheme will be subject to criteria and eligibility as determined by any such scheme.

#### Return to Work on a Part Time Basis

- 49.10 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part time arrangement will be as agreed between the relevant chief executive and the employee. The following conditions apply to an employee applying to return on a part time basis:
- (a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the chief executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- (b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the chief executive whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part time basis.
- (c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.
- (d) If an agency (as prescribed in clause 4.2) has less than 100 (FTE) employees, a minimum of 12 weeks will apply instead of the 6 weeks prescribed in this sub-clause.

## Paid Partner Leave

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

#### Family Carer's Leave

- 49.14 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
- (a) An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- (b) 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.
  - 49.15 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**

- 49.16 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.
- (a) The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- (b) 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.
- (c) The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- (d) 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.
- (e) 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.
- (f) 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

- 49.17 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.
- (a) 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.
- (b) The employee ordinarily uses public transport.
- (c) Travel is by the most direct or appropriate route.
- (d) Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.
- (e) 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.

# 50. WORKPLACE FLEXIBILITY

- 50.1 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).
- 50.2 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").
- (a) 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 way 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.

- (b) 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 CE, DTF for consultation with those employee/s and with relevant employee representative/s party to this enterprise agreement.
- (c) 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.
- (d) 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").
- (e) 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.

#### **51. TRAINING AND DEVELOPMENT**

- 51.1 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).
- 51.2 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.
- 51.3 The parties acknowledge that agencies will continue to implement the principles contained in the CPSE Guideline on Performance Management and Development (or other such guidelines as may be issued by an agency).
- 51.4 Mobility and Secondments
- (a) The parties acknowledge the potential development opportunities for:
  - 1. Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
  - 2. Existing employees of the agency or employees of other agencies within the portfolio grouping of agencies to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

#### PART 5 – WORK HEALTH AND SAFETY

#### 52. WORK HEALTH AND SAFETY

- 52.1 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.
- 52.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- (a) Improve workplace health and safety;
- (b) Improve return to work performance; and
- (c) Reduce human and workplace costs of injury and illness.
- 52.3 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- (a) Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
- (b) Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
- (c) Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance.
- (d) Implementation and continuous improvement of monitoring and reporting systems.
- (e) Development and implementation of more flexible "return to work" options aimed at improving return to work performance.
- (f) A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
- (g) Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
- (h) Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 52.4 The employer acknowledges the benefits both to the organisation and individual employees gained through employees having a balance between their work and personal life.
- 52.5 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.
- 52.6 The employer and agencies recognise that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work, health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.
- 52.7 A chief executive may require an employee to work overtime:
- (a) If the work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the chief executive; or
- (b) If, due to an emergency or immediate service delivery need, it is not possible to provide reasonable notice.
- 52.8 If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work, the individual, group of individuals, or Union concerned can first raise the allocation with local management and if applicable seek to have the allocation reviewed by the chief executive. The review will address the employees' concerns and identify how workloads can be managed without creating unreasonable workloads.

52.9 These provisions do not exclude consultation provisions referred to in Clause 10 of this enterprise agreement.

#### **53. INJURY AND INCOME PROTECTION**

53.1 Additional injury and income protection will apply to employees who are covered by the South Australian Government Printing Interim Award in accordance with the Income and Injury Protection principles set out at Schedule 8 of this enterprise agreement where entitlements under the *Return to Work Act 2014 (SA)* have ceased.

# **PART 6 – SIGNATORIES**

#### **54. SIGNATORIES**

| Per:   |              |
|--|--------------|
| Chief Executive, Department of Treasury<br>and Finance (as the declared employer of public<br>employees, <i>Fair Work (General) Regulations 2009</i> ) | Witness Name |
| Per:   |              |
| Automotive, Food, Metals, Engineering,<br>Printing and Kindred Industries Union<br>(AFMEPKIU)  | Witness Name |
| Per:   |              |
| Australian Workers' Union –Greater South<br>Australian Branch  | Witness Name |
|  |              |
| Per:   | Witness Name |
| United Workers Union   |              |
| Per:   |              |
| Public Service Association of South<br>Australia Incorporated  | Witness Name |
| Per:   |              |
| Transport Workers Union of Australia,<br>SA/NT Branch  | Witness Name |
| Per:   |              |
| Electrical Trades Union of Australia South<br>Australian Branch and Plumbers and<br>Gasfitters Employees Union of Australia –<br>Adelaide Branch       | Witness Name |

# PART 7 – APPENDICES

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

#### 1. Operation

- 1.1 This Appendix:
  - 1.1.1 operates in conjunction with consultation provisions in this enterprise agreement and relevant weekly paid Award (listed in 4.2 of this enterprise agreement) in relation to workplace change or change to workforce composition by an agency;
  - 1.1.2 applies to agencies identified in clause 4.2 of this enterprise agreement;
  - 1.1.3 provides for obligations and entitlements once an employee becomes subject to a determination of the agency that the role, position or duties performed by the employee have become redundant or that the employee has become excess to the requirements of the agency.

#### 2. Interpretation

- 2.1 In this Appendix, unless the contrary intention appears:
  - 2.1.1 **"declared excess"** means a determination made in accordance with clause 4.1 of this Appendix.
  - 2.1.2 **"excess employee"** means an employee whose employment is subject to section 54(1)(a), *Public Sector Act 2009* who is determined or declared as excess to the requirements of the agency in which they are employed; "excess" and "declared excess" have a corresponding meaning; and in this appendix, a reference to "excess employee", "excess" or "determined/declared excess" includes a "redundant employee".
  - 2.1.3 **"redundant employee"** means an employee whose employment is not subject to section 54(1)(a), *Public Sector Act 2009*, whose duties, position or job is determined or declared as redundant by the agency in which they are employed; and in this appendix, a reference to "redundant employee", "redundant", or "determined/declared excess" includes an "excess employee".
  - 2.1.4 **"VSP**" means a voluntary separation payment. A reference to such payment means a voluntary separation payment that is not less than the "VSP" as described in the *Department of Treasury and Finance Voluntary Separation Packages (VSPs) as at "update July 2018"*, unless clause 5.7 applies.

#### 3. Consultation: Workplace Change

- 3.1 An agency will consult about workplace change, including any restructure or reorganisation (however described), or change in workforce composition, that may result in an employee becoming subject to the operation of this appendix. In this respect, the consultation processes provided in clause 10 of this enterprise agreement operate and apply in conjunction with this appendix, including in relation to any change in workforce composition. Nothing contained in this appendix is intended to remove or reduce the consultation obligations regarding changes in workforce composition which are committed to by the parties in clause 10.
- 3.2 When an agency is seriously considering changes to workforce composition, the agency:
  - 3.2.1 will consult with the affected employees and relevant union/s and genuinely consider in good faith any feedback provided by the employees

and/or relevant union/s, including arising from a group meeting/s of affected employees and applicable union/s, which meeting/s will not be unreasonably refused (including having regard to impact on service delivery);

- 3.2.2 will take all reasonable steps to mitigate adverse effects such as reducing, where practicable, the use of labour hire, temporary and casual staff; and
- 3.2.3 may invite employees to provide to the agency an expression of interest (EOI) in a VSP before determining which employees will become subject to a notification under clause 4.1;
- 3.2.4 will in relation to clause 3.2.3, consult with affected employees and applicable union/s about the area/s of its workforce or workplace/s (i.e. specific area/s or more generally) from which an expression of interest in a VSP will be sought; and
- 3.2.5 will permit a reasonable period for a paid time meeting of employees with their applicable union if the agency does not receive sufficient EOIs in, or acceptances of offers of, a VSP.
- 3.3 Consultation will precede notification under clause 4.

# 4. Notification

- 4.1 If an agency determines that the role, position or duties performed by an employee has become redundant, or that an employee is excess, the agency will formally notify the employee in writing of that determination and that the employee may elect to consider a VSP (i.e. lodge an expression of interest (EOI) or a request to be made an offer of a VSP) or seek redeployment.
- 4.2 The agency will notify the relevant union(s) of the number of employee/s who have been identified as redundant (or excess) and in which particular workplace or function.
- 4.3 The agency will take all reasonable steps to mitigate the adverse effect on the employee/s affected, including (but not limited to) consideration of immediate redeployment to a suitable alternative position with the consent of the affected employee/s.
- 4.4 The written notification will include:
  - 4.4.1 That the determination will come into effect no earlier than 28 days from the date the notification is provided to the employee.
  - 4.4.2 The reason for the determination, including whether it was the result of the agency's decision to privatise, outsource, contract out or the closure/part closure of a service(s).
  - 4.4.3 Information regarding expressing an interest in taking a VSP, including the employee's entitlement if they elect to take a VSP at the date of termination.
  - 4.4.4 Information regarding the redeployment process, including the applicable criteria in clause 5.6 required to conclude the redeployment process applicable to the employee.
  - 4.4.5 That the employee may request a paid time meeting with their agency to discuss any aspect of the redundancy and/or redeployment process.
  - 4.4.6 That the employee is entitled to be represented during the meeting by the relevant union.
  - 4.4.7 Should the employee wish to accept the offer for a VSP at this time, they must do so within the timeframe provided, which must be no less than 28 days. Upon acceptance of the VSP, their employment in the public sector will cease upon receipt of the VSP.

- 4.5 An employee in receipt of a notification who comes within clause 4.4.7 will be notified in writing that:
  - 4.5.1 Their EOI for, or request for an offer of, a VSP has been accepted and that should they accept the offer of a VSP, in addition to the payment as part of the VSP, they will be paid a lump sum payment of \$15,000 (gross);
  - 4.5.2 The chief executive has declared that their position is no longer required and therefore "excess" (redundant); and
  - 4.5.3 Upon receipt of a VSP, their employment in the public sector will cease.

#### 5. Redeployment Process

#### 5.1 **Commencement of the Redeployment Process and Case Management**

- 5.1.1 If an employee has been declared excess or redundant and has not accepted a VSP, that employee is a redeployee.
- 5.1.2 Following receipt of written notification, the redeployee will be assigned a case manager and will participate in the redeployment/retraining program.
- 5.1.3 A redeployment plan will be established in consultation with the redeployee which aims to identify a suitable alternative ongoing permanent role in the public sector. The plan will also include (but not be limited to):
  - a) details of any training to be provided;
  - b) skills or duties relevant to a suitable placement and/or proposed role; and
  - c) the minimum level of remuneration the employee will be entitled to during the redeployment process until a suitable ongoing permanent role is identified in accordance with 5.2.
- 5.1.4 A copy of the redeployment plan will be provided to the redeployee.
- 5.1.5 The redeployee's case manager will have priority access to the notice of vacancies and the redeployee will also have access to notice of vacancies.
- 5.1.6 The case manager will be responsible for identifying and offering work placements, training opportunities and a suitable ongoing permanent role to a redeployee.

# 5.2 Criteria for suitable redeployment work placements and ongoing permanent employment

- 5.2.1 To ensure that no employee is disadvantaged as a result of becoming a redeployee, a redeployment work placement or an ongoing permanent role in an agency in the Public Sector will only be considered suitable (unless the employee otherwise agrees) if the following criteria is met:
  - a) The hours of work remain the same or similar, which means:
    - the shift pattern and average hours worked over the previous 12-month period prior to becoming a redeployee (averaging will not include periods of paid and unpaid leave)<sup>1</sup>; or
    - ii. the employee's contracted hours,

whichever is the greater.

<sup>&</sup>lt;sup>1</sup> Example excluding periods of leave to averaging calculation

- b) The level of remuneration is not less than what the employee was earning prior to becoming a redeployee, including but not limited to penalty rates, shift rates, overtime and allowances.
- c) If an employee's pay fluctuates from fortnight to fortnight, the employee willbe paid no less than the average of what they were paid (including penalty rates, shift rates, overtime and allowances) in the 12 months prior to becoming a redeployee (for the purposes of this calculation paid and unpaid leave will be excluded);
- d) It is a reasonable distance/location from the employee's residence to thenew place of employment;
- e) The classification is not lower than the employee was previously engagedas;
- f) The nature of the work is such that it is reasonable to perform, taking intoaccount the employee's skill and experience;
- g) There are no extenuating factors specific to the employee/worksite that would make it unreasonable for the employee to perform the ongoing permanent role.
- 5.2.2 The above criteria do not limit further discussions and agreements between the employee and their case manager.

#### 5.3 Making of an offer of suitable employment during redeployment program

- 5.3.1 Within the first 6 months of an employee being declared excess, the applicable case managers/agency representatives must attempt to identify at least one role or placement that is a reasonable match with the employee's skills and capabilities (including with training).
- 5.3.2 In the event that an offer for an alternative role/position is not made within 6 months of the employee being declared excess, the case manager must meet with the employee (and relevant union/s) to discuss and review the employee's redeployment plan. The employee will be advised that they are entitled to be represented by their relevant union.
- 5.3.3 The outcomes of these discussions and the action plan for next steps must be provided in writing to the employee and their union representative (if applicable).
- 5.3.4 In the event an offer for a suitable ongoing permanent role has not been identified and made within 9 months from the date of them being declared excess, the relevant agency must notify the chief executive/HR Director.
- 5.3.5 The Agency will discuss with the employee any reasons that an alternative role has not been achieved. This will include reviewing the process to date and options available for redeployment. The employee will be advised that they are entitled to be represented by their relevant union.
- 5.3.6 In the event that an offer of suitable employment has not been identified and made within 12 months of the employee being declared excess, the case manager, the applicable HR Director of the agency and the employee will meet to discuss the outcome of the redeployment/retraining programme. The employee will be advised that they are entitled to be represented by their relevant union. The parties will discuss:
  - a) Whether the redeployment plan has been complied with by the agency and the employee;
  - b) Whether all reasonable efforts have been made to identify suitable employment for the employee; and

- c) Whether there are exceptional circumstances which could make it reasonable to extend the redeployment/retraining programme, and/or amend the redeployment plan, to provide further opportunity to identify suitable employment.
- 5.3.7 For the purposes of 5.3.6, "exceptional circumstances" may include the geographical location of the employee, the unique skills and/or experience of the employee, the age of the employee, or the circumstances of the employee becoming excess, which circumstances provide additional difficulty to the identification of suitable employment for the employee.
- 5.3.8 Where any issues remain unresolved, either party may utilise clause 11, Grievance and Dispute Avoidance Procedures in this enterprise agreement.

#### 5.4 Notification of a suitable ongoing permanent role

- 5.4.1 Where an offer of a suitable ongoing permanent role is made to an employee, such notification will be provided in writing. Written notification will also include:
  - a) A contract of employment for the new role;
  - b) A Job and Person Specification for the new role; and
  - c) Information advising the employee that should they not accept the suitable ongoing permanent role, the employee may be separated with 5 weeks' notice and separation pay outlined in 5.6.3 (provided that the terms of this Appendix have been met). Such information will be clearly outlined to the employee.
- 5.4.2 An employee will be given a minimum of 14 days to consider whether they wish to accept the suitable ongoing permanent role.

#### 5.5 **Deferment of redeployment program**

- 5.5.1 A chief executive must defer the redeployment period where an employee that has been declared excess is absent from duty by reason of:
  - a) Parental leave; or
  - b) Defence reserves leave; or
  - c) Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return toWork Plan for such injury or illness.
- 5.5.2 A chief executive may approve an application for deferment of the redeployment period by an employee who has been declared excess, on the basis of exceptional personal circumstances by the employee. This decision-making function is not to be delegated.

#### 5.6 Conclusion of the Redeployment Process

- 5.6.1 The redeployment process will end only when the following criteria has beensatisfied:
  - a) The employee has accepted employment in an ongoing role; or
  - b) For an employee whose position has been determined to be excess as a result of the agency's decision to privatise, outsource, contract out or the closure/part closure of a service(s) and that employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment;

- c) The agency and employee (and union if requested by the employee) have negotiated, been offered and accepted an additional separation payment. Acceptance of this payment confirms that the employee has agreed to waive the requirement to be provided one suitable job offer.
- d) For employee's other than those in b), the process set out in 5.3 is completed; or
- e) The employee has at any stage elected to take a VSP, in accordance withdause 5.7.
- 5.6.2 Where the redeployment process ends, the chief executive will confirm in writing to the employee the outcome of that process.
- 5.6.3 Where an employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment or the redeployment process set out in clause 5.3 is completed, the following will apply:
  - a) The employee will be provided in writing a minimum of 5 weeks' notice of the date of separation.
  - b) During the notice period, the agency will allow a minimum of one day of paid leave each week to job seek.
  - c) During the notice period, the employee may give notice of their intention to resign their employment with 24 hours notice and be paid the balance of the notice period.
  - d) A separation payment the equivalent of that provided in clause 5.7.3 will be paid to the employee at the separation date of their employment.

#### 5.7 Separation Payments

- 5.7.1 At any time while an employee is a redeployee, they may give notice that they wish to accept a VSP.
- 5.7.2 A redeployee will only be required to provide one weeks notice to terminate their employment (or less by agreement).
- 5.7.3 An employee who indicates that they wish to accept a VSP, in accordance with clause 5.7.1, will be entitled to:
  - An employee who has been a redeployee for between 0 to 3 months is entitled to receive redundancy pay equal to 100% of the VSP plus a lump sum payment of \$15,000 (gross); or
  - An employee who has been a redeployee for more than 3 months and up to 12 months is entitled to receive redundancy pay equal to 100% of the VSP; or
  - c) An employee who has been a redeployee for more than **12 months** is entitled to receive redundancy pay equal to 75% the VSP.

#### 6. Disputes

- 6.1 Where a dispute arises in relation to the operation of this Appendix, the parties may raise a dispute in accordance with Clause 11 Grievance and Dispute Avoidance Procedures of this enterprise agreement.
- 6.2 A dispute may be raised at any stage of this Appendix.
- 6.3 Where a dispute is raised in relation to this Appendix, the status quo will remain until the matter is resolved.

6.4 Where the parties cannot reach agreement to resolve a dispute in relation this Appendix, the parties agree that the dispute may be arbitrated by the South Australian Employment Tribunal.

#### 7. Transition

7.1 If prior to the commencement of this appendix an employee had been declared or notified as being excess or redundant (which declaration or notification was still in effect on the day immediately prior to the commencement of this enterprise agreement) and elected to become a redeployee as per Clause 4 Redeployment Process of Appendix 1 in the prior *South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2017* that Clause 4 will continue to apply to the employee until the redeployment process under that Clause 4 has ended.

# APPENDIX 2: PARITY WAGES

| Classification                     | Inc.     | Current<br>(per<br>week) | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|------------------------------------|----------|--------------------------|---|---|---|---|
| Child Care Worker - Trainee Level  | 1        | \$963.60                 | \$984.60  | \$1,006.10  | \$1,028.10  | \$1,050.60  |
|                                    |          |                          |   | . ,   |   |   |
| Child Care Worker - 1              | 1        | \$986.10                 | \$1,007.10  | \$1,028.60  | \$1,050.60  | \$1,073.10  |
|                                    | 2        | \$997.00                 | \$1,018.00  | \$1,039.50  | \$1,061.50  | \$1,084.00  |
|                                    | 3        | \$1,008.20               | \$1,029.20  | \$1,050.70  | \$1,072.70  | \$1,095.20  |
|                                    |          |                          |   |   |   |   |
| Child Care Worker - 2              | 1        | \$1,068.00               | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                                    | 2        | \$1,079.60               | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
|                                    | 3        | \$1,096.30               | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                                    |          |                          |   |   |   |   |
| Child Care Worker - 2.5            | 1        | \$1,146.50               | \$1,169.00  | \$1,192.00  | \$1,215.50  | \$1,239.50  |
|                                    |          |                          |   |   |   |   |
| Children's Services Professional 1 | 1        | \$1,163.00               | \$1,186.00  | \$1,209.50  | \$1,233.50  | \$1,258.00  |
|                                    | 2        | \$1,183.40               | \$1,206.50  | \$1,230.00  | \$1,254.00  | \$1,278.50  |
|                                    | 3        | \$1,205.10               | \$1,228.50  | \$1,252.50  | \$1,277.00  | \$1,302.00  |
|                                    |          |                          |   |   |   |   |
| Children's Services Professional 2 | 1        | \$1,220.00               | \$1,243.50  | \$1,267.50  | \$1,292.00  | \$1,317.00  |
|                                    |          |                          | <b>•</b> • • • • • •                                  |   | • • • • • • • • •                                     | • • • • • • • •                                       |
| Children's Services Professional 3 | 1        | \$1,254.20               | \$1,277.20  | \$1,300.70  | \$1,324.70  | \$1,349.20  |
| Child Care Coordinator - 1         | 1        | \$1,374.20               | \$1,397.20  | \$1,420.70  | \$1,444.70  | \$1,469.20  |
| Child Care Coordinator - 1         | 2        | \$1,391.60               | \$1,414.60  | \$1,438.10  | \$1,462.10  | \$1,486.60  |
|                                    | <u> </u> | φ1,001.00                | ψι, ι ι τ.00  | φ1,100.10   | ψ1,102.10   | ψ1,100.00   |
| Child Care Coordinator - 2         | 1        | \$1,460.60               | \$1,483.60  | \$1,507.10  | \$1,531.10  | \$1,555.60  |
|                                    | 2        | \$1,477.80               | \$1,500.80  | \$1,524.30  | \$1,548.30  | \$1,572.80  |
|                                    |          |                          |   |   |   |   |
| Child Care Coordinator - 3         | 1        | \$1,509.20               | \$1,532.20  | \$1,555.70  | \$1,579.70  | \$1,604.20  |
|                                    | 2        | \$1,526.00               | \$1,549.00  | \$1,572.50  | \$1,596.50  | \$1,621.00  |
|                                    |          |                          |   |   |   |   |

# SCHEDULE 2.1: CHILD CARE WORKER - TAFE SA

Juvenile Child Care Workers shall receive the following percentages of the appropriate adult rate. These percentages shall only apply if the Juvenile Worker is performing duties at the level of a Child Care Worker Trainee Level or Level 1:

| Under 18 years of age    | 55% |
|--------------------------|-----|
| Under 19 years of age    | 65% |
| Under 20 years of age    | 80% |
| 20 years of age and over | 90% |

# SCHEDULE 2.2: CHAUFFEURS (MINISTERIAL) PUBLIC SERVICE AWARD\*

| Classification and<br>Increment | Current<br>per annum | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|---------------------------------|----------------------|---|---|---|---|
| Chauffeur                       |                      |   |   |   |   |
| 1                               | \$53,425             | \$54,521  | \$55,642  | \$56,790  | \$57,964  |
| 2                               | \$53,815             | \$54,911  | \$56,032  | \$57,180  | \$58,354  |
| 3                               | \$54,191             | \$55,287  | \$56,408  | \$57,556  | \$58,730  |

\*The rate of weekly wages payable are expressed for convenience as a "per annum" rate.

|  |      | _        | First full pay | First full pay | First full pay | First full pay |
|--|------|----------|----------------|----------------|----------------|----------------|
|  |      | Current  | period on or   | period on or   | period on or   | period on or   |
| Classification and Increment               | Inc. | per      | after          | after          | after          | after          |
|  |      | annum    | 01/07/2021     | 01/07/2022     | 01/07/2023     | 01/07/2024     |
|  |      |          |                |                |                |                |
| Disability Services Officer Level 1 Inc 1  | 1    | \$51,905 | \$53,001       | \$54,122       | \$55,270       | \$56,444       |
|  | 2    | \$52,561 | \$53,657       | \$54,778       | \$55,926       | \$57,100       |
|  | 3    | \$53,615 | \$54,711       | \$55,832       | \$56,980       | \$58,154       |
|  |      |          |                |                |                |                |
| Disability Services Officer Level 2* Inc 1 | 1    | \$55,077 | \$56,173       | \$57,294       | \$58,442       | \$59,616       |
|  | 2    | \$55,711 | \$56,807       | \$57,928       | \$59,076       | \$60,250       |
|  |      |          |                |                |                |                |
| Disability Services Officer Level 3**      | 1    | \$58,788 | \$59,940       | \$61,113       | \$62,313       | \$63,539       |
|  | 2    | \$60,717 | \$61,922       | \$63,148       | \$64,400       | \$65,678       |
|  | 3    | \$63,032 | \$64,269       | \$65,521       | \$66,799       | \$68,104       |
|  |      |          |                |                |                |                |
| Disability Services Officer Level 4        | 1    | \$66,688 | \$67,888       | \$69,114       | \$70,366       | \$71,644       |
|  | 2    | \$68,202 | \$69,402       | \$70,628       | \$71,880       | \$73,158       |
|  | 3    | \$69,715 | \$70,915       | \$72,141       | \$73,393       | \$74,671       |
|  |      |          |                |                |                |                |
| Disability Services Officer Level 5        | 1    | \$72,742 | \$73,942       | \$75,168       | \$76,420       | \$77,698       |
|  | 2    | \$74,251 | \$75,451       | \$76,677       | \$77,929       | \$79,207       |
|  | 3    | \$75,069 | \$76,269       | \$77,495       | \$78,747       | \$80,025       |
|  | 4    | \$76,564 | \$77,764       | \$78,990       | \$80,242       | \$81,520       |

# SCHEDULE 2.3: INTELLECTUAL DISABILITY SERVICES (IDSC) AWARD#

\* appointment on the basis of qual (Certificate III - Community Services, Disability) \*\* Appointment by Merit - Supervisory Level

#The rate of weekly wages payable are expressed for convenience as a "per annum" rate.

SCHEDULE 2.4: INTEGRATED WAGES SCHEDULE

| Classification     | Inc. | Current<br>(per<br>week) | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|--------------------|------|--------------------------|---|---|---|---|
|                    |      |                          |   |   |   |   |
| Level 1            | 1    | \$986.10                 | \$1,007.10  | \$1,028.60  | \$1,050.60  | \$1,073.10  |
|                    |      |                          |   |   |   |   |
| Level 2            | 1    | \$997.00                 | \$1,018.00  | \$1,039.50  | \$1,061.50  | \$1,084.00  |
|                    | 2    | \$1,008.10               | \$1,029.10  | \$1,050.60  | \$1,072.60  | \$1,095.10  |
|                    |      |                          |   |   |   |   |
| Level 3 (Stores 1) | 1    | \$1,019.10               | \$1,040.10  | \$1,061.60  | \$1,083.60  | \$1,106.10  |
|                    | 2    | \$1,030.60               | \$1,051.60  | \$1,073.10  | \$1,095.10  | \$1,117.60  |
|                    |      |                          |   |   |   |   |
| Level 4 (Stores 2) | 1    | \$1,041.60               | \$1,062.60  | \$1,084.10  | \$1,106.10  | \$1,128.60  |
|                    | 2    | \$1,053.30               | \$1,074.30  | \$1,095.80  | \$1,117.80  | \$1,140.30  |
|                    |      |                          |   |   |   |   |
| Level 5 (Stores 3) | 1    | \$1,068.00               | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                    | 2    | \$1,079.60               | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
|                    |      |                          |   |   |   |   |
| Level 6 (Stores 4) | 1    | \$1,096.30               | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                    | 2    | \$1,109.60               | \$1,131.50  | \$1,154.00  | \$1,176.50  | \$1,199.50  |
|                    |      |                          |   |   |   |   |
| Level 7            | 1    | \$1,132.80               | \$1,155.00  | \$1,177.50  | \$1,200.50  | \$1,224.00  |
|                    | 2    | \$1,146.50               | \$1,169.00  | \$1,192.00  | \$1,215.50  | \$1,239.50  |
|                    |      |                          |   |   |   |   |
| 8 Printing grade   | 1    | \$1,168.90               | \$1,192.00  | \$1,215.50  | \$1,239.50  | \$1,264.00  |
|                    | 2    | \$1,183.40               | \$1,206.50  | \$1,230.00  | \$1,254.00  | \$1,278.50  |
|                    |      |                          |   |   |   |   |
| 9 Printing grade   | 1    | \$1,205.10               | \$1,228.50  | \$1,252.50  | \$1,277.00  | \$1,302.00  |
|                    | 2    | \$1,220.00               | \$1,243.50  | \$1,267.50  | \$1,292.00  | \$1,317.00  |

| Classification              | Inc. | Current<br>(per<br>week) | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|-----------------------------|------|--------------------------|---|---|---|---|
|                             |      | • • • • • • •            | <b>.</b>  |   |   |   |
| Storeperson Level 1 (WSE-3) | 1    | \$1,019.10               | \$1,040.10  | \$1,061.60  | \$1,083.60  | \$1,106.10  |
|                             | 2    | \$1,030.60               | \$1,051.60  | \$1,073.10  | \$1,095.10  | \$1,117.60  |
|                             |      |                          |   |   |   |   |
| Storeperson Level 2 (WSE-4) | 1    | \$1,041.60               | \$1,062.60  | \$1,084.10  | \$1,106.10  | \$1,128.60  |
|                             | 2    | \$1,053.30               | \$1,074.30  | \$1,095.80  | \$1,117.80  | \$1,140.30  |
|                             |      |                          |   |   |   |   |
| Storeperson Level 3 (WSE-5) | 1    | \$1,068.00               | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                             | 2    | \$1,079.60               | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
|                             |      |                          |   |   |   |   |
| Storeperson Level 4 (WSE-6) | 1    | \$1,096.30               | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                             | 2    | \$1,109.60               | \$1,131.50  | \$1,154.00  | \$1,176.50  | \$1,199.50  |

# SCHEDULE 2.5: GOVERNMENT STORES EMPLOYEES INTERIM AWARD

#### SCHEDULE 2.6: NGERIN INDUSTRIAL AGREEMENT

| Classification                      | Inc. | Current<br>(per week) | First full<br>pay period on<br>or after<br>01/07/2021 | First full<br>pay period on<br>or after<br>01/07/2022 | First full<br>pay period on<br>or after<br>01/07/2023 | First full<br>pay period on<br>or after<br>01/07/2024 |
|-------------------------------------|------|-----------------------|---|---|---|---|
|                                     |      |                       |   |   |   |   |
| Research Vessel Employee<br>Level 1 | 1    | \$1,068.00            | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
| (RVE – 1)                           | 2    | \$1,079.60            | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
|                                     |      |                       |   |   |   |   |
| Research Vessel Employee<br>Level 2 | 1    | \$1,168.90            | \$1,192.00  | \$1,215.50  | \$1,239.50  | \$1,264.00  |
| (RVE – 2)                           | 2    | \$1,183.40            | \$1,206.50  | \$1,230.00  | \$1,254.00  | \$1,278.50  |
|                                     |      |                       |   |   |   |   |
| Research Vessel Employee<br>Level 3 | 1    | \$1,205.10            | \$1,228.50  | \$1,252.50  | \$1,277.00  | \$1,302.00  |
| (RVE – 3)                           | 2    | \$1,220.00            | \$1,243.50  | \$1,267.50  | \$1,292.00  | \$1,317.00  |

| Classification                                 | Inc. | Current<br>(per week) | First full pay<br>period on or<br>after<br>01/07/2021 | First full<br>pay<br>period on<br>or after<br>01/07/202<br>2 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|--|------|-----------------------|---|--|---|---|
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 1 |      |                       |   |  |   |   |
| (CMW – 1)                                      | 1    | \$986.10              | \$1,007.10  | \$1,028.60   | \$1,050.60  | \$1,073.10  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 2 | 1    | \$997.00              | \$1,018.00  | \$1,039.50   | \$1,061.50  | \$1,084.00  |
| (CMW - 2)                                      | 2    | \$1,008.10            | \$1,029.10  | \$1,050.60   | \$1,072.60  | \$1,095.10  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 3 | 1    | \$1,019.10            | \$1,040.10  | \$1,061.60   | \$1,083.60  | \$1,106.10  |
| (CMW - 3)                                      | 2    | \$1,030.60            | \$1,051.60  | \$1,073.10   | \$1,095.10  | \$1,117.60  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 4 | 1    | \$1,041.60            | \$1,062.60  | \$1,084.10   | \$1,106.10  | \$1,128.60  |
| (CMW - 4)                                      | 2    | \$1,053.30            | \$1,074.30  | \$1,095.80   | \$1,117.80  | \$1,140.30  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 5 | 1    | \$1,068.00            | \$1,089.00  | \$1,110.50   | \$1,132.50  | \$1,155.00  |
| (CMW - 5)                                      | 2    | \$1,079.60            | \$1,100.60  | \$1,122.10   | \$1,144.10  | \$1,166.60  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 6 | 1    | \$1,096.30            | \$1,118.00  | \$1,140.00   | \$1,162.50  | \$1,185.50  |
| (CMW - 6)                                      | 2    | \$1,109.60            | \$1,131.50  | \$1,154.00   | \$1,176.50  | \$1,199.50  |
|  |      |                       |   |  |   |   |
| Construction and Maintenance Worker<br>Level 7 | 1    | \$1,132.80            | \$1,155.00  | \$1,177.50   | \$1,200.50  | \$1,224.00  |
| (CMW - 7)                                      | 2    | \$1,146.50            | \$1,169.00  | \$1,192.00   | \$1,215.50  | \$1,239.50  |

### SCHEDULE 2.8: SA GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

| Classification | Inc. | Current<br>(per week) | First full pay<br>period on or<br>after01/07/2021 | First full pay<br>period on or<br>after01/07/2022 | First full pay<br>period on or<br>after01/07/2023 | First full pay<br>period on or<br>after01/07/2024 |
|----------------|------|-----------------------|---|---|---|---|
| Level 1*       | 1    | \$986.10              | \$1,007.10  | \$1,028.60  | \$1,050.60  | \$1,073.10  |
| Level 2**      | 1    | \$997.00              | \$1,018.00  | \$1,039.50  |   | \$1,084.00  |
|                | 2    | \$1,008.10            | \$1,029.10  | \$1,050.60  | \$1,072.60  | \$1,095.10  |
| Level 3***     | 1    | \$1,019.10            | \$1,040.10  | \$1,061.60  | \$1,083.60  | \$1,106.10  |
|                | 2    | \$1,030.60            | \$1,051.60  | \$1,073.10  | \$1,095.10  | \$1,117.60  |
| Level 4        | 1    | \$1,041.60            | \$1,062.60  | \$1,084.10  | \$1,106.10  | \$1,128.60  |
|                | 2    | \$1,053.30            | \$1,074.30  | \$1,095.80  | \$1,117.80  | \$1,140.30  |
| Level 5        | 1    | \$1,068.00            | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                | 2    | \$1,079.60            | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
| Level 6        | 1    | \$1,096.30            | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                | 2    | \$1,109.60            | \$1,131.50  | \$1,154.00  | \$1,176.50  | \$1,199.50  |
| Level 7        | 1    | \$1,132.80            | \$1,155.00  | \$1,177.50  | \$1,200.50  | \$1,224.00  |
|                | 2    | \$1,146.50            | \$1,169.00  | \$1,192.00  | \$1,215.50  | \$1,239.50  |

\* Introductory Level for Catering, Utility Service, Gardening

and Grounds Services, Transport, Facility Services and Security

\*\* Introductory Level for Client, Theatre and Allied Care

\*\*\* Introductory Level for Direct Care and Sterilisation

# SCHEDULE 2.9: SA GOVERNMENT PRINTING INTERIM AWARD

| Classification                   | Inc. | Current<br>(per<br>week) | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|----------------------------------|------|--------------------------|---|---|---|---|
| Printing Employee Grade 1 (PE-1) | 1    | \$986.10                 | \$1,007.10  | \$1,028.60  | \$1,050.60  | \$1,073.10  |
| Printing Employee Grade 2 (PE-2) | 1    | \$997.00                 | \$1,018.00  | \$1,039.50  | \$1,061.50  | \$1,084.00  |
|                                  | 2    | \$1,008.10               | \$1,029.10  | \$1,050.60  | \$1,072.60  | \$1,095.10  |
| Printing Employee Grade 3 (PE-3) | 1    | \$1,019.10               | \$1,040.10  | \$1,061.60  | \$1,083.60  | \$1,106.10  |
|                                  | 2    | \$1,030.60               | \$1,051.60  | \$1,073.10  | \$1,095.10  | \$1,117.60  |
| Printing Employee Grade 4 (PE-4) | 1    | \$1,041.60               | \$1,062.60  | \$1,084.10  | \$1,106.10  | \$1,128.60  |
|                                  | 2    | \$1,053.30               | \$1,074.30  | \$1,095.80  | \$1,117.80  | \$1,140.30  |
| Printing Employee Grade 5 (PE-5) | 1    | \$1,068.00               | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                                  | 2    | \$1,079.60               | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
| Printing Employee Grade 6 (PE-6) | 1    | \$1,096.30               | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                                  | 2    | \$1,109.60               | \$1,131.50  | \$1,154.00  | \$1,176.50  | \$1,199.50  |
| Printing Employee Grade 7 (PE-7) | 1    | \$1,132.80               | \$1,155.00  | \$1,177.50  | \$1,200.50  | \$1,224.00  |
|                                  | 2    | \$1,146.50               | \$1,169.00  | \$1,192.00  | \$1,215.50  | \$1,239.50  |
| Printing Employee Grade 8 (PE-8) | 1    | \$1,168.90               | \$1,192.00  | \$1,215.50  | \$1,239.50  | \$1,264.00  |
|                                  | 2    | \$1,183.40               | \$1,206.50  | \$1,230.00  | \$1,254.00  | \$1,278.50  |
| Printing Employee Grade 9 (PE-9) | 1    | \$1,205.10               | \$1,228.50  | \$1,252.50  | \$1,277.00  | \$1,302.00  |
|                                  | 2    | \$1,220.00               | \$1,243.50  | \$1,267.50  | \$1,292.00  | \$1,317.00  |

# SCHEDULE 2.10: SA GOVERNMENT SERVICES AWARD

| Classification                       | Inc.   | Current<br>(per<br>week) | First full<br>pay period<br>on or after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on or<br>after<br>01/07/2024 |
|--------------------------------------|--------|--------------------------|---|---|---|---|
| Government Services Employee Level 1 | 1      | \$986.10                 | \$1,007.10  | \$1,028.60  | \$1,050.60  | \$1,073.10  |
|                                      |        | <b>\$007.00</b>          | ¢4.040.00   | ¢4,000,50   | ¢4.004.50   | <b>*</b> 4 004 00                                     |
| Government Services Employee Level 2 | 1<br>2 | \$997.00<br>\$1,008.10   | \$1,018.00<br>\$1,029.10                              | \$1,039.50<br>\$1,050.60                              | \$1,061.50<br>\$1,072.60                              | \$1,084.00<br>\$1,095.10                              |
|                                      |        |                          |   |   |   |   |
| Government Services Employee Level 3 | 1      | \$1,019.10               | \$1,040.10  | \$1,061.60  | \$1,083.60  | \$1,106.10  |
|                                      | 2      | \$1,030.60               | \$1,051.60  | \$1,073.10  | \$1,095.10  | \$1,117.60  |
| Government Services Employee Level 4 | 1      | \$1,041.60               | \$1,062.60  | \$1,084.10  | \$1,106.10  | \$1,128.60  |
|                                      | 2      | \$1,053.30               | \$1,074.30  | \$1,095.80  | \$1,117.80  | \$1,140.30  |
|                                      |        |                          |   |   |   |   |
| Government Services Employee Level 5 | 1      | \$1,068.00               | \$1,089.00  | \$1,110.50  | \$1,132.50  | \$1,155.00  |
|                                      | 2      | \$1,079.60               | \$1,100.60  | \$1,122.10  | \$1,144.10  | \$1,166.60  |
| Government Services Employee Level 6 | 1      | \$1,096.30               | \$1,118.00  | \$1,140.00  | \$1,162.50  | \$1,185.50  |
|                                      | 2      | \$1,109.60               | \$1,131.50  | \$1,154.00  | \$1,176.50  | \$1,199.50  |
|                                      |        |                          |   |   |   |   |
| Government Services Employee Level 7 | 1      | \$1,132.80               | \$1,155.00  | \$1,177.50  | \$1,200.50  | \$1,224.00  |
|                                      | 2      | \$1,146.50               | \$1,169.00  | \$1,192.00  | \$1,215.50  | \$1,239.50  |

# SCHEDULE 2.11: SA GOVERNMENT TRANSPORT WORKERS AWARD

| Classification         | Inc. | Current<br>(per week)    | First full pay<br>period on or<br>after<br>01/07/2021 | First full pay<br>period on or<br>after<br>01/07/2022 | First full pay<br>period on or<br>after<br>01/07/2023 | First full pay<br>period on o<br>after<br>01/07/2024 |
|------------------------|------|--------------------------|---|---|---|--|
|                        |      |                          |   |   |   |  |
| Car Pool               | 1    | \$988.20                 | \$1,009.20  | \$1,030.70  | \$1,052.70  | \$1,075.20   |
| Attendants             | 2    | \$995.40                 | \$1,016.40  | \$1,037.90  | \$1,059.90  | \$1,082.40   |
|                        | 3    | \$1,002.30               | \$1,023.30  | \$1,044.80  | \$1,066.80  | \$1,089.30   |
| Motor Freight          | 1    | \$989.00                 | \$1,010.00  | \$1,031.50  | \$1,053.50  | \$1,076.00   |
| Driver 0-1.2 ton       | 2    | \$996.50                 | \$1,017.50  | \$1,039.00  | \$1,061.00  | \$1,083.50   |
|                        | 3    | \$1,003.30               | \$1,024.30  | \$1,045.80  | \$1,067.80  | \$1,090.30   |
| 1.3-3 Tonnes           | 1    | \$1,020.70               | \$1,041.70  | \$1,063.20  | \$1,085.20  | \$1,107.70   |
| 1.0 0 1011103          | 2    | \$1,027.90               | \$1,048.90  | \$1,070.40  | \$1,092.40  | \$1,114.90   |
|                        | 3    | \$1,035.50               | \$1,056.50  | \$1,078.00  | \$1,100.00  | \$1,122.50   |
| 0.07                   |      | <b>#</b> 4,000,000       | ¢4.047.00   | ¢4.000.40   | ¢1.001.10   | ¢4,440,00  |
| 3-6 Tonnes             | 1    | \$1,026.60               | \$1,047.60  | \$1,069.10  | \$1,091.10  | \$1,113.60   |
|                        | 2    | \$1,034.10               | \$1,055.10  | \$1,076.60  | \$1,098.60  | \$1,121.10   |
|                        | 3    | \$1,041.00               | \$1,062.00  | \$1,083.50  | \$1,105.50  | \$1,128.00   |
| 6-6.9 Tonnes           | 1    | \$1,027.90               | \$1,048.90  | \$1,070.40  | \$1,092.40  | \$1,114.90   |
|                        | 2    | \$1,035.70               | \$1,056.70  | \$1,078.20  | \$1,100.20  | \$1,122.70   |
|                        | 3    | \$1,042.70               | \$1,063.70  | \$1,085.20  | \$1,107.20  | \$1,129.70   |
| 7-7.9 Tonnes           | 1    | \$1,029.90               | \$1,050.90  | \$1,072.40  | \$1,094.40  | \$1,116.90   |
| 77.01011100            | 2    | \$1,037.10               | \$1,058.10  | \$1,079.60  | \$1,101.60  | \$1,124.10   |
|                        | 3    | \$1,044.50               | \$1,065.50  | \$1,087.00  | \$1,109.00  | \$1,131.50   |
|                        | 1    | ¢4,022,00                | <u><u><u></u></u></u>                                 | ¢4.075.40   | ¢4.007.40   | ¢4,440,00  |
| 9 Tonnes and over but  | 1    | \$1,032.90               | \$1,053.90<br>\$1,061.50                              | \$1,075.40<br>\$1,083.00                              | \$1,097.40  | \$1,119.90   |
| under 10 Tonnes        | 2    | \$1,040.50<br>\$1,047.80 | \$1,061.50  | \$1,090.30  | \$1,105.00<br>\$1,112.30                              | \$1,127.50<br>\$1,134.80                             |
|                        |      |                          |   |   |   |  |
| 10 Tonnes and over but | 1    | \$1,034.40               | \$1,055.40  | \$1,076.90  | \$1,098.90  | \$1,121.40   |
| under 11 Tonnes        | 2    | \$1,041.50               | \$1,062.50  | \$1,084.00  | \$1,106.00  | \$1,128.50   |
|                        | 3    | \$1,049.10               | \$1,070.10  | \$1,091.60  | \$1,113.60  | \$1,136.10   |
| 11 Tonnes and over but | 1    | \$1,035.50               | \$1,056.50  | \$1,078.00  | \$1,100.00  | \$1,122.50   |
| under 12 Tonnes        | 2    | \$1,042.90               | \$1,063.90  | \$1,085.40  | \$1,107.40  | \$1,129.90   |
|                        | 3    | \$1,050.00               | \$1,071.00  | \$1,092.50  | \$1,114.50  | \$1,137.00   |
| 12 Tonnes and over but | 1    | \$1,036.40               | \$1,057.40  | \$1,078.90  | \$1,100.90  | \$1,123.40   |
| under 13 Tonnes        | 2    | \$1,043.80               | \$1,064.80  | \$1,086.30  | \$1,108.30  | \$1,130.80   |
|                        | 3    | \$1,051.00               | \$1,072.00  | \$1,093.50  | \$1,115.50  | \$1,138.00   |
| 45 Tanana - 1 - 1 - 1  | 4    | ¢4.040.40                | ¢4.004.40   | ¢4.000.00   | <b>#</b> 4.404.00                                     | ¢4 407 40  |
| 15 Tonnes and over but | 1    | \$1,040.40               | \$1,061.40  | \$1,082.90  | \$1,104.90  | \$1,127.40   |
| under 16 Tonnes        | 2    | \$1,048.10<br>\$1,054.50 | \$1,069.10<br>\$1,075.50                              | \$1,090.60<br>\$1,097.00                              | \$1,112.60<br>\$1,119.00                              | \$1,135.10<br>\$1,141.50                             |
|                        |      | ÷.,co.i.co               | <i></i>   | ÷.,   | ÷.,   | <i></i>  |
| 19 –19.9 Tonnes        | 1    | \$1,044.60               | \$1,065.60  | \$1,087.10  | \$1,109.10  | \$1,131.60   |
|                        | 2    | \$1,052.10               | \$1,073.10  | \$1,094.60  | \$1,116.60  | \$1,139.10   |
|                        | 3    | \$1,059.40               | \$1,080.40  | \$1,101.90  | \$1,123.90  | \$1,146.40   |

# SCHEDULE 2.11: SA GOVERNMENT TRANSPORT WORKERS AWARD - CONTINUED

| Classification   | Inc. | Current<br>(per week) | First full pay<br>period on or after<br>01/07/2021 | First full pay<br>period on or after<br>01/07/2022 | First full pay<br>period on or<br>after 01/07/2023 | First full pay<br>period on or<br>after 01/07/2024 |
|------------------|------|-----------------------|--|--|--|--|
|                  |      | ¢4.050.00             | <b>*</b> 4 <b>•7</b> 4 • •                         | <b>*</b> 4 000 00                                  | <b>\$4.444.00</b>                                  | ¢4,407,00  |
| Over 23 Tonnes   | 1    | \$1,050.30            | \$1,071.30   | \$1,092.80   | \$1,114.80   | \$1,137.30   |
|                  | 2    | \$1,057.80            | \$1,078.80   | \$1,100.30   | \$1,122.30   | \$1,144.80   |
|                  | 3    | \$1,065.00            | \$1,086.00   | \$1,107.50   | \$1,129.50   | \$1,152.00   |
| Motor Car Driver | 1    | \$1,016.80            | \$1,037.80   | \$1,059.30   | \$1,081.30   | \$1,103.80   |
|                  | 2    | \$1,024.50            | \$1,045.50   | \$1,067.00   | \$1,089.00   | \$1,111.50   |
|                  | 3    | \$1,030.60            | \$1,051.60   | \$1,073.10   | \$1,095.10   | \$1,117.60   |
|                  |      |                       |  |  |  |  |
| Driver of Pass.  | 1    | \$1,018.50            | \$1,039.50   | \$1,061.00   | \$1,083.00   | \$1,105.50   |
| Veh. Under 25    | 2    | \$1,025.80            | \$1,046.80   | \$1,068.30   | \$1,090.30   | \$1,112.80   |
| Passengers       | 3    | \$1,032.50            | \$1,053.50   | \$1,075.00   | \$1,097.00   | \$1,119.50   |
|                  |      |                       |  |  | • · · · · · · · · · · · · · · · · · · ·            |  |
| Driver of Pass.  | 1    | \$1,022.60            | \$1,043.60   | \$1,065.10   | \$1,087.10   | \$1,109.60   |
| Veh. 25 Pass.    | 2    | \$1,029.30            | \$1,050.30   | \$1,071.80   | \$1,093.80   | \$1,116.30   |
| or more          | 3    | \$1,036.70            | \$1,057.70   | \$1,079.20   | \$1,101.20   | \$1,123.70   |
| Drivers Assist.  | 1    | \$954.50              | \$975.50   | \$997.00   | \$1,019.00   | \$1,041.50   |
| DIIVEIS ASSISI.  | 2    | \$960.50              | \$975.50<br>\$981.50                               | \$997.00   | \$1,025.00   | \$1,047.50   |
|                  | 3    | \$968.00              | \$981.50   | \$1,003.00   | \$1,023.00   | \$1,047.30   |
|                  | 5    | \$300.00              | \$989.00   | \$1,010.30   | ψ1,002.00  | ψ1,000.00  |
| Greasers,        | 1    | \$959.70              | \$980.70   | \$1,002.20   | \$1,024.20   | \$1,046.70   |
| Cleaners or      | 2    | \$967.00              | \$988.00   | \$1,009.50   | \$1,031.50   | \$1,054.00   |
| Tyre Fitters     | 3    | \$973.70              | \$994.70   | \$1,016.20   | \$1,038.20   | \$1,060.70   |
|                  |      |                       |  |  |  |  |
| Driver of Artic. | 1    | \$1,048.30            | \$1,069.30   | \$1,090.80   | \$1,112.80   | \$1,135.30   |
| Veh. 16 tonnes   | 2    | \$1,055.40            | \$1,076.40   | \$1,097.90   | \$1,119.90   | \$1,142.40   |
| but under 17     | 3    | \$1,063.50            | \$1,084.50   | \$1,106.00   | \$1,128.00   | \$1,150.50   |
|                  |      | ¢4.050.40             | <b>0</b> 4 074 40                                  | <b>\$1</b> ,000,00                                 | ¢1 11 1 00   | ¢4 407 40  |
| Driver of Artic. | 1    | \$1,050.40            | \$1,071.40   | \$1,092.90   | \$1,114.90   | \$1,137.40   |
| Veh. 18 tonnes   | 2    | \$1,058.20            | \$1,079.20   | \$1,100.70   | \$1,122.70   | \$1,145.20   |
| but under 19     | 3    | \$1,065.10            | \$1,086.10   | \$1,107.60   | \$1,129.60   | \$1,152.10   |
| Driver of Mach.  | 1    | \$1,064.40            | \$1,085.40   | \$1,106.90   | \$1,128.90   | \$1,151.40   |
| Float 25 tonnes  | 2    | \$1,071.60            | \$1,092.60   | \$1,114.10   | \$1,136.10   | \$1,158.60   |
| under 26         | 3    | \$1,079.30            | \$1,100.30   | \$1,121.80   | \$1,143.80   | \$1,166.30   |
|                  |      |                       |  |  |  |  |
| 33 tonnes and    | 1    | \$1,074.60            | \$1,095.60   | \$1,117.10   | \$1,139.10   | \$1,161.60   |
| Over             | 2    | \$1,082.40            | \$1,103.40   | \$1,124.90   | \$1,146.90   | \$1,169.40   |
|                  | 3    | \$1,090.20            | \$1,111.20   | \$1,132.70   | \$1,154.70   | \$1,177.20   |

#### APPENDIX 3: PROVISIONS APPLICABLE TO SPECIFIC OCCUPATIONAL GROUPS

#### Appendix 3.1 – Department of Primary Industries and Regions

#### Fixed Term Contracts

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

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

#### Time in Lieu of Overtime

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

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

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

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

#### Marine Research Vessel "Ngerin" Industrial Agreement

#### MARINE RESEARCH VESSEL "NGERIN" INDUSTRIAL AGREEMENT

This Industrial Agreement, made in pursuance of Division 1 of Part 7 of the Industrial Relations Act (SA) 1972, this 21st day of July 1993 between the Commissioner for Public Employment, hereinafter referred to as the employer and the Federated Miscellaneous Yorkers Union of

Australia, (South Australian Branch) (an organisation registered under the Industrial Relations Act (SA) 1972, as amended) hereinafter called the union of the other part witnesseth as follows:

# PART A - PROCEDURAL

## A1. APPLICATION OF AGREEMENT

This Agreement shall be binding upon the Commissioner for Public Employment and the Federated Miscellaneous Workers Union of Australia, (South Australian Branch) in respect of persons employed by the Commissioner for Public Employment in any class of work on the Marine Research Vessel "Ngerin" and who are not subject to the provisions of any award of the Australian Industrial Relations Commission or of the Industrial Commission of South Australia.

#### A2. OPERATION AND DURATION

This Agreement shall come into operation on and from the 21st day of July 1993 and shall continue in force for a period of twelve months and thereafter until one month after any one party gives written notice to the other party terminating the same but no longer. and this Agreement shall not be continued in force after such period by the operation of the Industrial Relations (SA) Act 1972, as amended.

#### A3. ARRANGEMENT

This Agreement is arranged as follows:

| PART A   | PROCEDURAL           | CLAUSE NUMBER        |
|--|----------------------|----------------------|
| Application<br>Arrangemer<br>Operation a<br>Work Level                       | A1<br>A3<br>A2<br>A4 |                      |
| PART B   | RATES OF PAY         |                      |
| Payment of<br>Rates of Pay   | Wages and Allowances | B1<br>B2             |
| PART C   | TERMS OF ENGGEM      | ENT                  |
| Contract of  | C1                   |                      |
| PART D   | HOURS OF WORK        |                      |
| Hours of Wo  | ork                  | D1                   |
| PART E   | ALLOWANCES AND F     | PENALTIES            |
| First Aid Allowance<br>Hardlying Allowance<br>Overtime<br>Seagoing Allowance |                      | E4<br>E2<br>E1<br>E5 |

Uniforms/Clothing

E3

# PART F UNION PROTECTION AND CONSULTATION

| Consultative Mechanism<br>Grievance and Dispute Settling Procedure<br>Shop Stewards |               |  |  |
|---|---------------|--|--|
| PART G  | MISCELLANEOUS |  |  |
| Existing Conditions<br>Introduction of Change<br>Other Conditions of Employment     |               |  |  |

#### **SCHEDULE 1**

#### A4. WORK LEVEL DEFINITIONS

An employee shall be classified having regard to the work level definitions as prescribed below.

#### **RESEARCH VESSEL EMPLOYEE, LEVEL 1**

Employees at this level will be required to:

Apply trade skills or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understands and applies quality control techniques to a level equivalent to their skill and knowledge;
- may require the setup, programming and operation of complex machinery, equipment and/or facilities;
- performs under broad guidelines;
- a capacity to programme detailed work functions;
- the ability to interpret complex instructions and procedures;
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees;
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member; and
- may from time to time perform work of a lower level or incidental to their area of expertise.

Tasks typical of Level 1 as agreed between the parties are described in the Activity Schedule.

#### **RESEARCH VESSEL EMPLOYEE, LEVEL 2**

An employee at this level will be required to:

Work above and beyond an employee at Research Vessel Employee Level 1 and apply specialist tradesperson skills or have and apply equivalent skills acquired from extensive training and experience in a specialised function.

This level requires the ability to consistently produce work of high standards, and the completion of additional training relevant to the function and: -

- works under broad direction either individually or in a team environment;
- understands and is responsible for the quality and standard of their work;
- recognises and performs standard work without written instructions;
- provides guidance and assistance within their level of expertise to other employees;
- assists in the provision of on-the-job training of employees;
- exercises discretion within their level of skills and training; and
- discuss work quality and requirements with "clients", ability to interpret complex instructions and procedures.

Tasks typical of Level 2 as agreed between the parties are described in the Activity Schedule.

# **RESEARCH VESSEL EMPLOYEE. LEVEL 3**

An employee at this level will, in addition to having the experience and training and working above and beyond the level of Research Vessel Employee, Level 2, perform the following activities:

- allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same area of the activity being undertaken;
- inspect and ensure the quality of work undertaken by employees;
- 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;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on the job leadership role;
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge;
- assist in the on-the-job training of employees; and
- perform associated duties as directed.

Tasks typical of Level 3 as agreed between the parties are described in the Activity Schedule.

# PART B - RATES OF PAY

#### B1. PAYMENT OF WAGES

Payment of wages shall be made by direct transfer into an employee's bank or other recognised financial institution account.

#### B2. RATES OF PAY

- a) Except as elsewhere provided in this Agreement, an employee shall be paid at the rate of pay prescribed in the attached Schedule 1 for the classification level in which the employee is employed.
- b) An employee shall progress by annual increment until the relevant maximum rate is reached for the appropriate classification.

# **PART C - TERMS OF ENGAGEMENT**

## C1. CONTRACT OF EMPLOYMENT

a) Weekly Employment

Except as hereinafter provided employment shall be by the week. An employee not specifically engaged on a part-time basis or as a casual employee shall be deemed to be employed by the week.

- b) Part-Time Employment
  - i. An employee may be engaged by the week to work on a part- time basis for a constant number of hours less than thirty- eight (38) per week. An employee so engaged shall be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this Industrial Agreement for the work performed.
  - ii. An employee engaged on a part-time basis shall be entitled to receive pro-rata entitlement to sick leave, annual leave, bereavement leave and public holidays.
- c) Casual Employment
  - i. A casual employee is one who is engaged to work on short term and/or variable employment arrangements. Such an employee will not have continuity of employment.
  - A casual employee shall be paid per hour worked one thirty- eighth of the weekly rate prescribed by this Industrial Agreement for the work performed and a twenty (20) per cent casual loading shall be applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment of public holidays not worked.
- d) Absence from Duty

An employee who is absent from duty shall not be entitled to payment in respect of time of such absence except in respect of days for which the employee is eligible for paid leave granted by the employer.

- e) Termination of Employment
  - i. Employment may be terminated by one week's notice given by either party, which notice may be given at any time provided that the termination of the employment shall take effect at the end of a day's work or by the payment or forfeiture (as the case may be), of a week's wage; provided that nothing herein contained shall derogate from the employer's right at common law to dismiss an employee without notice for malingering, misconduct, or other sufficient cause.
  - Where an employee has given or been given notice as aforesaid the employee shall continue in employment until the date of the expiration of such notice. An employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) absents

themselves from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done by the employee within that period. Provided that where an employer has given notice as aforesaid, an employee on request, shall be granted leave of absence without pay for one day in order to look for alternative employment.

- iii. If an employee is justifiably dismissed for any reason the employee shall be entitled to payment for work performed in that week proportionate to the time worked but to that only.
- f) Abandonment of Employment
  - i. Where an employee has been absent without leave for more than two weeks, the Agency should communicate in writing with the employee informing that unless the employee reports for duty or furnishes a satisfactory reason for their absence and the estimated duration thereof within a specified time (which is to be not more than two weeks from the date of the written communication) the employee will be regarded as having terminated employment on the date that the employee last attended (i.e. without notice).
  - ii. If the employee neither reports for duty nor sends in a satisfactory reply within the specified time, the employee should be informed in writing that the employee is regarded as having terminated their service on the date they last attended for duty (i.e. without notice).
  - iii. In these circumstances, any monies in hand to the extent of a week's wage will then be forfeited in lieu of notice.
- g) Direction of employees
  - i. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
  - ii. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
  - iii. Any direction issued by the employer pursuant to placitum (i) and (ii) of this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- h) Close Down

Where the Agency or a section is closed down for the purpose of allowing annual leave to all or the bulk of the employees concerned, the Agency may stand off for the duration of the close down all employees or employees of the section concerned, and allow a full period of leave to employees qualified for such a period of leave and to those who are not so qualified paid leave on a proportionate basis to the completed months of the employee' s continuous service.

i) Higher Duties

An employee from time to time may be offered work at a higher classification level for up to twelve months duration, during which time an extension to a maximum of a further twelve months may occur. Upon the completion of the mutually agreed period of time the employee will revert to their previous classification level. Prior to the commencement of the higher-level duties, agreement in writing between the employer and employee will be obtained regarding the period of ti.me, rate of pay and classification level. j) Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift the employee shall be paid the higher rate for the time so worked.

# PART D - HOURS OF WORK

# D1. HOURS OF WORK

- a) Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
  - i. 38 hours within a work cycle not exceeding seven consecutive days;
  - ii. 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - iii. 14 hours within a work cycle not exceeding twenty-one consecutive days; or
  - iv. 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- b) The ordinary hours of work prescribed in (a) above may be worked;
  - i. on any day or all of the days of the week, Monday to Friday; or
  - ii. according to roster over 6 or 7 days per week as required.
- c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by mutual agreement between
   an employer and the majority of employees on the vessel.
- d) The ordinary hours of work prescribed herein may not exceed 10 hours on any day; provided that:
  - i. in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees on the vessel, and;
  - ii. by arrangement between an employer, the union and the majority of employees on the vessel ordinary hours not exceeding 12 on any day may be worked subject to:
    - The employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
    - 2) Proper health monitoring procedures being introduced;
    - 3) Suitable roster arrangements being made; and
    - 4) Proper supervision being provided.
- e) The ordinary working hours shall be an average of thirty-eight (38) hours per week, which shall be worked in accordance with the basis set out in subclause (a) of this Clause and shall be determined as follows:
  - i. by employees working less than 8 ordinary hours each day; or
  - ii. by employees working less than 8 ordinary hours on one or more days of each week; or
  - iii. by fixing one weekday on which all employees will be off during a particular work cycle; or

- iv. by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.
- f) Notwithstanding the provisions herein the hours of work for employees when engaged on a seagoing voyage shall be determined by the Master in accordance with the requirements of the Agency. For each day so engaged employees shall be deemed to have worked eight hours regardless of the number of hours actually worked.
- g) Employees who are engaged on the vessel when it is seagoing for seven or more continuous days shall be granted 2 days off duty, to be taken on days between Monday and Friday, for each such completed period of seven continuous days at sea.
- h) For the purpose of this Agreement "seagoing" shall mean all time during which employees are accommodated on board the vessel on a voyage between any ports in South Australia when outside harbour limits.
- i) Time off granted under sub-clause (g) of this Clause should be taken as soon as practicable after the completion of each voyage.
- j) The Master of the vessel shall be responsible for ensuring that the crew have a satisfactory rest period after working long, continuous periods.

# **PART E - ALLOWANCES AND PENALTIES**

# E1. OVERTIME

- Requirement to Work Reasonable Overtime
   The employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.
- b) Payment for Working Overtime
  - i. In addition to the wages prescribed in Part B of this Industrial Agreement an employee shall receive a loading of eighty percentum in lieu of all penalties incurred whilst working overtime, shift work or weekend work.
  - ii. The loading in (i) applies to all work whether ashore or afloat.
- c) Rest Period After Overtime
  - i. When overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
  - ii. An employee (other than a casual employee) when not seagoing who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay of ordinary working time occurring during such absence.

# E2. HARDLYING ALLOWANCE

Employees required to live aboard the vessel shall be paid a hardlying allowance at the rate of \$3.92 per day.

# E3. UNIFORMS/CLOTHING

An employee shall, on leaving employment, return the current issue of uniform clothing which has been issued to them by the Agency in good order, reasonable wear and tear excepted. An employee failing to do so shall be charged an amount equal to the cost price of the uniform/clothing concerned.

# E4. FIRST AID ALLOWANCE

Any employee holding a current certificate and appointed by the employer to perform first-aid duties shall be paid an allowance of \$8.45 per week in addition to the employee's ordinary rate of pay.

# E5. SEAGOING ALLOWANCE

An employee working on the vessel when seagoing (as defined in sub- clause D1(h)of this Agreement) shall be paid an additional allowance of \$1.20 per hour for the 8 hours deemed to have been worked in accordance with sub-clause DI (f) of this Agreement.

# **PART F - UNION PROTECTION AND CONSULTATION**

#### F1. CONSULTATIVE MECHANISM

The parties shall establish and maintain a consultative mechanism and procedures appropriate to the structure and needs of the Agency to consider matters affecting the efficiency and productivity of employees covered by this Industrial Agreement.

#### F2. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

Any grievance, industrial dispute or matter likely to create. a dispute should be dealt with in the following manner:

- 1) The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.
- 2) The Union and the Agency should notify to each other in writing the names of their duly accredited representatives who would be responsible, in the first instance, for matters arising on the job. The job representative (s) of the Union thus accredited will be the only person (s} entitled to make representations on behalf of members of the Union employed by the Agency and the agency representatives thus accredited will be responsible for dealing with matters raised by the Union job representatives.
- 3) The accredited representatives shall make themselves available for consultation as required under the procedures.
- 4) The accredited Union representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- 5) If the matter is not resolved at this level the Union representative should ask for it to be referred to the agency representative nominated under (2) above, who shall arrange a conference to discuss the matter.

- 6) The consultation process as prescribed in sub-clause (5) shall be commenced within 24hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.
- 7) If the matter is not resolved at the conference convened under sub-clause (6), the Union representative shall advise the appropriate official of the Union of the matter in issue and a conference on the matter will' be arranged to be attended by the official or officials and the Union job representative concerned as the Union may decide, and by the designated agency representative and such other representatives, which may include the Department of Labour, Industrial Relations Branch, as the Agency may decide.
- 8) If a matter cannot be resolved when the above referred to procedures have been availed of, the Agency and the Union should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation, the Department of Labour, Industrial Relations Branch, should be involved.
- 9) At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.
- 10) If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the South Australian Industrial Commission.
- 11) Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- 12) If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure if the party believes it is so desirous to do.
- 13) In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.
- 14) These procedures will not restrict the Agency or its representatives or a duly authorised official of the Union making representations to each other.

# F3. SHOP STEWARDS

An employee appointed shop steward on the vessel shall upon notification thereof to the Agency, be recognised as the accredited representative of the Union. An accredited shop steward shall be allowed, after mutual agreement, reasonable time during working hours to interview the employer or the employer's representative on matters affecting employees whom the shop steward represents.

# PART G - MISCELLANEOUS

# G1. OTHER CONDITIONS OF EMPLOYMENT

Any other conditions of employment or prescription not specifically provided for herein shall be in accordance with the Department of Labour Conditions of Employment Manual for Weekly Paid Employees, as appropriate, or such other arrangements as may be agreed between the parties.

#### G2. INTRODUCTION OF CHANGE

- 1) Notification of Intended Changes
  - i. Where the Agency has made a definite decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the Agency shall, as soon as practicable, notify the employees who may be affected by the proposed changes and the Union.
  - ii. "Significant Effects" include major changes in the composition, operation or size of the Agency's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of the employees to other work or locations and the restructuring of jobs. Provided that where the Industrial Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 2) Consultation with Employees and their Union or Unions
  - i. The Agency shall discuss with the employees affected and the Federated Miscellaneous Workers Union of Australia (S.A. Branch) among other things, the introduction of the changes referred to in sub-clause (I)(i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or Federated Miscellaneous Workers Union of Australia (SA Branch) in relation to the changes.
  - The discussions shall commence as early as practicable after a definite decision has been made by the Agency to make the changes referred to in subclause (1)(i) hereof.
  - iii. For the purposes of such discussion, the Agency shall provide in writing to the employees concerned and the Federated Miscellaneous Workers Union (SA Branch) all relevant information about the changes proposed; the expected effects of the changes on the employees and any other matters likely to affect employees provided that the Agency shall not be required to disclose confidential information, disclosure of which, when looked at objectively, would be inimical to the employer's interests.

#### G3. EXISTING CONDITIONS

Nothing herein contained shall be deemed to alter any existing condition, privilege or custom in respect of any matter not specifically provided for herein.

Signed for and on behalf of the Commissioner for Public Employment

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Signed for and on behalf of the Federated Miscellaneous Workers Union (South Australian Branch)

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# **SCHEDULE 1 - RATES OF PAY**

#### RESEARCH VESSEL EMPLOYEE LEVELS

| Level   | 1 <sup>st</sup> Increment | 2 <sup>nd</sup> Increment |
|---------|---------------------------|---------------------------|
| Level 1 | 445.40                    | 453.10                    |
| Level 2 | 512.20                    | 521.10                    |
| Level 3 | 534.50                    | 543.70                    |

#### **SCHEDULE 2 - TRANSLATION ARRANGEMENTS**

- 1. This Industrial Agreement contains new classification level definitions and rates of pay.
- 2. As part of the translation process the maximum increase that will be payable to any employee will be the weekly equivalent of \$750 per annum rounded to the nearest 10 cents i.e. \$14.40 per week. Therefore, if translation to the appropriate incremental level in the new wages structure gives an employee an increase in wages greater than \$14,40 per week, adjustment of the employee's new rate will be made on the basis of a \$14.40 per week increase on the date of translation, with, as appropriate, further increases of no more than \$14.40 per week at three monthly intervals thereafter until the employee reaches the appropriate incremental wage.

Thereafter, the employee will progress up the incremental scale appropriate to the employee's work level in accordance with normal incremental progression procedures.

3. Where an employee does not agree with the classification level into which the employee has been translated, and the employee has exhausted any local classification review procedures, the employee may invoke the Grievance and Dispute Settling Procedure of this Agreement.

#### **ACTIVITY SCHEDULE**

#### **RESEARCH VESSEL EMPLOYEE, LEVEL 1**

Employees at this level will be required to:

Apply trade skills or trade equivalent skills acquired from extensive training and/or experience in a specialised function. Work at this level is characterised by the following:

- understands and applies quality control techniques to a level equivalent to their skill and knowledge;
- may require the set-up, programming and operation of complex machinery, equipment and/or facilities;
- performs under broad guidelines;
- a capacity to program detailed work functions;
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees;

- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member; and
- may from time to time perform work of a lower level or incidental to their area of expertise.

Tasks typical of this level include: Deckhand/Cook

# **RESEARCH VESSEL EMPLOYEE, LEVEL 2**

An employee at this level will be required to:

Work above and beyond an employee at Research Vessel Employee Level 1 and apply specialist tradesperson skills or have and apply equivalent skills acquired from extensive training and experience in a specialised function.

This level requires the ability to consistently produce work of high standards, and the completion of additional training relevant to the function and: -

- works under broad direction either individually or in a team environment;
- understands and is responsible for the quality and standard of their work;
- recognises and performs standard work without written instructions;
- provides guidance and assistance within their level of expertise to other employees;
- assists in the provision of on-the-job training of employees;
- exercises discretion within their level of skills and training;
- discuss work quality and requirements with "clients"; and
- ability to interpret complex instructions and procedures.

Tasks typical of this level include: Engineer Mate

#### **RESEARCH VESSEL EMPLOYEE, LEVEL 3**

An employee at this level, in addition to having the experience and training and working above and beyond the level of Research Vessel Employee, Level 2, may perform the following activities:

- allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same area of the activity being undertaken;
- inspect and ensure the quality of work undertaken by employees;
- 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;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on the job leadership role;
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge;

- assist in the on-the-job training of employees; and
- perform associated duties as directed.

Tasks typical of this level include: Master

# Appendix 3.2 – Child Care Workers in TAFE SA

# CLAUSE 1. <u>ARRANGEMENT</u>

| Subject Matter, C   | <u>lause No.</u><br>1 |
|---|-----------------------|
| Contract of Hiring  | 5                     |
| General Employment Conditions                                   | 10                    |
| Hours   | 7                     |
| Locality  | 2                     |
| Mixed Functions   | 4                     |
| Non-Contact Time  | 6                     |
| Provisions referred to South Australian Government Services Awa | rd 9                  |
| Right of Entry  | 8                     |
| Wages   | 3                     |
| Work Level Definitions  | 11                    |

## CLAUSE 2. LOCALITY

This Appendix will apply throughout the State of South Australia.

# CLAUSE 3. WAGES

- 3.1. Rates of Pay
  - 3.1.1 Except as elsewhere provided in this Appendix, an employee will be paid at the rate of pay prescribed in Appendix 2, Schedule 2.1 of the South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022 (or successor) for the classification level in which the employee is employed.
  - 3.1.2 An employee will progress by annual increment until the relevant maximum rate is reached for the appropriate classification.

## 3.2 Juvenile Workers

Juvenile childcare workers will receive the following percentages of the appropriate adult rate. These percentages will only apply if the Juvenile Worker is performing duties at the level of a Child Care Worker Trainee Level or Level 1:

|                          | Percent % |
|--------------------------|-----------|
| Under 18 years of age    | 55        |
| Under 19 years of age    | 65        |
| Under 20 years of age    | 80        |
| 20 years of age and over | 90        |

Provided however, that employees 18 years or over who perform all of the duties usually performed by an adult employee at the same level will be paid the adult rate of pay for that level.

#### CLAUSE 4. <u>MIXED FUNCTIONS</u>

- 4.1 An employee who is required to do work (not being the work of a Co-ordinator) carrying a higher rate than her/his ordinary classification, for more than 2 hours of any day or shift will be paid at the higher rate for the whole day or shift.
- 4.2 An employee who is required to do the work of a Co-ordinator for greater than 5 days will be paid the Co-ordinator rate of pay for the whole period such work is undertaken.
- 4.3 Employees, subject to subclause 4.1, who on any day or shift is required to do the work of a higher paid classification for less than 2 hours will be paid the rate prescribed for such work whilst so engaged.

4.4 Any employee, who for any day or shift or any part of it is required to do work carrying a lower than her/his ordinary classification will suffer no reduction in consequence of it and if such an employee is required to work overtime she/he will be paid overtime rates for such work calculated upon the rate for her/his ordinary classification.

## CLAUSE 5. CONTRACT OF HIRING

5.1 Weekly Employment

Unless otherwise stated in this Appendix, employment will be by the week. An employee not specifically engaged on a part-time basis or as a casual employee will be deemed to be employed by the week.

5.2 Minimum Term of Engagement

An employee, hired to work on either a part-time or a casual basis will be given not less than two - (2) hours continuous work on any one day.

- 5.3 Part-Time Employment
  - 5.3.1 A part-time employee is defined as:
    - 5.3.1.1 an employee who is required to work for less than 38 hours per week, for at least 41 weeks per calendar year, provided that they are engaged for at least 18 hours per week, and the hours to be worked are regular, or
    - 5.3.1.2 is an employee who is normally required to work 38 hours per week for a total period of 41 weeks per calendar year, or
    - 5.3.1.3 is an employee engaged by the week to work on a part-time basis for a constant number of hours less than thirty-eight (38) per week.
  - 5.3.2 An employee so engaged will be paid per hour one thirty eighth (1/38) of the weekly rate prescribed in Appendix 2, Schedule 2.1 of this enterprise agreement (or successor) for the work performed.
  - 5.3.3 An employee engaged on a part-time basis shall be entitled to receive pro-rata entitlements to sick leave, annual leave, and bereavement leave and public holidays.
- 5.4 Casual Employment
  - 5.4.1 A casual employee is an employee engaged and paid as such provided that the employee is employed for less than 18 hours per week or the engagement is less than two college terms or if the ordinary hours to be worked are to vary from week to week irrespective of the span of hours or the period of engagement.
  - 5.4.2 A casual employee will be paid per hour worked one thirty-eighth of the weekly rate prescribed at Appendix 2, Schedule 2.1 of this enterprise agreement (or successor) for the work performed plus a casual loading of:

25% to compensate for the lack of sick and annual leave entitlements and payment of public holidays not worked.

5.5 Temporary Employment

An employee engaged for a specific purpose of limited duration provided that they are engaged for more than two college terms and at least 18 hours per week.

# CLAUSE 6. <u>NON-CONTACT TIME</u>

Where the employee is appointed to be responsible for the development and implementation of programs of activities, that employee will be allowed not less than 2 paid non-contact hours per week for preparation and planning.

# CLAUSE 7. HOURS

- 7.1 Subject to the exceptions in this clause, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:
  - 7.1.1 38 hours within a work cycle not exceeding seven consecutive days; or
  - 7.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - 7.1.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or
  - 7.1.4 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- 7.2 The ordinary hours of work prescribed in sub-clause 7.1 must be worked:
  - 7.2.1 on any day or all of the days of the week, Monday to Friday; or
  - 7.2.2 according to roster over six or 7 days per week as required.
- 7.3 The ordinary hours of work prescribed in this agreement must be worked continuously, except for meal breaks, at the discretion of the employer between 6.30 a.m. and 6.30 p.m. Provided that the spread of ordinary hours may be altered by mutual agreement between an employer and the majority of employees in the centre concerned.
- 7.4 The ordinary hours of work prescribed must not exceed 10 hours on any day, provided that:
  - 7.4.1 In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees in the centre concerned following discussion in which the Union may be involved.
  - 7.4.2 By arrangement between an employer, the Union concerned and the majority of employees in the centre concerned, ordinary hours not exceeding 12 on any day could be worked subject to:
    - 7.4.2.1 the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-Hour Shifts;
    - 7.4.2.2 proper health monitoring procedures being introduced;
    - 7.4.2.3 suitable roster arrangements being made; and
    - 7.4.2.4 proper supervision being provided.

# CLAUSE 8. RIGHT OF ENTRY

For the purpose of interviewing employees on legitimate Union business, a duly accredited Union representative of UWU (or however so named) shall have the right to enter employers' premises. Such a right may be exercised consistent with the terms as set out in the Conditions of Employment for Weekly Paid Employees Manual and clause 35 of this enterprise agreement.

# CLAUSE 9. PROVISIONS REFERRED TO SA GOVERNMENT SERVICES AWARD

The following provisions, which are prescribed in the *South Australian Government Services Award*, but are not referred to in this Appendix, will apply.

- Absence from Duty
- Termination of Employment
- Abandonment of Employment
- Direction of Employees

- Higher Duties
- Close Down
- Weekend Duty
- Shift Work
- Meal Breaks
- Overtime Shift Workers
- Meal Allowance Shift Workers
- Union Delegate

# CLAUSE 10. GENERAL EMPLOYMENT CONDITIONS

Where the provisions of the *Department of the Premier and Cabinet – Conditions of Employment for Weekly Paid Employees Manual*, as amended from time to time, provide for a benefit to employees, such provisions will be available to employees covered by this Schedule. This will include but not be limited to: -

- Annual Leave
- Bereavement Leave
- Educational Assistance and Study Leave
- Parental Leave
- Public Holidays
- Sick Leave
- Special Leave with Pay
- Trade Union Training Leave

## Appendix 3.3 – Government House Weekly Paid Employees

This appendix relates to the conditions applicable to weekly paid employees employed by the Chief Executive, Department of the Premier and Cabinet (and/or delegate) to undertake work in the Governor's Establishment (Government House) in the classifications listed in Clause 9 of this appendix.

The following conditions do not apply to the Chauffeur.

The conditions of employment for the Chauffeur to the Governor shall be those contained in the *Chauffeurs (Ministerial) Public Service Award*.

Despite any other provision in the *South Australian Government Services Award*, a weekly paid employee of Government House will be employed in accordance with the conditions detailed in this appendix.

## 1. Hours of Work

The ordinary hours of work shall be either: -

- (i) Thirty-eight per week worked in five days of not more than 7.6 hours per day continuously except for meal breaks, Monday to Friday, inclusive; or
- (ii) An average of thirty-eight per week worked over six or seven days per week as required.

## 2. <u>Overtime</u>

(a) Monday to Friday

All time worked outside the ordinary hours of work shall be paid at the rate of time and a half for the first three hours and double time thereafter.

- (b) Saturday
  - (i) All time worked by an employee outside of ordinary hours on Saturday before noon shall be paid at the rate of time and a half for the first three hours and double time thereafter.
  - (ii) All time worked by an employee outside of ordinary hours after noon on a Saturday shall be paid at the rate of double time.
- (c) Sunday

All time worked by an employee outside of ordinary hours on a Sunday shall be paid at the rate of double time.

(d) Time off in Lieu

Where an employee so requests, time off in lieu equal to the overtime worked, may be taken by agreement with and at the convenience of the Governor (or delegate).

- 3. Change to Rostered Hours of Duty
  - (i) The ordinary hours of work will be performed according to roster.
  - (ii) Rosters shall specify the starting and finishing times of such hours.
  - (iii) Employees shall be paid at the rate of time and a half for the first three hours and double time thereafter, for those ordinary hours worked when at least 48 hours' notice of a change in the rostered hours of duty is not provided.
  - (iv) Employees shall not be paid in accordance with (iii) above where a change in rostered hours is made by mutual agreement between the Governor (or delegate) and the employee(s) concerned.

# 4. Ordinary Hours, Saturday/Sunday

Employees shall be paid, for ordinary hours worked on a Saturday or Sunday, an additional payment calculated at the rate of 50 per cent of their ordinary rate of pay.

# 5. Ordinary Hours, Monday to Friday After 6.00pm

Employees shall be paid, for ordinary hours worked between the hours of 6.00pm and midnight, an additional payment calculated at the rate of 20.5 per cent of their ordinary rate of pay.

## 6. <u>Payments Not Cumulative</u>

The payments prescribed in Clauses 2 and 3 are in lieu of and not cumulative upon payments prescribed in Clauses 4 and 5.

# 7. Meal Breaks

Employees shall be either rostered for an unpaid meal break or ½ or 1 hour or a paid crib break of 20 minutes dependent upon requirements.

## 8. <u>Casual Employees</u>

The hourly rate for a casual employee is at the classification prescribed in Clause 9 of this appendix plus a casual loading of 25%.

Where the major portion of the ordinary hours of duty on any Monday to Friday extend beyond 6.00pm or commence at or after 6.00pm payment per hour shall be the hourly rate prescribed plus thirty per centum.

A casual employee shall be engaged for a minimum period of three hours on any day.

#### 9. <u>Classifications of Government House Weekly Paid Employees</u>

The following classification titles will apply to employees of Government House other than the Chauffeur to the Governor.

| Classification Title | Code | Step |
|----------------------|------|------|
| Housekeeper          | IWS2 | 1    |
|                      |      | 2    |
| Kitchenhand          | IWS2 | 1    |
|                      |      | 2    |
| Footman              | IWS3 | 1    |
|                      |      | 2    |
| Under Butler         | IWS4 | 1    |
|                      |      | 2    |
| Second Cook          | IWS4 | 1    |
|                      |      | 2    |

# 10. <u>Other Conditions</u>

All other conditions of employment shall be those contained in the *Department of the Premier and Cabinet – Conditions of Employment for Weekly Paid Employees Manual.* 

# Appendix 3.4 – Ministerial Chauffeurs

This schedule applies only to those employees bound by this Award and who are also classified as "Ministerial Chauffeurs" pursuant to the *Chauffeurs (Ministerial) Public Service Award* (the Award) and are employed in the Ministerial/VIP Chauffeur Service of Fleet SA, Department of Treasury and Finance (or any successor of Fleet SA).

This schedule will come into effect on and from the first full pay period to commence on or after the date of approval of this enterprise agreement.

## 1. PDO's

- 1.1 Where an employee is given a PDO in accordance with 5.1.6.3 and 5.1.6.4 of the Award such PDO will be subject to the following terms.
  - 1.1.1 The PDO system will operate on a credit basis with PDO's taken only after they have accrued.
  - 1.1.2 The PDO's will be accumulated on a yearly basis to a maximum of 12 in any one financial year.
  - 1.1.3 Accumulation of PDO's is to be monitored by the Manager and the taking of accrued PDO's must be scheduled and authorised by the Manager in advance of the PDO or PDO's taken.
  - 1.1.4 Accrued PDO's must be taken prior to any period of annual leave and within the financial year.
  - 1.1.5 If, due to work demands, accrued PDO's cannot be taken within the financial year, the Manager and the employee will negotiate a suitable period for the PDO's to be taken as soon as practicable in the next financial year.

#### 2 Overtime Allowance

- 2.1 Recognising that the work of Ministerial Chauffeurs can be irregular and unpredictable in response to operational work requirements, the following provision applies in lieu of clauses 5.2A1, 5.2A.2, 5.2A.3 and 5.2A.4 of the *Chauffeurs (Ministerial) Award*.
  - 2.1.2 Employees engaged on a full-time basis and who work at least 10 hours overtime per week will be paid an overtime allowance in lieu of payments that would otherwise apply as follows:
  - 2.1.3 In determining if an employee has worked the required 10 hours per week of overtime, the time he/she works will be averaged over an accounting period of two weeks. The accounting period will be aligned with the pay cycle.
  - 2.1.4 The allowance will not be paid for all purposes but will be paid during periods of paid leave including annual leave, sick leave, long service leave, retention leave and special leave with pay.
  - 2.1.5 Employees can "bank" up to 20 hours of overtime in a "Time Bank" on the following basis:
     (a) The Time Bank will operate from 1 March to 28 February of the following year (or 29 February of a leap year). Employees will ensure that a zero balance of time credits exists at each 1 March.
    - (b) Employees will be permitted to draw upon the Time Bank to mitigate any fluctuations in their hours during an accounting period provided that the total number of hours used from the time bank does not exceed the balance of the Time Bank.
    - (c) The hours accumulated in the Time Bank cannot be redeemed as a cash payment and employees will not be otherwise paid for hours that are allocated to the Time Bank.

(a) In the event that an employee has taken all reasonable steps to ensure that a zero balance of time credits exists at each 1 March, or leaves Ministerial/VIP Chauffeur Service, any hours accumulated in the Time Bank for that individual will be credited against the required 10 hours of overtime each week for the payment of the allowance.

# 3. Casual Employment

- 3.1 A casual employee is one who is engaged to work on short term and/or variable employment arrangements. Such an employee does not have continuity of employment.
- 3.2 Casual employees will receive a minimum period of engagement of 3 hours for each engagement.
- 3.3 A casual employee is one engaged under a contract of employment to work no more than 15 hours per week; or
- 3.4 No more than 60 hours within a twenty-eight day work cycle provided those hours are irregular.

#### 4. Meal Allowance

- 4.1 A Ministerial Chauffeur, who by direction of the employer, is required to commence duty two hours or more before the employees normal time of commencement, which necessitates taking a breakfast meal away from the employees place of residence, is to be paid an allowance for the breakfast meal in accordance with the rate prescribed in Determination 3.2 Employment Conditions- Remuneration-Allowances and Reimbursements of the Commissioner for Public Sector Employment for breakfast South Australia Not absent overnight.
- 4.2 Such allowance will not apply where an agency supplies a meal (without charge) to the Chauffeur.

#### 4. Review

- 4.1 A review will be undertaken during the life of the Agreement by the CE, DTF, in liaison with the applicable agency and the Public Service Association as to the Identification and acknowledgement of Security related activities that are required to be undertaken by Ministerial Chauffeurs.
- 4.2 Any implementation of outcomes of this review can only occur by agreement between the parties and such agreement will be subject to clause 9 Variation contained in this Agreement.

# Appendix 3.5 – Shared Services Principles

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

- 1. Employment security protection for employees transferred from an Agency to a shared service will be in accordance with Clause 15 of this enterprise agreement.
- 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 Sector Employment to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner's Determination 1: Merit Engagement, Assignment of Duties and Transfer of Non-Executive Employees. 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;
    - Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner's Determination 1: Merit Engagement, Assignment of Duties and Transfer of Non-Executive Employees.
  - 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 4.1 Department of Environment and Natural Resources and Regional Landscape Boards

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

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

#### DEPARTMENT OF ENVIRONMENT AND WATER SALARIED AND WEEKLY PAID EMPLOYEES

#### **Conditions of Employment**

This Workplace Flexibility Agreement relates to the conditions applicable to both salaried and weekly paid employees when participating in bushfire incident operations as designated by the Department of Environment and Water (DEW) and the Regional Landscape Boards.

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

#### DEFINITIONS

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

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

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

"Award" is either the SAPSSEI Award, the South Australian Government Services Award or the South Australian Government Civil Construction and Maintenance Award (whichever is relevant).

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

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

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

"Day" is the time between midnight of one day and midnight the following day.

"Department" is the Department of Environment and Natural Resources (DEW).

## "Dependant" is:

- A spouse
- A child or step child
- A parent or parent in law

- Any other member of the person's household
- A grandparent or grandchild
- Any other person who is dependent on the employee's care.

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

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

"Duty Officer" is an employee responsible for initiating and coordinating DEW's response to a fire incident.

"**Employee**" includes all persons permanently or temporarily employed by the Department of Environment and Natural Resources and/or the Regional Landscape Boards including those on a term or casual contract.

"**Employer**" is the Department of Environment and Natural Resources (DEW) and the Regional Landscape Boards.

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

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

"Home" is the place of usual abode.

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

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

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

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

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

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

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

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

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

"Monday to Friday Workers" are employees whose ordinary hours of work occur on weekdays.

"Normal workplace" is the location where an employee normally commences and finishes work.

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

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

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

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

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

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

"**Prescribed over time rates**" are as per current Awards i.e. SAPSSEI Award, South Australian Government Services Award or the South Australian Government Civil Construction and Maintenance Award (whichever is relevant). Refer to Clause 6.1.6.2 of the SAPSSEI Award

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

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

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

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

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

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

"Shift" may be 'day' or 'night' and except during a prescribed **emergency period**, will generally be up to twelve (12) hours but not to exceed fourteen (14) hours. During an **emergency period**, the initial **shift** may be up to, but not exceed twenty-four (24) hours. (The intention of this provision is to allow the **employer** flexibility and time to assemble and deploy resources, or, unforeseeable worsening of the **incident**, or, delayed arrival of new crews).

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

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

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

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

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

## **1. INCIDENT CONDITIONS**

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

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

# 2. RETENTION OF CLASSIFICATION

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

#### 3. HOURS OF DUTY

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

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

#### 4. SICK LEAVE

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

# 5. REST PERIODS

5.1 Prior to an incident

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

# 5.2 During an Incident

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

paid at the rate of double time upon the resumption of **incident duties** until such time as a rest period of eight (8) consecutive hours is granted, irrespective if the **shift** occurs over different days.

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

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

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

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

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

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

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

#### 5.3 At Completion of a Shift or Deployment

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

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

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

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

## 6. SHIFT LENGTHS

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

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

# 7. TRAVELLING TIME

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

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

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

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

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

## 8. RESUMPTION OF NORMAL DUTIES

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

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

# 9. PRESCRIBED OVERTIME RATES

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

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

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

#### **10. SATURDAY WORK**

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

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

#### 11. SUNDAY WORK

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

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

## **12. PUBLIC HOLIDAY WORK**

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

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

## 13. STANDBY

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

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

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

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

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

## 14. ON CALL

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

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

#### **15. RECALL TO DUTY**

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

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

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

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

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

#### 16. START AND FINISH TIMES 16.1 Ordinary hours

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

## 16.2 Outside Ordinary hours

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

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

## 16.3 Finish Time if Relocated to a Temporary Workplace

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

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

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

#### 16.4 During a Deployment

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

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

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

# **17. INCIDENT RESPONSIBILITY RATES**

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

Air Observer – OPS5 Crew Leader- OPS3 **Divisional Commander - OPS6** Ground Observer - OPS5 Incident Controller – ASO8 Information Officer – ASO5 Liaison Officer – ASO6 Logistics Officer - ASO6 Management Support Officer - ASO4 **Operations Officer – ASO6** Planning Officer - ASO6 Resource Officer - ASO5 Sector Commander – OPS5 Situation Officer – ASO5 Staging Area Manager – OPS5 Strike Team Leader - OPS4

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

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

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

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

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

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

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

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

#### **19. PAID MEAL BREAKS**

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

19.2 Any meal break not provided after five (5) hours work constitutes a cribbage arrangement and therefore Clauses 36.3 and 36.4 of the South Australian Public Sector Enterprise Agreement: Salaried 2021 do not apply.

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

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

# **20. ADVICE OF WHEREABOUTS**

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

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

#### 21. ALLOWANCES

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

21.2 On call allowances (as per 14.2)

#### 22. FIRE TIME RECORDS

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

## 23. ALCOHOL & DRUGS

23.1 All employees are obligated under the *Work Health and Safety Act 2012*, to ensure that they are not, by the consumption of alcohol or a drug, in such a state as to endanger their own safety or the safety of any other person whilst undertaking bushfire incident operations (Section 28, *Work Health and Safety Act 2012, DENR Drug and Alcohol Policy 2009 and SACFS Chief Officer's Standing Orders COSO 10*).

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

# 24. CODE OF CONDUCT DURING AN INCIDENT

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

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

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

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

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

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

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

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

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

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

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

24.12 Employees who contravene the provisions of the SACFS COSO 10 (Alcohol & Drugs) will be sent **home** by the first available means and may face disciplinary action under the *Fire and Emergency Services Regulations 2005*, Part 3, Subdivision 4, Regulation 22 (or the legislation/HR Management Policies as appropriate for the non SACFS members/staff).

#### 25. MECHANISM FOR REVIEW

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

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

## APPENDIX 5: AWARD MATTERS

## 1. South Australian Government Health Etc. Ancillary Employees Award

- a) Public holidays payment for;
- b) Public holidays occurring during annual leave;
- c) Public holidays occurring during absence on weekend;
- d) Public holidays falling on a PDO;
- e) Travelling time;
- f) Special leave without pay;
- g) Trade union training leave;
- h) First aid;
- i) Motor vehicle reimbursement rates;
- j) Travelling expenses reimbursement;
- k) Education assistance and study leave;
- I) Licence to drive a motor vehicle;
- m) Personal files;
- n) Payment of private telephone rental and official calls;
- o) Shop stewards;
- p) Passive duty;
- q) Annual leave as it applies to employees assigned to psychiatric institutions;
- r) Disability allowance.

#### 2. Intellectual Disability Service Award

- a) Higher duties;
- b) Mixed functions;
- c) Public holidays occurring during absence on weekend;
- d) Public holidays falling on a PDO;
- e) Special leave without pay;
- f) Trade union training leave;
- g) Shift work;
- h) Overtime shift workers;
- i) Overtime day workers;
- j) Education assistance and study leave;
- k) Personal files;
- I) Training wage arrangements;
- m) Supported wage provision;
- n) Hours of work as applied to 10 and 12 hour shifts;
- o) Annual leave as provided in a psychiatric institution;
- p) Shop stewards;
- q) Sick leave.

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# **APPENDIX 6: WORK LEVEL DEFINITIONS**

# SCHEDULE 1: CHILD CARE WORKERS – TAFE SA

## Child Care Worker Trainee

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.

- Appointment to this level will be for a maximum period of twelve months;
- Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned;
- Employees will learn the policies, procedures and routines of the service;
- Information will be provided about Occupational Health and Safety regulations, procedures 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;
- Employees will learn the basic skills required to work in the environment;
- Employees will learn to prepare the environment for programmed activities;
- Employees will learn how to establish relationships and interacting with children;
- Employees will learn to implement activities for children;
- Employees will provide each child with individual attention and comfort as required.

# Child Care Worker Level 1

#### Characteristics of the Level

Employees at this level will be required to perform a broad range of routine tasks.

Work at this level is characterised by the following:

- Generally labour intensive in nature, may require the operation of equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level;
- Performed under direction and instruction;
- Instruction given is by way of verbal, written or diagrammatic direction;
- Employees will provide assistance and co-operation to other employees;
- Tasks performed are relevant to a particular worksite or location, and are performed either as an individual or as a team member.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress to higher levels subject to work and training availability.

Tasks typical of Level 1 are described in the Activities Schedule as agreed between the parties.

#### Activities Schedule

To contribute to the operational objectives of the work area in a position at this level may include some of the following inputs or those of similar value:

- Assisting with the implementation of the early childhood programme and activities under supervision;
- Assisting in the implementation of daily care routines;
- Assisting in the maintenance of the health, hygiene and safety of children in care;
- Demonstrate the ability to form relationships and appropriate interactions with children;
- Demonstrating a basic knowledge of and work in accordance with the policies, procedures and routines of the centre;
- Working as directed in accordance with licensing requirements under the Act;
- In limited circumstances, assisting catering staff in the preparation of snacks and beverages but not including the preparation of meals.

# **Child Care Worker Level 2**

#### Characteristics of the Level

Employees at this level have completed relevant AQF Certificate III training or an equivalent qualification or have acquired skills, knowledge or experience to perform duties at this level.

Work at this level is characterised by the following:

- Employees will understand and apply quality control techniques to a level equivalent to their skills and knowledge;
- Employees may be required to set-up, programme and operate complex equipment and/or facilities requiring the exercise of skill and knowledge;
- Work is performed under broad guidelines;
- The ability to interpret complex instructions and procedures;
- The provision of AQF Certificate III or equivalent guidance and assistance;
- Tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member;
- Employees may, from time to time, perform work of a lower level or incidental to their area of expertise.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress to higher levels, subject to work and training availability.

Tasks typical of Level 2 are described in the Activities Schedule as agreed between the parties.

# Activities Schedule

To contribute to the operational objectives of the programme, a position at this level may include some of the following inputs or those of similar value:

- Any duties of a Child Care Worker Level 1;
- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;
- Recording observations of individual children or groups for program planning purposes for qualified staff;
- Under direction, working with individual children with particular needs;
- Assisting in the provision of training to level 1 employees;
- Demonstrating an ability to form relationships and appropriate interactions with children and families;
- Assisting in providing a safe environment for the children;
- Assisting in the provision of the daily care routine;
- Demonstrating a basic knowledge of and working in accordance with the policies, procedures and routines of the centre.

# Child Care Worker Level 2.5

## Characteristics and Activities of the Level

An employee at this level holds a Diploma in Children's Services or equivalent and in the ongoing performance of work exercises acquired skills and knowledge beyond those required for AQF Certificate III, but below those required for a Professional Level 1.

Tasks typical of Level 2.5 are described in the Activities Schedule for a Child Care Worker Level 2, as agreed between the parties.

# Children's Services Professional Level 1

#### Characteristics of the Level

An employee at this level holds a Diploma in Children's Services or equivalent qualification recognised by licensing authorities and will be required to apply a combination of advanced post AQF Certificate III skills.

Work at this level is characterised by the following:

- Work will be completed as part of the general team, with reference to supervisors only on issues or problems outside the employee's areas of responsibility;
- Exercising judgement and advising on matters requiring the application of skills and knowledge;
- Preparing and maintaining records and reports for children in their care;
- Allocating and determining work priorities;
- Possessing thorough knowledge of work activities performed within the work area;
- Possessing sound knowledge of procedural/operational methods of the work area;
- Utilising professional or specialised knowledge.

Employees at this level may train others both on and off the job, in levels one, two and 2.5 skills.

Tasks typical of a Professional Level 1 are described in the Activities Schedule as agreed between the parties.

#### Activities Schedule

An employee at this level undertakes some or all of the following indicative duties to the extent of their skills and competence.

- Any duties of a Child Care Worker Level 2;
- Working as the person in charge of a group of children in the age range from birth to 12 years;
- Taking responsibility in consultation with the Co-ordinator for the preparation, implementation and evaluation of a Child Care programme for individual children or groups of children in care;
- Preparing experiences that facilitate and enhance children's development based on theoretical and practical knowledge;
- Liaising with families;
- Co-ordinating and directing the activities of qualified and unqualified workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- Assisting in the supervision and training of unqualified staff and assessment of students;
- Planning, implementing and evaluating care routines for individual children and groups of children;
- Implementing the policies, procedures and routines of the centre;
- Assisting with the enrolment of children.

#### Children's Services Professional Level 2

An employee at this level holds a Diploma in Children's Services or equivalent qualification recognised by licensing authorities and has been appointed by the employer to coordinate and direct the activities of other qualified staff.

Characteristics of work and activity schedules are as described in Children's Services Professional Level 1.

# Children's Services Professional Level 3 - Assistant Director/Coordinator

#### Characteristics and Activities Schedule

An employee appointed at this level holds a Diploma in Children's Services or equivalent qualification recognised by licensing authorities or possesses the skills and experience to carry out the duties at this level.

An employee at this level undertakes some or all of the following indicative duties to the extent of their skills and competence, in conjunction with the Director:

• Assisting the Director in the co-ordination, direction and supervision of service employees;

- Responsibility for the day-to-day management of the service during the temporary absence of the Director;
- Responsibility for management and compliance with licensing and all statutory and quality assurance issues during the temporary absence of the Director;
- Contributing to the development of the centre or services policies.

#### Qualification Allowance

An Assistant Director who holds a graduate qualification in management or other relevant qualification is entitled to an all-purpose allowance equivalent to 5% of the rate of pay for CSP 3.

## Child Care Co-ordinator Level 1

#### Characteristics of the Level

A Co-ordinator is an employee who holds a relevant Degree or a 3 or 4-year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the Co-ordinator of a service.

Duties will include some or all of the following:

- Responsibility for the overall administration and management of the service;
- Recruiting staff in consultation with the management of a Centre;
- Providing leadership and professional development to staff;
- Overseeing trainee and student placement programs;
- Maintaining day-to-day accounts and handling administrative matters;
- Ensuring compliance with relevant regulations local/state/federal;
- Developing and maintaining policies;
- Formulating and evaluating annual budgets in liaison with relevant authorities where necessary;
- Supervising the implementation of educational and/or developmental programs for children in the Centre(s) or Service(s);
- Ensuring that submissions for funding to the relevant authorities are made and that monies are received;
- Ensuring that the centre meets or exceeds quality assurance;
- Ensuring that Government guidelines on access to Centres or services are adhered to;
- Liaising with management committees, other agencies, or families as appropriate.

A Co-ordinator, Level 1 will be employed to manage a Child Care Centre or Service of no more than 39 licensed places.

#### **Child Care Co-ordinator Level 2**

#### Characteristics of the Level

A Co-ordinator, Level 2 is an employee who has the same duties as a Co-ordinator Level 1 however they will be employed to manage a Child Care Centre(s) or Service(s) with a total of between 40-59 licensed places.

## Child Care Co-ordinator Level 3

## Characteristics of the Level

A Co-ordinator, Level 3 is an employee who has the same duties as a Co-ordinator Level 2, however they will be employed to manage a Child Care Centre(s) or Service(s) with 60 or greater licensed places.

# SCHEDULE 2: SOUTH AUSTRALIAN GOVERNMENT STORES EMPLOYEES INTERIM AWARD

The work level definitions in this Schedule replace those detailed in Clause A.6 of the *South Australian Government Stores Employees Interim Award* from the first full pay period commencing on and from 1 September 2010.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## **GOVERNMENT STORES EMPLOYEE LEVEL 1**

Employees at this level will be required to perform a broad range of routine and higher level operative tasks.

Work at this level is characterised by the following:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge appropriate to this level,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## **GOVERNMENT STORES LEVEL 2**

Employees at this level will have experience relevant to undertake the duties required and 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:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

\* Activities associated with Level 1 and Team Leader activities as defined.

## **GOVERNMENT STORES LEVEL 3**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for Government Stores.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 and Team Leader activities as defined.

# **GOVERNMENT STORES LEVEL 4**

Employees at this level will be required to perform activities associated with Level 3 and Team Leader activities as defined.

#### SCHEDULE 3: SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

The work level definitions in this Schedule replace those detailed in Clause 1.7 and the Activities detailed in Schedule 4 of the *South Australian Government Civil Construction and Maintenance Award* from the first full pay period commencing on and from 1 September 2010.

Schedule 3.1: Construction and Maintenance Schedule 3.2: Technical Support Operative Schedule 3.3: Plant Operator

# Schedule 3.1: Construction and Maintenance Worker

# **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Civil Construction and Maintenance Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Civil Construction and Maintenance Award*.
- 5. All employees will be required to undertake training in tasks as required.

# TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# **CONSTRUCTION/MAINTENANCE WORKER LEVEL 1**

# Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo up to 6 months orientation program relating to the provision of civil construction and maintenance services,
- perform work of a general nature under supervision of either a Civil Construction and Maintenance Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- Learn to mix, place, work with and float concrete or composition mortar,
- Assist in operation and day to day maintenance of mechanical, air, hydraulic or electrically powered hand tools, portable pumps, or walk behind plant and tools,
- Incidental driving of motor vehicles or similar units,
- Assist with the construction, repair, maintenance of pipe lines and services including cleaning of drainage facilities such as culverts, open drains, inlets and kerbs,
- Assisting a Tradesperson,
- Learn to operate tip bar of a vehicle to control distribution of material,
- Assist in installing, maintaining, removing or repairing guardrail, posts, signs and other traffic control devices or roadside furniture, including cleaning and painting,
- Assist with the laying of asphalt or premix used in maintenance patching, edging or in construction of roads,
- Assist in pavement marking activities,
- Provide general assistance to support drilling operations,
- Planting of tree seedlings using spades, dibbers or similar hand tools or machine drawn by tractor,
- Pruning of branches from pine trees using manual tools such as shears, saws or axes,
- Assist in spreading of mineral fertilisers by hand or by using manually operated aids such as knapsacks,
- Straightening of young windblown trees by means of stakes, sods of earth or similar,
- Pine nursery operations including sowing, cutting preparation, fertilising, watering, weeding and the lifting, sorting and packaging of seedlings,
- Unskilled general labouring duties on work sites, depots or camps,
- Assist in transferring seedlings from germination trays to grow containers,
- Assist in restocking or packaging of plants which requires limited botanical knowledge.

## CONSTRUCTION/MAINTENANCE WORKER LEVEL 2

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- Construction of pipe lines and services including the installation of close timbering and proprietary shoring and cleaning and disinfecting of tanks and facilities,
- Read Meters, (except specials),
- Undertake a range of more specialised gardening activities, including simple pruning, tree lopping and simple tree and shrub transplanting,
- Undertake traffic signal lantern maintenance,
- Provide traffic control,
- Under supervision assist with manufacture of asphalt including unloading, storage and transfer of fuels and bitumen, and record details,
- Operate a hot meld adhesive machine and line removal equipment, and associated duties,

- Undertake traffic surveys in the field using manual techniques,
- General facility, building and equipment maintenance, but not to trade standard, including such things as painting of and minor repairs to buildings,
- Concrete work to finishing stage,
- Semi-skilled gardening, nursery, construction and maintenance duties,
- · Measurement of logs using log rule and/or weighbridge, not including electronic data entry,
- Weed spraying under supervision, use of power spray equipment including that operated from a vehicle, mixing of chemicals as prescribed, application of sprays and recording of application rates, etc,
- Use and routine maintenance of chainsaws for simple crosscutting, pruning,
- Selling, packing and restocking of goods and plants involving only limited or elementary botanical knowledge and cash handling and invoicing,
- Revegetation work including setting out of work,
- Track and roadworks including construction on walking trails,
- Driving/operation and day-to-day maintenance of boats in inshore waters and on large lakes. (Subject to licensing).

# CONSTRUCTION/MAINTENANCE WORKER LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

# OR

Activities associated with Level 2 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Operation of a two-way radio base station and network,
- Incidental driving and associated routine maintenance of a motor freight vehicle having a maker's capacity over 1.2 tonnes and up to and including 6.99 tonnes,
- Carry out chemical handling and dosing procedures of water supply systems,
- Locate, assess and repair water or sewer mains, irrigation services and connections including the laying of pipework around facilities,
- Liaise with customers and report customer complaints,
- Operation of cranes at River Murray Locks and Weirs,
- Operation of pavement marking machinery including hand spray, thermo-plastic applicator, hermix adhesive machines, and associated duties,
- Undertake field traffic surveys including vehicle recording by automatic meters (including use of
  electronic traffic counters), radar or advisory speed surveys and distance marker surveys, and take
  responsibility for the operation and field service of equipment,
- Operate a storage facility in a depot, camp or plant situation, arranging transfer or despatch of goods or materials, recording quantities and monitoring quality,
- Controlling of vertebrate pests by using pesticide treated baits, fumigants and physical methods,
- Use and routine maintenance of brush cutters (certification required),
- Measurement of logs including electronic data entry,

- Operation and associated routine maintenance of a forklift (subject to licensing),
- Routine maintenance and use of chainsaws for felling (which requires L.I.T.A. Chainsaw Maintenance and User Course).

# **CONSTRUCTION/MAINTENANCE WORKER LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Carry out blasting operations. (Licence required),
- Carry out scaffolding operations. (Licence required),
- Set up, operate, and carry out routine maintenance of a levelling laser. (Licence required),
- Carry out licensed rigging work. (Licence required),
- Operator of a self-propelled line marking machine,
- Maintenance, repair and servicing of vehicles and plant not to trade standard,
- Maintenance of reservoirs including vegetation, installation, roads and involves liaison with the public,
- Recording of data for Quality System and Maintenance Management System including maintenance activity recording system (MARS), maintenance planning and scheduling system (MPSS), and maintenance activity data entry system (MADES),
- Incidental driving and associated routine maintenance of a motor freight vehicle having a maker's capacity over 7 tonnes,
- Monitor computer controlled telemetry systems, communication centres and co-ordinating movement
  of maintenance and other services and dealing with public enquiries,
- Operate and maintain large disinfection plant and equipment,
- Take special water meter readings,
- Ongoing management and care of cutting pans, seed pans and plant beds,
- Selective plant propagation such as vegetative methods needed for experimental work,
- Responsible for the daily operation of a plant retail outlet or an event such as a field day or sales trip,
- Use and routine maintenance of chainsaws for felling (which requires L.I.T.A. New Fellers Course),
- Weed spray operation under limited direction implement short to medium term routine spraying programmes, formulate sprays, keep detailed records work carried out, conditions and rates of application, record and assess results of application and maintain equipment,
- Identifying and marking of trees for harvesting operations and the collection and recording of data,
- Record data associated with park management i.e. wildlife sightings.

# **CONSTRUCTION/MAINTENANCE WORKER LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for civil construction and maintenance services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 4 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Maintain, implement and update preventative and breakdown maintenance schedules,
- Operator of self-propelled line marking machines over 200 litres but less than 250 litres capacity,
- Specialised fertiliser and chemical application which involves understanding the purpose and nature of the specific task,
- Responsible for the provision of building services including program maintenance and initiate breakdown maintenance to buildings, plant and equipment,
- Undertake surveys and investigations and prepare reports e.g. soil surveys, growth plots,
- Under broad guidelines be responsible for the field control of water supply and sewerage functions in a district, including liaising with customers, working with maintenance gangs, liaison with emergency services and liaison with outside authorities,
- Responsibility for the maintenance of a rural sewerage treatment works,
- Responsible for the implementation of reservoir maintenance programs including vegetation, equipment, plant and liaising with the public,
- Collection, interpretation and recording of data associated with experiments or forest management,
- Assess and order quantities of material required for road pavement and shoulder works.

# **CONSTRUCTION/MAINTENANCE WORKER LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

# OR

Activities associated with Level 5 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Application and monitoring of quality control systems at a level appropriate to the level of training and the requirements of the worksite,
- Be accountable for work groups engaged on operation and maintenance of water and sewerage systems, and water and sewage treatment plants,
- Responsible for the field control of water supply and sewerage function including supervision and coordination of the daily activities of maintenance gangs and preparation of reports.

## **CONSTRUCTION/MAINTENANCE WORKER LEVEL 7**

#### Engineer – Maratala

Tradespersons who have completed requirements for classification to level 7 of the Metal Trades Award and are required to use those skills in the execution of their work.

#### OR

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- keeping of day to day records and assisting with timekeeping function,
- job planning including ordering of materials, and allocation of resources and equipment,
- identifying and setting out of works,
- assessing the most appropriate procedures to be used, giving instructions and ensuring adherence to these procedures,
- ensuring the exercise of safe work practices,
- on the job training of subordinate employees in work skills, including Occupational Health and Safety,
- discipline and assist with selection of employees,
- control of a remote or satellite depot,
- control of day to day use of plant,
- liaison with the public and other organisations,
- perform the duties of lower levels as required.

#### OR

Activities associated with Level 6 and Team Leader activities for no more than 10 employees as defined.

# Schedule 3.2: Technical Support Operative

# **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Civil Construction and Maintenance Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Civil Construction and Maintenance Award*.
- 5. All employees will be required to undertake training in tasks as required.

# TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# TECHNICAL SUPPORT OPERATIVE LEVEL 1 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 2)

Employees at this level perform a range of tasks above and beyond the skill and knowledge of the duties contained in Level 1 of Schedule 3.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of the duties contained in Level 1 of Schedule 3,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Work at this level is characterised by the following:

• generally labour intensive in nature,

- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level.
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- Under close technical direction and supervision, assist more senior laboratory staff, in duties associated with the sampling and testing of soils, concrete or bitumen,
- Provision of general assistance in support of survey operations, either in the field or in the Depot, including the driving of survey vehicles as required,
- Provision of general support service to laboratory staff either in the field or in a laboratory,
- Assist in the operation and day to day maintenance of drilling rigs.

#### TECHNICAL SUPPORT OPERATIVE LEVEL 2 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 3)

Employees at this level will have experience relevant to undertake the duties required and 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. Employees at this level may undertake lower level duties covered by Schedule 3.

Work at this level is characterised by the following:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of a Technical Support Operative employee at Level 1 or other lower level duties covered by Schedule 3,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 2 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Sampling and testing of soils, concrete and/or bitumen and the maintenance of associated records.
- Assist in the operation of a drilling plant (geotechnical) with some understanding of the process involved.
- Conduct and monitor P.H. and soil resistivity tests,
- Laboratory and field testing in one of the following areas: soils and aggregates, concrete, bituminous, or paints and corrosion,
- Operation and day to day maintenance of drilling rigs engaged on basic drilling operations. Provide guidance to lower level employees,
- Assist senior laboratory staff including the preparation of media, monitoring of chemical stores and involvement in technical/laboratory procedures.

## TECHNICAL SUPPORT OPERATIVE LEVEL 3 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 4)

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2. Employees at this level may undertake lower level duties covered by Schedule 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 3 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Provision of support services to laboratory staff, either in the field or in a laboratory,
- Collection of water samples according to a predetermined schedule,
- Mixing of reagents and the preparation of standard solutions,
- Preparation of statistical summaries,
- Conducting tests using chemical additives, including tests to identify "standard" reactions,
- Under direction, the operation of all types of survey instruments and equipment,
- Responsible to a survey party leader for office tasks, including the use of computers,
- Obtain and update as required, departmental plans showing the location of below ground services and other obstructions,
- Carry out search, location and proving duties for road materials,
- Operate a Geotechnical drilling rig and understanding of process involved,
- Operation and day to day maintenance of drilling rigs engaged on deep drilling and/or drilling projects requiring calculation of quantities. Provide training to lower level employees.

## TECHNICAL SUPPORT OPERATIVE LEVEL 4 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 5)

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of a Technical Support Operative employee at Level 3,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for technical support services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Locate test sites, install, commission and adjust Cathodic Protection systems and determine their effectiveness,
- Complex testing including the reporting of results and outcomes, in any area of soils and aggregates, concrete, bitumen or paints, and corrosion,
- Operations and day to day maintenance of drilling rigs engaged on deep and complex drilling projects. Provide training to lower level employees.

#### TECHNICAL SUPPORT OPERATIVE LEVEL 5 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 6)

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
  perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

• State Water Laboratory employees classified at Level 5 in this stream be experienced in the collection of water samples for laboratory analysis and will have demonstrated a sustained ability to exercise significant initiative.

## Schedule 3.3: Plant Operator

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Civil Construction and Maintenance Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Civil Construction and Maintenance Award*.
- 5. All employees will be required to undertake training in tasks as required.

# TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## PLANT OPERATOR LEVEL 1

# (CONSTRUCTION/MAINTENANCE WORKER LEVEL 3)

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks. Employees at this level may undertake lower level duties covered by Schedule 3.

Work at this level is characterised by the following:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond the Level 2 duties covered by Schedule 3,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

\* Operation, routine maintenance and assist in more complex maintenance of mechanical equipment up to and including Group 1 items.

Group (1) includes: -

- 1. Operator lance type hand sprayer,
- 2. Operator aggregate drier,
- 3. Operator premix-mix drag spreader,
- 4. Operator aggregate belt spreader,
- 5. Operator of joint inserting machine,
- 6. Operator concrete spray curing machine, self-propelled,
- 7. Operator pneumatic tyred tractor (below class 3) without power operated attachments,
- 8. Operator crawler tractor without power operated attachments up to and including class 3,
- 9. Operator crawler tractor with power operated attachments up to and including class 2,
- 10. Operator pneumatic tyred tractor without power operated attachments above class 2 up to and including class 6 (this includes tractor titling or one-man hitch trailer),
- 11. Operator pneumatic tyred tractor with power operated attachments, below class 3,
- 12. Operator rear and bottom dump up to and including 2.5 cubic metres struck capacity,
- 13. Operator back hoe self-powered (not self-propelled),
- 14. Operator roller powered, under eight tonnes,
- 15. Operator roller powered, vibrating, under four tonnes,
- 16. Operator trenching machine of the small Ditch-Witch type,
- 17. Operator bitumen sprayer,
- 18. Screed operator, asphalt paver,
- 19. Mixer operator, asphalt plant (capacity of less than 10 tonnes of hot mix per hour),
- 20. Operator concrete spreader, powered, self-propelled,
- 21. Second driver navy and dragline or dredge type excavator,
- 22. Operator crawler tractor without power operated attachments class 4 and class 5,
- 23. Operator crawler tractor with power operated attachments class 3 and class 4,
- 24. Operator pneumatic tyred tractor without power operated attachments above class 6. (See Note 2 (a) up to and including 170 kW net engine power),
- 25. Operator pneumatic tyred tractor with power operated attachments classes 3 to 6. (Not including titling or one-man hitch trailer),
- 26. Operator trenching machine chain type up to and including 300 mm width,
- 27. Operator pile driver (power operated winch),
- 28. Operator rear and bottom dump of capacity greater than 2.25 cubic metres struck, up to and including 15.2 cubic metres struck,
- 29. Operator mobile crane up to and including eight tonnes capacity,
- 30. Operator of concrete paver,
- 31. Operator roadroller, powered, eight tonnes and up to 25 tonnes,
- 32. Operator roadroller, powered, vibrating, four tonnes and over,
- 33. Operator crawler loader class 1 to class 4 (see Note 3),
- 34. Operator pneumatic tyred loader up to and including class 3 (see Note 2).

## PLANT OPERATOR LEVEL 2

# (CONSTRUCTION/MAINTENANCE WORKER LEVEL 5)

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,

- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for plant operator services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 4 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Operation, routine maintenance and assist in more complex maintenance of mechanical equipment up to and including Group 2,
- Operation of double steel drum variable vibrating rollers over 4 ton used in pavement construction and laying of asphalt,
- Assist Operator at asphalt production plant,
- Operation and day to day maintenance of a Road Profiler, under 1.0m width.

Group (2) includes: -

- 1. Operator crawler tractor without power operated attachments above class 5,
- 2. Operator crawler tractor with power operated attachments class 5 and class 6,
- 3. Operator grader power operated, below 35 kW net engine power,
- 4. Operator excavator up to and including 0.5 cubic metre,
- 5. Operator trenching machine ladder type, depth greater than 1.5 metres up to 2.4 metres and width above 300 mm up to 450 mm and bucket wheel trencher with equivalent capacity in cubic metres per hour,
- 6. Operator pneumatic tyred tractor with power operated attachments above class 6 up to and including 170 kW net engine power,
- 7. Operator self-powered scraper up to and including 12 cubic metres struck capacity,
- 8. Operator rear and bottom dump exceeding 15.2 cubic metres struck capacity up to and including 30.5 cubic metres,
- 9. Operator mobile crane with lifting capacity in excess of 8 tonnes up to and including 15 tonnes,
- 10. Operator pneumatic tyred tractor without power operated attachments above 170 kW net engine power,
- 11. Operator crawler loader classes 5 and 6 (see Note 3),
- 12. Operator pneumatic tyred loader above class 3 (see Note 2) up to and including 110 kW net engine power,
- 13. Operator roadroller, powered, over 25 tonnes,
- 14. Operator ferry,
- 15. Operator excavator or pneumatic tyred loader with pneumatically powered rock breaking machine attachment,
- 16. Operator crawler tractor with power operated attachments classes 7 and 8,
- 17. Operator grader power operated 35 to 75 kW net engine power inclusive,
- 18. Operator pneumatic tyred tractor with power operated attachments in excess of 170 kW net engine power,
- 19. Operator self-powered scraper above 12 cubic metres struck capacity.
- 20. Operator excavator above 0.5 cubic metres up to and including 2.25 cubic metres. (This group including Gradall),
- 21. Operator trenching machine ladder type, greater than 2.4 metres depth, and minimum 450 mm width and bucket wheel trencher equivalent in cubic metres per hour,
- 22. Operator mobile crane of capacity greater than 15 tonnes up to and including 40 tonnes,
- 23. Operator rear and bottom dump exceeding 30.5 cubic metres struck capacity,
- 24. Operator crawler loader above class 6 (see Note 3).
- 25. Operator pneumatic tyred loader above 110 kW net engine power up to and including 220 kW net engine power.

#### PLANT OPERATOR LEVEL 3 (CONSTRUCTION/MAINTENANCE WORKER LEVEL 6)

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures
- contribute to the development and implementation of such policies and procedures as required
- ensure maintenance of documentation to meet workplace requirements
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 5 duties contained in Schedule 3 and Team Leader activities for no more than 10 employees as defined.

Typical duties include all lower level duties plus:

- Operation and routine maintenance of a Road Profiler, over 1.0 m width,
- Operation routine maintenance and assist in more complex maintenance of up to and including Group 3 mechanical equipment items,
- Operate a grader involving patrol grading of open surface roads, maintenance of shoulders and spreading of materials not to design levels,
- Operate asphalt or pavement paving machine.

Group (3) includes: -

- 1. Operator excavator above 2.25 cubic metres,
- 2. Operator grader power operated, above 70 kW net engine power,
- 3. Operator pneumatic tyred loader above 220 kW net engine power,
- 4. Operator mobile crane greater than 40 tonnes capacity,
- 5. Operator mobile chipper above 220 kW net engine capacity,
- 6. Operator crawler tractor with power operated attachments Class 9,
- 7. Operator asphalt paver,
- Operate a grader involving grading to design levels. (N.B. Grading definition, Level 3).
- Provide servicing, fuelling and minor repairs for plant within gangs, assist in major repairs, provide advice on plant operation and administer/suggest training where required.
- Operate asphalt manufacturing plant.
- Train operators in the use of plant up to and including Level Plant Operator Level 3 items;
- Operate other non-specified complex major plant items.

## NOTE:

1. Crawler Tractors are classified in accordance with Australian Standard D4-1964 'Classification of Crawler Tractor by Weight' as follows:

| Class    | Shipping weight-pounds                |  |  |  |
|----------|---------------------------------------|--|--|--|
|          | ~                                     |  |  |  |
| 1        | Up to 3000                            |  |  |  |
| 2        | Over 3000 up to 6000                  |  |  |  |
| 3        | Over 6000 up to 10000                 |  |  |  |
| 4        | Over 10000 up to 15000                |  |  |  |
| 5        | Over 15000 up to 25000                |  |  |  |
| 6        | Over 25000 up to 40000                |  |  |  |
| 7        | Over 40000 up to 60000                |  |  |  |
| 8        | Over 60000 up to 80000                |  |  |  |
| 9        | Over 80000                            |  |  |  |
| Matria a | ddition of Standard not yet available |  |  |  |

Metric addition of Standard not yet available.

2(a) Pneumatic tyred tractors up to and including 170 kW net engine power and pneumatic tyred loaders up to and including 110 kW net engine power are classified in accordance with Australian Standard D10-1967 'Classification of Wheeled Tractors for Agriculture Purposes' as follows:

| Power Take-off Horse-Power |  |  |
|----------------------------|--|--|
| Up to 15                   |  |  |
| Over 15 up to 25           |  |  |
| Over 25 up to 35           |  |  |
| Over 35 up to 45           |  |  |
| Over 45 up to 60           |  |  |
| Over 60 up to 80           |  |  |
| Over 80 up to 100          |  |  |
| Over 100                   |  |  |
|                            |  |  |

Metric addition of Standard not yet available.

- (b) Pneumatic tyred tractors above 170 kW net engine power and pneumatic tyred loaders above 110 kW net engine power are classified as indicated in the wages table of this clause.
- 3. Crawler tractor front-end loaders are to be classified using the weight of the tractor including the loader attachment in lieu of the bare shipping weight.
- 4. Self-propelled rollers are classified by weight complete including maximum ballast.
- 5. Mobile cranes constructed as an attachment to or modification of a tractor, fall into the appropriate group for the tractor with power operated attachment. Mobile cranes are defined as those mounted on a specially designed chassis or lorry and capable of load manipulation, slewing and levelling under their own power.
- 6. Tractors without power operated attachment includes tractors:
  - (i) with power operated attachments not in use; and
  - (ii) with items which, although they have a power-unit of their own are not controlled by the operator of the tractor except for starting and stopping (for example Drawn Vibrating Roller).
- 7. Back hoe when attached to a tractor shall be considered as a power operated attachment to the tractor.
- 8. Reference to bituminous surfacing equipment or materials includes tar, sprayed work and hot mix work.

All Plant Operator classifications inter alia take into consideration the nature of the work, skill, conditions, under which work is performed (other than those enumerated in Construction Work provisions of the Award) and wear and tear of clothes as a result of the work performed.

#### SCHEDULE 4: SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

The work level definitions in this Schedule replace those detailed in Clause 1.7 and the Activities detailed in Schedule 4 of the *South Australian Government Health Etc. Ancillary Employees Award* from the first full pay period commencing on and from 1 September 2010.

Schedule 4.1: Catering Schedule 4.2: Client, Theatre and Allied Health Schedule 4.3: Direct Care Schedule 4.4: Sterilisation Services Schedule 4.5: Utility Services Schedule 4.6: Gardening and Grounds Services Schedule 4.7: Transport Schedule 4.8: Facility Services Schedule 4.9: Security

For the purposes of this enterprise agreement the following table is provided for information only.

# SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC ANCILLARY EMPLOYEES AWARD

| Health<br>Ancillary<br>Level | Catering, Utility<br>Services, Gardening &<br>Grounds Services,<br>Transport, Facility<br>Services & Security | Client, Theatre & Allied<br>Care     | Sterilisation Services | Direct Care      |
|------------------------------|---|--------------------------------------|------------------------|------------------|
| 1                            | Health Ancillary<br>Employee Level 1  |                                      |                        |                  |
| 2                            | Health Ancillary<br>Employee Level 2  | Health Ancillary<br>Employee Level 2 |                        |                  |
| 3                            | Health Ancillary  | Health Ancillary                     | Health Ancillary       | Health Ancillary |
|                              | Employee Level 3  | Employee Level 3                     | Employee Level 3       | Employee Level 3 |
| 4                            | Health Ancillary  | Health Ancillary                     | Health Ancillary       | Health Ancillary |
|                              | Employee Level 4  | Employee Level 4                     | Employee Level 4       | Employee Level 4 |
| 5                            | Health Ancillary  | Health Ancillary                     | Health Ancillary       | Health Ancillary |
|                              | Employee Level 5  | Employee Level 5                     | Employee Level 5       | Employee Level 5 |
| 6                            | Health Ancillary  | Health Ancillary                     | Health Ancillary       | Health Ancillary |
|                              | Employee Level 6  | Employee Level 6                     | Employee Level 6       | Employee Level 6 |
| 7                            | Health Ancillary  | Health Ancillary                     | Health Ancillary       | Health Ancillary |
|                              | Employee Level 7  | Employee Level 7                     | Employee Level 7       | Employee Level 7 |

## Schedule 4.1: Catering

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# CATERING

To cover all duties of catering employees at the appropriate level associated with: -

- food and liquids, including ordering, storage (including imprest) preparation, cooking and serving and delivery of the meal as appropriate but excluding the regulating of client food and liquid intake,
- work area, equipment and utensil cleaning including hygiene and removal of kitchen waste,
- café style, vending machines and canteens including food preparation serving, cashier duties and responsibilities and table arrangement.

# HEALTH ANCILLARY EMPLOYEE LEVEL 1

#### Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of catering services,
- perform work of a general nature under supervision of either a Catering Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,

- instruction given is by way of verbal, written or diagrammatic direction,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Typical duties include:

- preparation of vegetables, meat, salads and sandwiches,
- open can foods,
- prepare breakfast trolleys,
- make toast,
- preset trays,
- deliver trolleys and food,
- assist in serving meals,
- assist to serve, plate and deliver food,
- tea and coffee making,
- wash, refill and distribute jugs to clients,
- serve beverages,
- load and unload goods,
- issue lunch items,
- assist to stock and clean vending machines,
- clean servery,
- wash utensils and equipment, kitchen floors and dishes,
- spot cleaning and tidy fridges, stoves, canteen etc,
- empty bins,
- arrange cafe tables and chairs,
- food preparation and serving in deli/canteen/café,
- notify equipment faults and stock shortages to the relevant Team Leader.

# HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the catering industry and 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:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties include all lower level duties plus:

- preparation of breakfasts, soups, gravies and fast serve foods (for example sausage rolls, wraps and bacon and eggs),
- cut and portion ingredients for meal packs,
- receive stock, reconstitute (requiring decision on temperature and time selection) and plate frozen food,
- check off stock lists,
- switch on required equipment,
- cashier duties (not independent reconciliation of cash),

- notify food complaints,
- assist clients to fill-out menus (request for specific dietary requirements should be referred to the appropriate employee),
- stocking and maintaining cleanliness and notifying any damage to vending machines,
- initiate ordering for repairs,
- serve, plate and deliver food.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or in-service training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- cook cafe style food items (e.g. french fries, pasta and hamburgers). This does not include food items which require complex recipes,
- order stocks of special dietary fluids (e.g. thickening agents),
- prepare special fluids,
- see clients re dietary requirements (complex dietary requirements should be referred to the appropriate employee),
- collate menus and make up bulk orders (manually),
- assist in and attend special functions,
- unlock work areas.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

- tasks performed require skill specialisation and/or extensive in-service training,
- may require the set-up, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- organise and supervise functions,
- responsible for the overseeing of all meals and beverages served,
- order and control non-production food lines,
- high degree of client contact regarding correct food distribution,
- liaise with dietitian or nursing staff or designated representative on food requirements for all clients,
- preparation of formulation of special dietary fluids including all infant formulas which may require providing assistance and guidance to other employees,
- as required maintain daily rosters,
- collate menus and make up bulk orders,
- collate total food requirements by the use of electronic equipment.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills, or trade equivalent skills acquired from extensive in-service training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

An employee who is a trade qualified cook will be appointed to this level.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for catering services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

To be either: -

- (1) Trades Cook with associated duties of: -
  - train apprentices as required,
  - balance menu,
  - special diet cooking,
  - train apprentices,
  - oversight of catering staff,
  - liaise with procurement officers re food orders,
  - order and control production food.

(2) have skills in diet kitchen

- collate diet meal orders,
- liaise with cooks re diet requirements,
- assist other staff in diet kitchen functions,
- liaise with clients, families, nursing staff, nutritionists and nominated professional, e.g. speech pathologists,
- contribute to ongoing review, development and implementation of guidelines and procedures for client care services in relation to general nutrition and special diets,
- track client movements to ensure accurate diet-kitchen meal distribution,
- participate in reviews of the quality of food services,
- record food production requirements and ensure production lists are accurate,
- participate in reviews of equipment replacement programs,
- supervise dietary attendants.

# HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive in-service experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities and recording systems including computerised systems,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 5 and Team Leader activities as defined.

Typical activities include all lower level tasks plus:

have post trade qualifications

- Pastry Cook with duties of: -

• make, bake and decorate cakes and pastries yeast preparation.

OR

• oversight of cooking and production/kitchen staff.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of instruments and consumables used in Catering Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 4.2: Client, Theatre and Allied Care

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. All employees are required to undertake ancillary administrative tasks including those associated with the legislative provisions relating to the preparation and storage of food, chemical safety and occupational health, safety and welfare.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## CLIENT THEATRE AND ALLIED CARE

To cover all duties of client theatre and allied care employees at the appropriate level associated with: -

- the provision and assistance in the provision of services to client care including those related to the distinct areas of surgical shaving, pathology, orthopaedic services, theatre, spinal and high dependency wards, and other areas as agreed,
- plastering, emergency, intensive care, coronary unit, burn and cardio thorasic,
- the processing and maintaining of x-ray films, including the cleaning of machines and darkrooms together with the mixing of processing agents,
- the transportation of clients with or without vehicle transport and client-focussed equipment, aides theatre equipment and associated objects including active client records, specimens, prescriptions, prevention of cross infection, medications and chemicals within or between the particular health units environment,
- the collection, erection, cleaning, safety-check and preliminary maintenance, dismantling and storage of client equipment and aides,
- responsible for cleaning processed to eliminate and reduce or remove the risk of cross infection,
- the provision of a child minding service in a creche setting.

#### THEATRE ORDERLY DUTIES

To cover all duties in assisting medical and nursing staff in performing a full range of duties both inside and outside of the Operating Theatre area including transportation and position of patients, set-up, collection and delivery of theatre equipment, etc and any associated cleaning and ancillary duties.

# HEALTH ANCILLARY EMPLOYEE LEVEL 2 Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 12-month orientation program relating to the provision of utility services,
- perform work of a general nature under supervision of either a Client Theatre and Allied Care Employee classified at Level 3 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment and/or facilities,
- performed under direct instruction,
- instruction given is by way of general verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties to include:

- bed making,
- loading and unloading patients/clients,
- transport of patients/clients,
- assist in the admission of patients/clients,
- routine keyboard skills,
- assist in all aspects of patient/client care,
- assist with or without patient transport lifting of patients/clients including with the use of appropriate equipment,
- observe to be trained in surgical shaves, mortuary, plaster work,
- observe, to be trained in switchboard/call centre/dispatch duties incorporating a working knowledge of hospital procedures,
- collection, erection, dismantling, cleaning and maintenance of patient/client equipment and aides,
- clean and remake barouches,
- collection and transportation of blood and drugs for patient/client use as directed (Non DDAS),
- transfer specimens between Departments,
- assist in locating patients/clients,
- assist with the implementation of the early childhood program as directed,
- assist in ensuring the health hygiene and safety of children in care,
- assist in preparation of snacks and beverages for children.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties to include all lower level duties plus:

- assist in and provide a high standard of patient/client care,
- assist with patient/client menu's/ordering and/or serving meals,
- assist with surgical shaves,
- assist with plaster duties,
- assist with autopsies,
- as a member of a team, assist, under direction in the management of patients/clients,
- observe, to be trained in theatre, spinal injury care and high dependency ward work, pathology and orthopaedic work, plastering, emergency, intensive care, coronary units and cardiac thoracic,
- changing/exchanging and transport of gas cylinders,
- collection and transportation of DDA's,
- organise, plan and undertake the movement of furniture,
- collection and erection, dismantling, maintenance of patient equipment and aids,
- securing clients cash and valuables,
- switch on and off operating equipment (non-surgical),
- transport patent files, specimens, equipment, pharmacy goods,
- performs general surgical shaves,
- work within the theatre unit,
- assist in the monitoring and plaster work,
- as a member of the team, assist under direction in the control of patients,
- comply with general security requirements including assessing and securing areas,
- assist in the preparation and implementation and evaluation of Child Care developmental programs and the implementation of programs suited to the needs of individual children and groups,
- be aware of and check the safety and storage of equipment and materials used by children,
- apply established child care practices and procedures.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have either:

 (a) experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

OR

(b) may be undertaking *Theatre Orderly Duties* and have completed an AQF Certificate III relevant to the employee's position.

OR

(c) Activities associated with Level 3 and Team Leader activities as defined.

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Typical duties to include all lower level duties plus:

To provide a high standard of specialised patient/client care and/or skill in one of the following areas including:

- Theatres,
- Cardio thoracic,
- intensive care,
- coronary unit,
- burns,
- pathology,
- high dependency,
- emergency,
- mental health,
- any other area agreed,
- theatre duties including
- primary positioning of patient,
- preparation of and adjustments to operating table and associated attachments,
- maintenance, cleaning and safety checking of theatre equipment,
- setting up of Monitor equipment e.g., diathermy, lights,
- assist application of, and removal of plasters and traction techniques,
- supportive services as required in theatre environment,
- transportation of patients/clients,
- theatre equipment,
- microscopes,
- diathermy,
- lights,
- plastering.

Employees at this level may perform duties in addition to duties set out in level 3, including some or all of the following:

- Supports, assist and Supervisors of Patients Support Services in a designated area,
- Transport of patients.

As a member of team, assists with emergency restraints or threats within the Health Unit.

## HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will have either:

(a) be required to apply skills, acquired from extensive training and/or experience in a specialised function.

OR

(b) may be undertaking *Theatre Orderly Duties* and have completed an AQF Certificate III relevant to the employee's position and at least 560 hours satisfactory *in-service experience*, or

OR

(c) Activities associated with Level 4 and Team Leader activities as defined.

For the purposes of this Schedule "*in service experience*" means service with an agency which includes the same or similar functions to those performed by the employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

Work at this level is characterised by the following:

• understand and apply quality control techniques to a level equivalent to their skill and knowledge,

- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures, the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees.
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to the on-going review, development and implementation of guidelines and procedures for client, theatre and allied care services.

Typical duties to include all lower level duties plus:

- operative skills in three specialised functions described at Level 4,
- provision of on the job training in specialist's areas or functions described at Level 4.

In addition to the duties set out at Level 4, employees at this level may perform the following skill specialisation across any three specialised functions of:

- Theatres,
- Intensive Care and Coronary Unit,
- Spinal Unit,
- High Dependency Unit,
- Emergency Unit,
- Plastering with the use of traction techniques,
- Orthopaedic service,
- Pathology and/or mortuary,
- Mortuary duties,
- Coordinate an emergency response team.

## HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to either:

(a) apply skills derived from specialised training and/or extensive experience in a range of functions.

OR

(b) may be undertaking *Theatre Orderly Duties* and have completed an AQF Certificate IV relevant to the employee's position.

OR

(c) Activities associated with Level 5 and Team Leader activities as defined.

Employees at this level will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work under broad guidelines and will report to more senior staff as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems and monitoring the quality of work produced.

Employees at this level will be able to supervise other Health Ancillary employees and will also be able to train client, theatre and allied care services employees, including assisting in the delivery of training courses.

Employees at this level may perform the duties for Health Ancillary Employee Level 5 as required. In addition to the duties for Health Ancillary Employee Level 5, employees at this level may perform duties including some or all of the following:

- supervision of employees,
- monitor implementation of and compliance with workplace policies and procedures
- participate in the training of new employees and monitoring employees to ensure employers are performing all duties as required,
- contribute to the ongoing review, development and implementation of guidelines and procedures for client, theatre and allied care services employees,
- ensure maintenance of documentation to meet workplace requirements and other administrative functions as directed,
- responsible for the maintenance of safe environment for employees and clients,
- responsible for formalised training for employees,
- as necessary monitor and control the economical use of equipment and supplies.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities. An employee may hold a relevant AQF Certificate III or IV.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments,
- demonstrate an extensive knowledge of instruments and consumables used in Client, Theatre and Allied Care Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of
  employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

#### Schedule 4.3: Direct Care

#### **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employees skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation and storage of food, chemical safety and occupational health, safety and welfare.
- 5. All employees will be required to undertake training in tasks as required.

#### TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## DIRECT CARE

To cover all duties of direct care employees at the appropriate level associated with: -

- the provision of direct client care and service by assisting, under supervision, in a variety of therapy services including physiotherapy, occupational therapy, industrial therapy (including *diversional therapy*) and recreational services,
- the provision of Direct Care Attendant duties, as defined below,
- assistance in the care and supervision of clients except where otherwise defined,
- the provision of a specific direct client service such as personal grooming,
- the provision of in-home services consistent with the duties defined by this stream.

For the purposes of this Schedule, "diversional therapy" means the provision of diversional, leisure and/or recreational activities to individuals and/or groups of clients.

Direct Care Attendant duties include, but are not limited to:

- 1. Bathing, showering, personal hygiene, dressing and grooming of clients,
- 2. Assist with the feeding of clients,
- 3. Assist with pressure area care of clients,
- 4. Toileting/continence management of clients,
- 5. Maintenance of mobility/dexterity,
- 6. Transfer and lifting of patients, including use of mechanical aides,
- 7. Information recording,
- 8. Bed making,
- 9. Cleaning of equipment and tidying up of client's rooms.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 3 Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 12-month orientation program relating to the provision of direct care services,
- perform work of a general nature under supervision of either a Direct Care Employee classified at Level 4 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Employees at this level may perform duties including some or all of the following:

- bed making,
- bathing, showering, personal hygiene and grooming,
- toileting/continence management,
- maintenance of mobility/dexterity,
- transfer/lifting, mechanical aids,
- communication/assistance with aids e.g. glasses and hearing aids,
- distribution of clean laundry/personal attire,
- cleaning of equipment, aids, utensils in work area (including personal possessions),
- cleanliness and neatness of client's environment,
- transportation of clients,
- assist in care of clients with identified special needs or requirements e.g. pressure areas,
- provide input into client assessment,
- assist in the self-administration of medication on medical authority to client,
- assist with the provision of routine treatments and procedures,
- provision of in-home services consistent with the duties defined by this stream.

# HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level have completed an AQF Certificate III relevant to the employee's position.

Work at this level is characterised by the following:

- may require the setup, program and operation of machinery, equipment and/or facilities, and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member.

In addition to the duties for Health Ancillary Employee Level 3 employees may perform some or all of the following duties:

- report and record on general observations of individual clients,
- complete routine documentation in accordance with established policies and procedures,
- identify diversional therapy needs of individuals and/or groups,
- provision of diversional therapy to individual and/or groups in accordance with established programs,
- complete routine documentation in accordance with established policies and procedures including appropriate risk assessments of a client's home.

# HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to either:

- 1. have completed an AQF Certificate III relevant to the employee's position and at least 560 hours satisfactory **in-service experience**, or
- 2. activities associated with Level 4 and Team Leader activities as defined.

For the purposes of this Schedule "**in service experience**" means service with an agency which includes the same or similar functions to those performed by the employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

In addition to the duties for Health Ancillary Employee Level 4, employees at this level may perform duties including some or all of the following:

- collect and record data for use in identification of individual client's special needs,
- care of clients with special needs,
- effectively liaise with nursing, maintenance and other appropriate staff and respond as required to needs identified,
- effectively consult with staff to maintain a safe work environment in accordance with the agency's occupational health, safety and welfare policies and procedures,
- plan and organise diversional therapy programs for individuals and/or groups,
- plan, organise and provide diversional therapy to clients with identified needs,
- assist in the assessment of individual clients.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of guidance and assistance within their area of expertise to other employees which may including developing, arranging and delivering internal and external training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to the on-going review, development and implementation of guidelines and procedures for direct care services.

## HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to either:

- 1. have completed an AQF Certificate IV relevant to the employee's position, or
- 2. Activities associated with Level 5 and Team Leader activities as defined

Employees at this level will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work under broad guidelines and will report to more senior staff as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems and monitoring the quality of work produced.

Employees at this level will be able to supervise other Health Ancillary employees and will also be able to train direct care employees, including assisting in the delivery of training courses.

In addition to the duties for Health Ancillary Employee Level 5, employees at this level may perform duties including some or all of the following:

- supervision of employees,
- monitor implementation of and compliance with workplace policies and procedures,
- participate in the training of new employees and monitoring employees to ensure employers are performing all duties as required,
- contribute to the ongoing review, development and implementation of guidelines and procedures for direct care services,

- ensure maintenance of documentation to meet workplace requirements and other administrative functions as directed,
- responsible for the maintenance of safe environment for employees and clients,
- responsible for formalised training for employees,
- co-ordination of the provision of diversional therapy for client/s.
- as necessary monitor and control the economical use of equipment and supplies.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities. An employee may hold a relevant AQF Certificate III or IV.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or an Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments,
- demonstrate an extensive knowledge of instruments and consumables used in Direct Care Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

#### Schedule 4.4: Sterilisation Services

# **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

#### TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

#### STERILISATION SERVICES

To cover all duties of sterilisation services employees at the appropriate level associated with the operations of the Central Sterile Supply Department, Theatre Sterile Supply Unit and the Hospital Sterilising Decontamination Unit.

The first classification level in the Sterilisation Services Stream is at Health Ancillary Employee Level 3.

# HEALTH ANCILLARY EMPLOYEE LEVEL 3

#### Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 12-month orientation program relating to the provision of sterilising services,
- perform work of a general nature under supervision of a Sterilisation Services Employee classified at Level 4 and above or an appropriately qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team.
- develop knowledge and understanding in AS4187-2003; ACHS Quality System; and occupational health and safety legislation.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level have completed an AQF Certificate III relevant to the employee's position.

- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member.

Employees may perform duties including some or all of the following:

- 1. Decontamination:
  - a) Prepares decontamination area for processing of equipment,
  - b) Knowledge of departmental workflow utilising infection control principles,
  - c) Knowledge of how items from all departments are collected, identified and separated for processing,
  - d) Cleans equipment according to documented specifications complying with occupational health and safety requirements,
  - e) Identifies specific equipment requiring priority processing,
  - f) Identifies faulty or damaged instruments/items and report to designated authority,
  - g) Identify cycle faults occurring in any equipment and take appropriate action in accordance with policies and procedures,
  - h) Ensures items are clean, dry and suitable for packaging and dispatch,
  - i) Operates and validates equipment used for cleaning consistent with policies and procedures,
  - j) Reports and records any malfunction of electrical/mechanical equipment to designated authority,
  - k) Performs environmental cleaning consistent with policies and procedures.
- 2. Preparation and packaging:
  - a) Ensures items are clean, dry and suitable for packaging or dispatch, are checked for function and are completed with all components according to documented specifications,
  - b) Assembly, packaging, sealing and labelling methods are used to suit contents and appropriate sterilising processes used,
  - c) Identify cycle faults occurring in any equipment and take appropriate action in accordance with policies and procedures,
  - d) Perform weekly stores order and restock,
  - e) Monitors processing activities consistent with policies and procedures,
  - f) Demonstrates a knowledge and understanding of AS 4187-2003; ACHS Quality System and occupational health and safety legislation.

Employees will have demonstrated experience in the perioperative and CSSD department with knowledge of instruments, sterilising methods and infection control principles and be able to work in all areas of the department.

## HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to either:

- 1. have completed an AQF Certificate III relevant to the employee's position and at least 560 hours satisfactory **in-service experience**; or
- 2. activities associated with Level 4 and Team Leader activities as defined.

For the purposes of this Schedule "**in service experience**" means service with an agency which includes the same or similar functions to those performed by the employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

In addition to the duties for Health Ancillary Employee Level 4, employees at this level may perform duties including some or all of the following:

- Decontamination Preoperational Packaging Area,
- Monitor correct use of chemicals within departments,
- Perform validation on all cleaning equipment consistent with policies and procedures,
- Competent in the use of computerised systems,
- Perform daily audits of steriliser loads and chart results,

- Insulation testing,
- Initiating and reporting repairs,
- Check in loan equipment,
- Clean endoscopes for theatre as required.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of guidance and assistance within their area of expertise to other employees which may including developing, arranging and delivering internal and external training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to the on-going review, development and implementation of guidelines and procedures for sterilisation services.

# HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to either:

- 1. have completed an AQF Certificate IV relevant to the employee's position; or
- 2. activities associated with Level 5 and Team Leader activities as defined.

Employees at this level will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work under broad guidelines and will report to more senior staff as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems and monitoring the quality of work produced.

Employees at this level will be able to supervise other Health Ancillary employees and will also be able to train sterilisation services employees, including assisting in the delivery of training courses.

In addition to the duties for Health Ancillary Employee Level 5, employees at this level may perform duties including some or all of the following:

- perform daily audits of decontamination statistics,
- co-ordinate and document the performance of all weekly tests,
- participate in the training of new employees and monitoring employees to ensure employees are performing all duties required,
- assist with the implementation of new technologies, process changes and associated specialities,
- monitors, records and reports sterilisation practices within CSSD ensuring compliance with AS 4187 and if necessary identify amendments to existing work practices and methods to ensure continuing compliance,
- monitor and control the economical use of equipment and supplies,
- undertake clinical tutor/monitor role as required,
- cleaning of specialised equipment.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities. An employee may hold a relevant AQF Certificate III or IV.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or an Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments,
- demonstrate an extensive knowledge of instruments and consumables used in Sterilisation Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

#### Schedule 4.5: Utility Services

#### **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

## **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## UTILITY SERVICES

To cover all duties of utility services employees at the appropriate level associated with: -

- cleaning all areas of health units both inside and out,
- delivery, collection and disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of all types of health unit refuse, trolleys, mail, administrative documents and inactive client records as appropriate,
- the removal, transportation and storage of equipment and objects within the health unit,
- provision of in-home services consistent with the duties defined by this stream.

## HEALTH ANCILLARY EMPLOYEE LEVEL 1

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of utility services,
- perform work of a general nature under supervision of either a Utility Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,

- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Typical duties to include:

- mopping, dusting, polishing, washing, sweeping and all vacuuming of carpets,
- assist in routine floor maintenance, including the routine shampooing of carpets or similar, requiring the use of electrically powered hand equipment and/or walk behind equipment and plant,
- high cleaning, wall washing,
- window cleaning using window cleaning tools with extension arms or other accessories but not involving the use of ladders or harnesses,
- curtain cleaning,
- cleaning of toilets,
- bed making (non-patient/client areas),
- moving furniture and objects,
- rubbish collection, removal and disposal,
- collection and delivery of linen,
- assist in loading, unloading and transport of linen and equipment,
- delivery and collection of meal trolleys,
- checking, delivery and swapping of gas cylinders,
- pick up soiled equipment, uniforms and linen,
- put laundry and linen away, uniforms,
- operate basic laundry equipment,
- maintain, clean and notify of any damage to equipment,
- notify shortages of cleaning consumables.

# HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the relevant industry and 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, or has completed 6 months in service training.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties to include all lower level duties plus:

- request orders for repairs to equipment,
- minor sewing repairs (not including making or manufacturing),
- prepare wash, clean, sort, dry, fold, label, iron, pack, deliver and store, as appropriate, laundry, uniforms and linen,
- operate mechanical washing machines, sealing units, hot air ovens and laboratory incubators,
- assist with recording (e.g. imprest systems and for sterilisation during washing cycle),
- window high cleaning with use of ladders,
- routine shampooing carpets, requiring the use of electronically powered or hand equipment and walking behind cleaning equipment and plant,
- initiate requirements for repairs to equipment,

• check and delivery of gas cylinders.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities and recording systems including computerised systems requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties to include all lower level duties plus:

- order, collect deliver, store and put away consumables including gas cylinders and cleaning equipment,
- responsible for ensuring no risk of cross infection and accountable for the outcome of cleaning processes which reduces and removes the risk of cross infection,
- order, storage and imprest of linen and uniforms,
- collect and deliver and imprest of pharmacy to wards,
- windows and high cleaning using ladders and harnesses,
- removal, storage transport of contaminated waste, biological or radioactive,
- full operating cleaning theatres, requiring specialist techniques and or experience.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties to include all lower level duties plus:

- maintaining records and data collection or inventory of cleaning equipment,
- cleaning of specialised equipment (e.g. humidicrib),
- general maintenance of motorised, battery, ride or walk behind cleaning equipment,
- managing of impresst stores.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for utility services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties to include all lower level duties plus:

- major sewing repairs and/or manufacture by hand or machine including interpreting sewing patterns and working form patterns to repair and manufacture,
- interpret sewing patterns,
- compile documentation to meet work place requirements,
- effective liaising with nursing, maintenance and other employees,
- effectively consulting with staff to maintain safe work environment in accordance with organisational requirements,
- plan and organise performance appraisals.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive experience in a range of functions.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- may from time to time perform work of a lower level,

- monitor and implementation of and compliance with work place policies and procedures,
- contribute to the development and implantation of policies and procedures,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions required commensurate with the work activity,
- training employees.

OR

Activities associated with Level 5 and Team Leader activities as defined.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments,
- demonstrate an extensive knowledge of instruments and consumables used in Utility Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

#### OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 4.6: Gardening and Grounds Services

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

## **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## GARDENING AND GROUNDS SERVICES

To cover all duties of ancillary employees at the appropriate level associated with gardening and grounds maintenance, including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 1 Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of gardening and grounds services,
- perform work of a general nature under supervision of either a Gardening and Grounds Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,

 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- maintenance of grounds, gardens, sports field and facilities by undertaking such tasks as mowing, weeding, edging, fertilising, watering, rubbish collection and cleaning using appropriate equipment and including minor maintenance of such equipment/facilities,
- assist in the installation and maintenance of watering systems including automatic systems,
- assist trade gardeners,
- apply pesticides, herbicides and fertilisers, under direction using manual techniques e.g. hand pump, backpack,
- minor construction work i.e. fences and assist in higher level work.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the gardening and grounds services industry and 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:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- minor pruning/cutting or similar garden functions,
- install watering systems,
- basic tractor operations including grounds/sports field functions of watering, mowing, raking or similar.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,

may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- simple layering, grafting, propagation or similar,
- installation and maintenance of a wide range of watering systems,
- identification of common pests and diseases and appropriate control,
- co-ordinate grounds equipment maintenance and assist in its purchase,
- formulate, prepare and apply herbicides and pesticides,
- selecting, establishing and maintaining simple gardens,
- apply appropriate pesticides, weedicide or speciality fertilisers,
- advanced tractor operations requiring the set up and calibration of a broad range of implements to undertake more complex grounds functions,
- collect detailed data.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- prepare, formulate and pasteurise soil mixes,
- collection of seed and cuttings by species,
- determine best conditions for cultivation of a specific collection of plants, compose soil mixes and maintain collection.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

• understand and apply quality control techniques to a level equivalent to their skill and knowledge,

- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for gardening and grounds services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level tasks plus:

- specialised pruning, transplanting, layering and grafting,
- identification and treatment of pest and diseases,
- select, formulate, apply and evaluate horticultural products i.e. chemicals/fertilisers, specialised soil mixes,
- contribute to the maintenance of plant labels consistent with international classifications,
- implement nursery hygiene and environment programs,
- training of apprentices.

## HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities and recording systems including computerised systems,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

• plan, oversee and construct significant garden features.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Gardening and Grounds Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 4.7: Transport

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

## **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

#### TRANSPORT

To cover all duties of ancillary employees at the appropriate level associated with: -

- driving including motor vehicles, motor freight, trucks and buses,
- vehicle courier work involving pathological specimens, records, and results,
- basic maintenance care and custody of vehicles.

## HEALTH ANCILLARY EMPLOYEE LEVEL 1

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of transport services,
- perform work of a general nature under supervision of either a Transport Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,

- instruction given is by way of verbal, written or diagrammatic direction,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Typical duties at this level include:

- interior and exterior cleaning of vehicles,
- greasing motor vehicles,
- fitting tyres to motor vehicles,
- maintaining vehicles cleaning equipment,
- checking and maintaining levels of air pressure, fuel and oil etc. of vehicles,
- removing and attaching ancillary equipment to vehicles upon delivery and prior to disposal,
- loading and unloading vehicles,
- maintaining cleanliness of worksite,
- any driving incidental to the above activities,
- any clerical duties incidental to the above activities.

## HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the transport services industry and 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:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- operate fuel outlet,
- driving rigid motor vehicle having makers capacity at 1.2 tonnes or less,
- any clerical duties incidental to the above activities.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,

- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- driving the following vehicles:
  - o rigid motor vehicle having a maker's capacity over 1.2 tonnes but under 6.99 tonnes,
  - $\circ$   $\;$  passenger vehicle with seating capacity of less than 25 passengers,
- any clerical duties incidental to the above activities.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- driving the following vehicles:
  - o passenger vehicle with a seating capacity of 25 passengers or more,
  - o rigid motor vehicle having a maker's capacity of 7 tonnes and over,
  - o articulated vehicle having a maker's capacity less than 21 tonnes,
- any clerical duties incidental to the above activities,
- training and instructing employees in the safe and efficient operation of vehicles prescribed in Levels 1, 2, 3 and 4.

## HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

• understand and apply quality control techniques to a level equivalent to their skill and knowledge,

- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for transport services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- driving the following vehicles:
  - o articulated vehicle having a maker's capacity of 21 tonnes and over,
  - o heavy trailer combination having a maker's capacity of 21 tonnes and over,
  - any clerical duties incidental to the above activities,
- training and instructing employees in the safe and efficient operation of vehicles prescribed in Levels 1, 2, 3, 4 and 5.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities and recording systems including computerised systems,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 5 and Team Leader activities as defined.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Transport,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

### Schedule 4.8: Facility Services

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

## **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## FACILITY SERVICES

To cover all duties of ancillary employees at the appropriate level associated with: -

- maintenance, relocation, repair, alteration, modification and production of equipment, aides or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the health unit,
- maintenance of and cleaning of outside areas, including rubbish collection and removal and sump cleaning and maintenance,
- other duties consistent with those defined by this stream that may include the rehabilitation of clients, client supervision,
- trade or post-trade service and liaison with other Health Unit Staff.

# HEALTH ANCILLARY EMPLOYEE LEVEL 1

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of facility services,
- perform work of a general nature under supervision of either a Facility Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- clean facilities, toilets, contents and vehicles inside and out,
- minor maintenance to buildings, fences, grounds, contents and equipment and assist in higher level work,
- rubbish collection and disposal,
- assist in loading and unloading of stores, furniture, materials and similar,
- incidental driving requiring a class 1 or 4 license,
- clean and maintain swimming pool and surrounds,
- appropriate recording of data.

## HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the facility services industry and 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:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- request repairs to equipment,
- co-ordinate and arrange service and repairs to vehicles and equipment,
- general facility maintenance, not to trade standard, including painting and minor repairs to buildings.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,

- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- perform stock-take and order, receive, store, issue, imprest and issue goods/supplies,
- operate a fork-lift.

## HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

• design, modify, and construct major items/equipment not to a trade standard.

## HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,

- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for facility services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

• any registered trades work considered appropriate for inclusion.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities and recording systems including computerised systems,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Facility Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

### OR

Activities associated with Level 6 and Team Leader activities as defined.

### Schedule 4.9: Security

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. All employees are required to undertake ancillary administrative tasks including those associated with legislative provisions relating to the preparation, handling and storage of food, chemical safety and occupational health, safety and welfare,
- 5. All employees will be required to undertake training in tasks as required.

#### **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## SECURITY

To cover all duties of ancillary employees at the appropriate level associated with: -

- the maintenance of security of the health unit including personnel and goods and personal effects which may include some client contact,
- the operation of, testing and maintenance, as appropriate of security equipment including radios, computer terminals and surveillance equipment,
- the provision of first aid and fire warden services and the maintenance of associated equipment,
- crowd control and emergency procedures including evacuation.

## HEALTH ANCILLARY EMPLOYEE LEVEL 1

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo up to 6 months orientation program relating to the provision of security services,
- perform work of a general nature under supervision of either a Security Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

• generally labour intensive in nature,

- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Typical duties at this level include:

- assist in security tasks,
- lock and unlock doors,
- operation of gates,
- assist with lost and found,
- assist in energy conservation.

## HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level have limited experience in the security industry and 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:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- operation of a radio/communication equipment,
- control of access,
- as a member of a team assist with crowd control,
- the preparation of incident statements/patrol reports.

## HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,

- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- patrolling activities, both inside and outside, either on foot or by car,
- assist with emergency response procedure,
- provide security at special functions,
- provide crowd control and request compliance to regulations,
- assist with violent clients,
- the checking for correct operation of plant and equipment including firefighting equipment,
- the day to day operation, testing, monitoring and response to surveillance/alarm/communication systems and/or radio and TV communication equipment,
- responsible for the security of buildings contents and grounds,
- issue of and control of keys and ID cards,
- staff security desks and control access in entry foyers and on secure levels of public buildings.

### HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- co-ordinate evacuation in emergency,
- operate, monitor and test complex alarm, surveillance and evacuation systems and co-ordinate an appropriate response from a given range of responses,
- preparation of statements and writing of reports relating to investigation of security breaches.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 5

Employees at this level will be required to apply skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for security services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

#### HEALTH ANCILLARY EMPLOYEE LEVEL 6

Employees at this level will be required to apply skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities and recording systems including computerised systems,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

## HEALTH ANCILLARY EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Security Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## SCHEDULE 5: SOUTH AUSTRALIAN GOVERNMENT PRINTING INTERIM AWARD

The work level definitions in this Schedule replace those detailed in Clause 1.8 of the *South Australian Government Printing Interim Award* (the Award).

From the first full pay period commencing on or after the date of approval of the Agreement by the Commission:

• For employees employed pursuant to the Award within the Department of the Premier and Cabinet, the following work level definitions are to be read in conjunction with the Department of the Premier and Cabinet's *Government Publishing SA Competency Based Training and Classification Framework.* 

#### CLASSIFICATION OF EMPLOYEES

The employer will classify employees within the Printing Employees structure having regard to the work level definitions prescribed in accordance with this Schedule. For the purposes of Government Publishing, within the Department of the Premier and Cabinet these work level definitions should be read in conjunction with the Department of the Premier and Cabinet's *Government Publishing SA Competency Based Training and Classification Framework.* 

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.11 of *South Australian Government Printing Interim Award*.
- 5. All employees will be required to undertake training in tasks as required.

## **TEAM LEADER ACTIVITIES**

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed,
- where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

#### PRINTING EMPLOYEE GRADE 1 (PE-1)

#### Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of printing services,

- perform work of a general nature under supervision of either a Printing Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- knock-up, lift and carry paper,
- assist in a non-trades capacity in the running of binding equipment,
- learn to count stock and understands numbering,
- basic manual folding work,
- wrap, pack and dispatch finished products,
- learn to operate a shredder, motorised pallet truck,
- as directed assist in the preparation, cleaning and maintenance of presses,
- sort mail including weighing or preparation of documentation,
- tagging and keeping mail bags up to date and to Australian Post Quality Standards,
- perform housekeeping duties,
- operate low volume photocopiers,
- handle, count, collate and fold paper to pre-determined standards,
- learn to operate and run basic non-trade binding equipment,
- learn to operate computer based equipment for enquiry purposes.

#### PRINTING EMPLOYEE GRADE 2 (PE-2)

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- work under general direction either individually or in a team environment,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- assisting with basic duties on printing machine under direct supervision such as loading, stacking and removing paper,
- performs stock recording and basic operation of a computer terminal,
- drive forklifts of varying capacities,

- prepares and completes complex non-trade binding work, by machine and hand processes,
- set and operate jacket loading equipment,
- set and operate microfilm duplicators,
- copyhold and assist readers,
- set, operate and control plan printing equipment,
- set, operate and control automated mailing equipment,
- maintain and control stock levels within a store facility,
- answer client enquiries,
- clerical duties associated with the above.

## PRINTING EMPLOYEE GRADE 3 (PE-3)

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- work under general direction either individually or in a team environment,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties include all lower level duties plus:

- routine setting, adjustment and operation of basic similar pieces of binding or finishing equipment such as plastic laminator, wire binder and thermal binder,
- set and operate flow and auto feed microfilming cameras,
- control and operate medium volume photocopiers, including preparing basic copy for production,
- make electrostatic plates using camera or electrostatic platemaker,
- set and operate computer operated microfilming equipment,
- set and operate large microfilming cameras,
- set and operate film processors and developers,
- assisting with basic duties on a printing machine such as loading, stacking and removing paper.

## OR

Activities associated with Level 2 and Team Leader activities for no more than 10 employees as defined.

## PRINTING EMPLOYEE GRADE 4 (PE-4)

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

- tasks performed require skill specialisation and/or extensive training,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,

- responsible for fault identification and rectification of machines working on to the level of training received,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- work under general direction either individually or in a team environment,
- may from time to time perform work of a lower level.

Typical duties include all lower level duties plus:

- control and operate high volume photocopiers in a specialised printing environment,
- setting, adjustment and operation of a variety of binding and finishing equipment such as paper borer, stapler and guillotine,
- operate computer controlled systems using intermediate keyboard skills relevant to the primary role in which the employee is employed.

OR

Activities associated with Level 3 and Team Leader activities for no more than 10 employees as defined.

## PRINTING EMPLOYEE GRADE 5 (PE-5)

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
  may require the setup, program and operation of complex machinery, equipment and/or facilities
- requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- work under general direction either individually or in a team environment,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- 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,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for printing services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties include all lower level duties plus:

- set, control and operate small offset presses and/or operate specialist high volume, complex computer controlled copiers in a specialised printing environment,
- knowledge and application of computer techniques relating to the production process,
- undertake routine maintenance lubrication and elementary diagnosis of faults to the level of the employees training,
- use of print control applications and associated tools (e.g. MicroPress) for the preparation of artwork and high-level formatting of documents prior to printing,
- use of print control applications and associated tools (e.g. MicroPress) for setting digital printers to attain regular output.

Activities associated with Level 4 and Team Leader activities for no more than 10 employees as defined.

## PRINTING EMPLOYEE GRADE 6 (PE-6)

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- work under general direction either individually or in a team environment,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- 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,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties include all lower level duties plus:

- exercising high precision trade skills using various materials and/or specialised techniques,
- operation of computer equipment used to generate or manipulate data required for the production of printed matter including the operation of desktop systems producing basic artwork,
- installing, repairing and maintaining, testing, modifying, commissioning and or fault finding on all
  machinery and equipment which requires the ability to read and understand mechanical drawings and
  electrical circuits pertaining to printing equipment,
- undertake maintenance procedures including lubrication, elementary diagnosis of faults and replacement of components to the level of the employees training,
- assist with costing of routine production work and provision of advice to customers regarding standard charges,
- use of print control applications and associated tools (e.g. MicroPress) for the enhancement or editing
  of artwork and production of compound documents prior to printing,
- use of print control applications and associated tools (e.g. MicroPress) for setting digital printers to attain complex output.

OR

Activities associated with Level 5 and Team Leader activities for no more than 10 employees as defined.

## PRINTING EMPLOYEE GRADE 7 (PE-7)

Employees at this level will be either:

1. A tradesperson with high level of skills. This level requires the ability to consistently produce work to industry standards and the completion of additional training relevant to the trade.

- works under broad direction either individually or in a team environment,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,

- provides guidance and assistance within their level of expertise to other employees,
- assists in the provision of on-the-job training of employees,
- exercises discretion within their level of skills and training,
- discusses work quality and requirements of finished product with clients,
- initiates and programs detailed work functions,
- may from time to time be required to perform work of a lower level,
- 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.

Typical duties include all lower level duties plus:

- set, operate and control specialist equipment and tools to produce printed and finished work of a complex nature,
- installing, repairing and maintaining, testing and modifying, commissioning and or fault finding on complex machinery and equipment that utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems,
- working on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising of interconnected circuits,
- working on complex or intricate interconnected electrical circuits,
- formatting complex documents (e.g. tables, graphics, variable type face and specific form) using appropriate software applications to ensure that established standards are maintained,
- undertaking designated proofreading tasks to ensure that artwork produced is accurate and appropriate publishing processes are maintained.

#### OR

2. Activities associated with Level 6 and Team Leader activities for no more than 10 employees as defined.

## OR

3. Required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Printing Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- 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,
- perform the duties of lower levels as required.

## PRINTING EMPLOYEE GRADE 8 (PE-8)

An employee at this level will be a specialist tradesperson with exceptional skills. This level requires the ability to consistently produce work to industry standards and the completion of additional training relevant to the trade.

Work at this level is characterised by the following:

- works under broad direction either individually or in a team environment,
- understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures,
- recognises and performs standard work without written instructions,
- provides guidance and assistance within their level of expertise to other employees,
- assists in the provision of on-the-job training of employees,
- exercises discretion within their level of skills and training,
- discuss work quality and requirements of finished product with clients,
- ability to interpret complex instructions and procedures,
- may from time to time be required to perform work of a lower level,
- 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.

Typical duties include all lower level duties plus:

- set, operate and control complex printing equipment and tools to produce printed and finished work of a complex and intricate nature.
- liaise with customers and provide advice to both internal and external customers on formats, layouts, printing and finishing etc (in centralised or decentralised locations) and attainable quality levels;
- work on machines or equipment which utilises highly complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- work on machinery or equipment which utilises highly complex electrical/electronic circuitry and controls;
- work on instruments that make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- work on complex or intricate interconnected circuits at a level above Level 7;
- creating or producing complex original design or finished artwork using appropriate software applications to ensure that established standards are maintained.

OR

Activities associated with Level 7 and Team Leader activities for no more than 10 employees as defined.

## PRINTING EMPLOYEE GRADE 9 (PE-9)

An employee at this level will in addition to working at the level of Printing Employee Grade 8 perform team leader duties as defined.

#### SCHEDULE 6: SOUTH AUSTRALIAN GOVERNMENT SERVICES AWARD

The work level definitions in this Schedule replace those detailed in Clause 1.6 and the Activities detailed in Schedule 4 of the *South Australian Government Services Award* from the first full pay period commencing on and from 1 September 2010.

Schedule 6.1: Catering Services Schedule 6.2: Guide, Recreational and Personal Services Schedule 6.3: Horticultural Services Schedule 6.4: Primary Industries Schedule 6.5: Security Services Schedule 6.6: Support Services

## Schedule 6.1: Catering Services

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling,
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment,
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment,
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*,
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities. (This may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 1**

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of catering services,
- perform work of a general nature under supervision of either a Catering Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- preparation of vegetables, meat, salads, sandwiches, can foods and make toast,
- assist to serve, plate and deliver food,
- tea and coffee making and serve beverages,
- load and unload goods,
- clean servery and empty bins,
- wash utensils and equipment, kitchen floors and dishes,
- spot cleaning and tidy fridges, stoves, canteen etc.,
- arrange cafeteria tables and chairs,
- food preparation and serving in deli/canteen.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 2

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- stocking and maintaining cleanliness and notifying any damage to vending machines,
- preparation of breakfasts, soups, gravies and fast serve foods (for example sausage rolls, wraps and bacon and eggs),
- receive stock, reconstitute (requiring decision on temperature and time selection) and plate frozen food,
- check off stock lists,
- switch on required equipment,
- cashier duties (not independent reconciliation of cash),
- notify food complaints.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 3**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- cook cafe style food items (e.g. french fries, pasta and hamburgers). This does not include food items which require complex recipes,
- collate menus and make up bulk orders (manually),
- assist in and attend special functions,
- unlock work areas.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- organise and supervise special functions,
- responsible for all food and beverage served,
- order and control non-production food lines.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,

• may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for catering services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- Trades Cook with associated duties of: -
- balance menu,
- cooks all general and specialty items,
- train apprentices,
- oversight of cooking staff.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

### OR

Activities associated with Level 5 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- post trade pastry cook with duties of: -
  - make, bake and decorate cakes and pastries,
  - yeast preparation,
  - post trade specialty items of butchering,
  - caters for silver service, a-la-carte functions.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 7**

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of instruments and consumables used in Catering Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 6.2: Guide, Recreational and Personal Services

## CLASSIFICATION OF EMPLOYEES

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 1 Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of guide, recreational and personal services,
- perform work of a general nature under supervision of either a Guide, Recreational, and Personal Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- assist with ensuring the health, hygiene and safety of children in care,
- assist with the implementation of the early childhood programme as directed,
- preparation of snacks, food and beverage items,
- photocopy and collate education packages and publicity material,
- Learn how to umpire at sporting matches, e.g. netball, soccer, cricket,
- assist qualified swimming instructors.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 2**

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- assist in the preparation, implementation and evaluation of child care developmental programs and programs suited to the needs of individual children and groups,
- be aware of and check the safety and storage of equipment and materials used by children,
- apply established child care practices and procedures,
- reception duties appropriate to the occupational calling,
- receive monies/cashier duties,
- the sale of exhibition, guide material and tickets and balance monies received,
- provide general directions and assistance to members of the public,
- provide instruction in weights/hi-tech areas in a sports facility,
- ensure pool users have regard to safety issues and properly use the facilities.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- inspect campsite/recreation facility for maintenance matters and undertake appropriate action,
- liaise with user groups as to daily requirements and attend to the same,
- undertake appropriate recreational/campsite records including the ordering of supplies, reconciliations and timesheets,
- assist clients in the undertaking of recreational and craft activities,
- provide swimming instruction to clients,
- provide directions to members of the public including detailed interpretation of points of interest, location of services and sources of information,
- conduct tours for students and the general public,
- provide visitor information services including the detailed interpretation of natural history and park resource information as provided,
- contribute to the preparation of information sheets, brochures, park fact sheets, interpretative presentations, audio visual displays, advertising and promotional articles and newsletters,
- provide crowd control and request compliance to regulations,
- control visitor use in accordance with the national parks and wildlife act and regulations.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- assist in the evaluation, implementation and design of recreation programs,
- establish, co-ordinate, promote and supervise a varied recreational program and assist with the testing of physical fitness and where necessary instruct/coach in a range of recreational pursuits, including swimming, weight training and aerobic programs.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for guide, recreational and personal services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- guide and direct unqualified child care workers,
- develop, plan, implement and evaluate a child care programme designed to create a nurturing environment,
- administer medication to children on parents or medical authority and keep appropriate records,
- develop, implement and evaluate daily child care routines.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients;
- assist in administrative functions as required commensurate with the work activity;
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 7

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Guide, Recreational and Personal Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 6.3: Horticultural Services

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# **GOVERNMENT SERVICES EMPLOYEE LEVEL 1**

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of horticulture services,
- perform work of a general nature under supervision of either a Horticulture Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- maintenance of grounds, gardens, sports fields, and facilities by undertaking such tasks as mowing, weeding, edging, fertilising, watering, rubbish collection and cleaning using appropriate equipment and including minor maintenance of such equipment/facilities,
- assist in the installation and maintenance of watering systems including automatic systems,
- assist trade gardeners,
- apply pesticides, herbicides and fertilisers, under direction using manual techniques e.g. hand pump, backpack,
- minor construction work i.e. fences and assist in higher level work.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 2**

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- minor pruning/cutting or similar garden functions,
- install watering systems,
- basic tractor operations including grounds/sports field functions of watering, mowing, raking or similar.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 3**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- simple layering, grafting, propagation or similar,
- installation and maintenance of a wide range of watering systems,
- identification of common pests and diseases and appropriate control,
- co-ordinate grounds equipment maintenance and assist in its purchase,
- formulate, prepare and apply herbicides and pesticides,
- selecting, establishing and maintaining simple gardens,
- apply appropriate pesticides, weedicide or speciality fertilisers,
- advanced tractor operations requiring the set up and calibration of a broad range of implements to undertake more complex grounds functions,
- collect detailed data.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- prepare, formulate and pasteurise soil mixes,
- collection of seed and cuttings by species,
- perform as required a range of support functions to assist in experimental procedures,
- determine best conditions for cultivation of a specific collection of plants, compose soil mixes and maintain collection.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,

• may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for horticulture services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- specialised pruning, transplanting, layering and grafting,
- tree surgery, lopping and felling using a range of non-mechanical/mechanical equipment,
- identification and treatment of pest and diseases,
- select, formulate, apply and evaluate horticultural products i.e. chemicals/fertilisers, specialised soil mixes,
- contribute to the maintenance of plant labels consistent with international classifications,
- implement nursery hygiene and environment programs,
- pick off seedlings and pot off rare or endangered plants,
- liaise with the South Australian Country Fire Service regarding bushfire control,
- training of apprentices.

### **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 5 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- control activities in a section or a specialised public garden e.g. heritage garden,
- plan, oversee and construct significant garden features,
- undertake complex horticultural techniques,
- curate and care for plants which have undergone quarantine treatment,
- develop, maintain and improve educational displays of plant material,
- landscape planning for minor botanical projects,
- undertake tissue culture.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 7**

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Horticulture Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

### OR

Activities associated with Level 6 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- in consultation with botanical and technical staff curate the development of collections,
- in consultation with supervisors plan major botanical landscaping projects including irrigation, suitable for the botanical gardens,
- liaise with technical staff in the keeping of records and plantings to an international standard for botanic gardens,
- understand and operate computer controlled environment and associated equipment and make adjustments as required,
- control activities across a range of gardens/nurseries,
- co-ordinate the training of staff within a group as team leader,
- liaise with internal and external maintenance contractors to check they adhere to standards within advanced trade knowledge,
- by using advanced knowledge give on the spot practical advice to public enquiries,
- on work site projects co-ordinate, the work team involving liaison with staff and outside contractors,
- apply advanced working knowledge of the principals of naming plants.

## Schedule 6.4: Primary Industries

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# **GOVERNMENT SERVICES EMPLOYEE LEVEL 1**

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of primary industries services,
- perform work of a general nature under supervision of either a Primary Industries Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- assist with routine animal husbandry tasks (feeding, watering, undertaking paddocking, cleaning and maintenance of stalls and yards) as part of normal farm operations,
- perform routine planting, pruning, plant propagation and harvesting under direction, utilising nonmechanical hand tools,
- perform routine laboratory measurements and functions (e.g. herbage sorting, counting cysts and galls),
- pick, collect, count, sort, agricultural products such as eggs, herbage, fruit, wool in accordance with pre-determined schedules,
- record basic data from measurement/sorting activities in single task operations,
- apply pesticides/herbicides and fertilisers as directed, using manual techniques (i.e. hand spray, knapsack),
- assist with routine farming and horticultural tasks which include non-tractor sowing, mowing, planting, handling and feeding of livestock (including horses), and minor construction e.g. fencing,
- routine operation of equipment, not requiring adjustment such as hand mowers,
- assist with data collection for experimental or farm operations including the reporting of simple observations of plant/animal performance growth and health,
- park and clean vehicles requiring a class c (car) licence,
- incidental driving requiring a class c (car) licence,
- clean and maintain livestock and horse housings, stalls and yards, as directed,
- assist in the operation of a glass house complex by sowing seed into prepared mixes, caring for and maintaining plants,
- as a team member undertake routine tasks associated with fruit fly eradication programs,
- prepare, wash, clean, sterilise laboratory equipment and media production,
- assist technical officers in research laboratories, e.g. medial production, prepare dishes/vessels for all uses,
- undertake training in lr (light rigid) vehicles, mr (medium rigid) vehicles, atv and tractors, as appropriate.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 2**

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- routine minor maintenance and cleaning of agricultural equipment, buildings and plant e.g. greasing, the maintenance of fuel levels, minor repairs,
- perform routine native animal husbandry tasks (feeding, watering, cleaning and maintenance of housings) as part of normal park operations,
- prepare, set-up, monitor and maintain, trays and wicks, install additional grids and keep associated records for fruit fly lures,
- answer householder enquiries regarding larvae in fruit and the placement of fruit fly lures,
- inspect vehicles and trailers for fruit and vegetables, confiscation of same, and associated record keeping at roadblocks and stations,

- undertake basic tractor operations including broad acreage functions, e.g. feeding, watering, harrowing and raking,
- provide support as a member of a team to research and agricultural officers by assisting with data collection, maintaining records and sampling,
- assist in nursery maintenance including agricultural plant propagation, cuttings and bench grafting,
- undertake farming and animal husbandry support duties to research staff as part of normal farm operations (e.g. spraying, weed control, feeding),
- undertake pneumatic pruning under supervision,
- assist in the manufacture, repair and maintenance of canvass and leather articles associated with saddlery,
- assist in minor veterinarian procedures and undertake artificial insemination procedures,
- assist technical officers in more specialised tasks within research laboratories e.g. prepare records for media production, dispense agar, maintain laboratory equipment, prepare media in special vessels,
- assist with arrangements for the transport of park/native animal's interstate, including crating, shipping and receipt,
- maintain and input data relating to animals, including native animal histology work,
- undertake native animal husbandry support duties to research staff as part of normal park operations (e.g. breeding, feeding),
- assist in the preparation, training and presentation of animals and reptiles for public display,
- assist senior staff in the planning, preparation and refurbishment of animal management and display plans,
- provide general directions and assistance to park visitors.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- perform support functions of a sector of research centre operations e.g. animal husbandry, orchard pest and disease monitoring,
- operate glasshouse facilities,
- collect data using acquired skills relating to crop, flock or herd management (e.g. mid-size fleece samples of shearing),
- manufacture, maintain and modify plant, equipment and buildings (e. construction and sheep yard from plan),
- apply the viticulture skills of bunching, thinning and trimming to table grapes,
- training of young vines,
- undertake plant propagation, including grafting and budding,
- data collection for experimental or farm operations including the reporting of observations of plant/animal performance, growth and health,

- responsible for the security of buildings, contents and grounds,
- formulate, prepare and apply herbicides/pesticides,
- assist technical/research officers in the most specialised laboratory functions, e.g. prepare a range of microbiological culture media with regard to specified tolerances, use a range of laboratory equipment,
- undertake tractor operations requiring intensive agricultural and research activities and/or more complex broad acreage functions e.g. boom sprays, seed combines, including the setup of implements for lower level functions,
- assist in major veterinarian procedures,
- assist in setting up and involvement in research projects by undertaking day to day data collection including blood tests, urine samples and other bio-physical measurements,
- prepare, train and present animals and reptiles for public display pursuant to general direction within the confines of the park,
- butcher and skin stock, bone out and package meat, operate bandsaw and mincer (not for human consumption),

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

## OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- operate, maintain and set up complex machinery or equipment i.e. harvester,
- contribute to the development of operational plans and ensure that a specialised function is achieved in accord with approved plans (e.g. complex research centre irrigation involving the maintenance of extensive records and their interpretation to enable the efficient irrigation of various crops, consistent with predetermined irrigation parameters),
- prepare, train and present animals and reptiles for public display under limited direction outside of the park,
- undertake training in Level 5 tasks,
- prepare, train and present animals and reptiles for public display under limited direction outside of the park.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

• understand and apply quality control techniques to a level equivalent to their skill and knowledge,

- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for primary industries.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 7**

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Primary Industries,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

## OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 6.5: Security Services

## **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if:

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

# **GOVERNMENT SERVICES EMPLOYEE LEVEL 1**

## Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of security services,
- perform work of a general nature under supervision of either a Security Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- assist in security tasks,
- lock and unlock doors,
- operation of gates,
- assist with lost and found,
- assist in energy conservation,
- assist with providing first-aid as required.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 2**

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- operation of a radio,
- control of access,
- as a member of a team assist with crowd control,
- the preparation of incident statements/patrol reports,
- receive monies/cashier duties.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 3**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- patrolling activities, both inside and outside, either on foot or by car,
- assist with emergency response procedure,
- provide security at special functions,
- provide crowd control and request compliance to regulations,
- assist with violent clients,
- the checking for correct operation of plant and equipment including firefighting equipment,
- the day to day operation, testing, monitoring and response to surveillance/alarm/communications systems and/or radio and tv communication equipment,
- responsible for the security of buildings contents and grounds,
- issue of and control of keys and id cards,
- staff security desks and control access in entry foyers and on secure levels of public buildings.

### **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

#### OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- exercise legislative powers such as power of arrest and associated requirements,
- co-ordinate evacuation in emergency,
- undertake body searches and operate metal detecting equipment,
- the security of high profile senior members of the government, judiciary and public,
- operate, monitor and test complex alarm, surveillance and evacuation systems and co-ordinate an appropriate response from a given range of responses,
- preparation of statements and writing of reports relating to investigation of security breaches,
- assist in the undertaking of special security assignments e.g. within the court precinct,
- train in and where necessary, exercise the powers of special constables.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,

- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for security services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 4 and Team Leader activities as defined.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 7**

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Security Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

## Schedule 6.6: Support Services

### **CLASSIFICATION OF EMPLOYEES**

The employer will classify employees within the Government Services Employees structure having regard to the work level definitions prescribed in accordance with this Schedule.

An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if:

- 1. The tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling.
- 2. Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.
- 3. Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.
- 4. Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and the task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of the *South Australian Government Services Award*.
- 5. All employees will be required to undertake training in tasks as required.

## TEAM LEADER ACTIVITIES

Team Leader activities means:

- allocate, and determine work priorities (this may include the requirement to set and prioritise work
  parameters for other employees of the same level within the scope of the activity being undertaken),
- inspect and ensure the quality of work undertaken by employees,
- advise group members 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,
- ensure that labour, tools, materials and equipment are available, used efficiently and safely where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

#### GOVERNMENT SERVICES EMPLOYEE LEVEL 1 Introductory Level

Employees at this level:

- have limited or no previous relevant experience,
- are unqualified and undergo an up to 6-month orientation program relating to the provision of support services,
- perform work of a general nature under supervision of either a Support Services Employee classified at Level 2 or above or an appropriate qualified employee,
- are subject to a probationary period of six months,
- are able to work within a multi-disciplinary team,
- develop knowledge and understanding in relevant legislative requirements.

Work at this level is characterised by the following:

- generally labour intensive in nature,
- may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- performed under direct instruction,
- instruction given is by way of verbal, written or diagrammatic direction,
- 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 on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include:

- minor maintenance to buildings, fences, grounds, contents and equipment and assist in higher level work,
- rubbish collection and disposal,
- assist in loading and unloading of stores, furniture, materials and similar,
- incidental driving requiring a class 1 or 4 license,
- assist in the preparation/fabrication of classroom/student aides and rooms,
- clean and maintain swimming pool and surrounds,
- assist to record, assemble and collate film packages, audio visual materials and copies,
- assist in operating and maintaining audio visual equipment, printers, copiers and similar,
- operate a passenger lift,
- appropriate recording of data.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 2**

Employees at this level perform a range of tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- 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,
- performed under general direction,
- require the exercise of limited judgement in the execution of their own work,
- instruction given is by way of general verbal, written or diagrammatic direction,
- provide assistance and co-operation to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level,
- employees perform routine functions requiring the undertaking of clear and straight forward instruction.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Typical duties at this level include all lower level duties plus:

- initiate requisition for repairs to equipment,
- the use of shampooing machinery requiring the calibration, selection of chemicals and adjustment of pressures,
- the stripping and resealing of floors requiring selection of chemicals, equipment and accessories,
- assist in the movement, erection and dismantling of valuable/unique displays, exhibitions,
- assist in photographic reproduction,
- co-ordinate and arrange service and repairs to vehicles, equipment and display cases,
- general facility maintenance, not to trade standard, including painting and minor repairs to buildings,
- prepare and fabricate aides, cases and equipment.

## GOVERNMENT SERVICES EMPLOYEE LEVEL 3

Employees at this level will have experience relevant to undertake the duties required and will be required to perform 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:

- prerequisite skills have been acquired through relevant experience and/or training,
- may require the operation of machinery, equipment and/or facilities, and recording systems including computerised systems, requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- performed under general direction,
- exercise judgement and initiative in the day to day execution of their own work,
- instruction given is by way of general direction,
- provide assistance and co-operation to other employees,

- tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 2 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- keep records on the condition of works of art and other display items,
- prepare and/or organise as appropriate signage for exhibitions and displays,
- perform stock-take and order, receive, store, issue, imprest and issue goods/supplies,
- operate a fork-lift,
- undertake minor photography,
- the packing, unpacking, loading, unloading, handling, transport and storage of valuable/unique displays, works of art and exhibitions,
- calibrate water testing equipment and undertake testing procedures,
- operate rock and core sawing machine,
- receive, check, index, pack, stack, label, code, and store mineral core and associated samples and maintain appropriate records.

### **GOVERNMENT SERVICES EMPLOYEE LEVEL 4**

Employees at this level will have experience relevant to undertake the duties required and will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the setup, program and operation of machinery, equipment and/or facilities and recording systems including computerised systems,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 3 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- liaise with appropriate authorities on remote outback procedures and select equipment as appropriate,
- design, modify, and construct major items/equipment not to a trade standard,
- training of personnel in off-road vehicles and radio communications equipment.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 5**

Employees at this level will be required to apply trade skills, or equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- may from time to time perform work of a lower level or incidental to their area of expertise.

Work at this level may include contributing to on-going review, development and implementation of guidelines and procedures for support services.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

### OR

Activities associated with Level 4 and Team Leader activities as defined.

Typical duties include all lower level duties plus:

- any registered trades work considered appropriate for inclusion,
- pathology work requiring the removal of specific human organs during autopsy without continuing and immediate supervision,
- preparation of tissues removed at autopsy for further study.

## **GOVERNMENT SERVICES EMPLOYEE LEVEL 6**

Employees at this level will be required to apply either post trade or equivalent skills derived from specialist training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the setup, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- monitor and implementation of and compliance with workplace policies and procedures,
- contribute to the development and implementation of such policies and procedures as required,
- ensure maintenance of documentation to meet workplace requirements,
- ensure maintenance of safe environment for employees and clients,
- assist in administrative functions as required commensurate with the work activity,
- training employees,
- may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

OR

Activities associated with Level 5 and Team Leader activities as defined.

#### **GOVERNMENT SERVICES EMPLOYEE LEVEL 7**

Employees at this level will be required to apply a combination of knowledge and experience to perform the duties at this level and on the job supervisory activities.

Employees at this level will be responsible for their own work and regularly exercise initiative, discretion and judgement in the performance of their duties.

An employee at this level will understand the operation of the agency and report directly to either a Chief Executive/Director of Nursing in a Regional Health Service or Executive position.

Employees at this level will:

- be responsible for the co-ordination of the duties of employees under their supervision, including work output and quality of work undertaken by employees,
- undertake rostering of employees including an appropriate skill mix allocation,
- where necessary formulate, facilitate and evaluate the training of employees,
- ensure compliance with occupational, health and safety requirements,
- plan for preventative maintenance,
- organise and authorise the repair of damaged instruments and equipment,
- demonstrate an extensive knowledge of equipment used in Support Services,
- be responsible for assisting in the selection, recruitment, counselling and performance assessment of employees under their supervision in accordance with policies and procedures,
- oversee and be responsible for reporting to any accreditation bodies,
- perform the duties of lower levels as required.

OR

Activities associated with Level 6 and Team Leader activities as defined.

#### SCHEDULE 7: INTELLECTUAL DISABILITY SERVICES AWARD

The work level definitions in this Schedule are the same as those provided in Schedule 2 of the *Intellectual Disability Services Award* and are operative as and from 1 April 2008.

### STANDARDS

#### **Group Standard**

The objective of the classification structure for the Disability Services Officer group is to develop and maintain a competent and trained workforce that delivers appropriate standards of care to clients and undertakes tasks and participates in activities that enhance client lives and encourage and enable their participation and contribution within the South Australian community.

The Disability Services Officer provides the full range of *home care* and *personal care* activities for clients to the extent of the level of client independence.

The Disability Services Officer contributes to the development, implementation, evaluation and modification of individual health and lifestyle planning for clients through documenting observations and making recommendations where appropriate.

The Disability Services Officer may be geographically separate from the Supervisor and expected to both make decisions and deal with the consequences of those decisions in accordance with established routines and/or operational judgement in the best interests of the client, the facility, personal safety, and other clients.

Employees will have a level of mobility and while they may be assigned to a single location, they may also be located in any support facility to administer support and assistance to all levels of client disability from high dependency to low dependency according to the operational needs of the organisation. They may care for both high and low support clients in both larger congregate care settings as a team member or operating more remotely in smaller, more typically residential/community housing settings. The Disability Services Officer will be provided with information about all appropriate plans related to individual clients (e.g. healthcare plans, individual assistance plans, etc.).

At all times, the Disability Services Officer has a duty of care to follow each client's Health Plan in a timely and disciplined manner and calling for advice and support from their supervisor/manager if a query or issue arises in the first instance.

#### Qualifications

All personnel employed within the Disability Services Officer Group will hold a Senior First Aid Certificate prior to appointment, which must be maintained.

At all levels, apart from the Disability Services Officer 1 level (DSO1), it is essential to hold the *Certificate III in Community Services, Disability*, an equivalent or a superior level qualification in disability work.

#### Shift Work

The nature of the work is such that it will generally include rosters over 24 hours on a seven day per week basis, and active and passive duty in accordance with the relevant Award and in response to the needs of individual clients.

#### **Terms Defined**

**Clients** – means persons who have been diagnosed with an intellectual disability, who are in formal care situations, and who require support in order to maintain a reasonable standard of life skills and to handle pressures and demands of life.

**Close direction** – means under close direction undertaking a range of operational activities which are generally routine in nature with limited discretion to enable the completion of work assignments. There is scope and generally an expectation that employees will, having regard to defined standards and instructions, utilise some initiative in the performance of activities wherever and whenever appropriate. Supervision of the employee is either direct or readily accessible.

**Limited direction** – means under limited direction conduct a range of operational activities for which there is a general statement of objectives and limited instruction. It is expected that there is a commitment to the wellbeing of the client that will shape the individual actions and attitudes of the employee. Supervision is generally remote but accessible, and limited guidance is expected.

**Home care** – Means tasks involving the provision of domestic assistance and involving the client insofar as is practicable in all aspects. Work may comprise a range of domestic assistance and support functions including cleaning, vacuuming, dusting, washing, ironing, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, shopping, organising appointments, assistance with care of pets and care of indoor and outdoor pot plants and other tasks of a domestic nature.

**Personal care** – means tasks involving the provision of personal care and personal support activities. This may include supporting the client, or assisting the client in activities such as: showering, bathing, lifting, exercising, dressing, undressing, grooming, toileting, moving, eating, drinking, cleaning and fitting and removal of aids and appliances, preparing special diets, monitoring medications, fitting and changing external catheters, accompanying clients to appointments, assisting clients with activities, outings or shopping, assistance with communication and other personal care functions.

**Routine guidance** – involves receiving instruction regarding on job requirements, procedures and methods to be used in new or unusual tasks and situations.

### LEVEL 1

#### Definition

Operational level. Disability Services Officers will undertake *home care* and *personal care* responsibilities for the wellbeing of clients within established routines and procedures, initially under *close direction*.

Training on the job is a feature of the role, and following a limited amount of experience, employees will undertake activities independently although a more senior employee would usually be expected to be available to assist if required. With experience, the Disability Services Officer will be expected to operate with *limited direction*.

At all times, the Disability Services Officer has a duty of care to follow the Health Plan for each client in a timely and disciplined manner and may be expected to call for advice and support from their supervisor/manager for any query or issue which gives the Disability Services Officer cause for concern.

#### Appointment

Employees will hold a current Senior First Aid Certificate and or prior to appointment will be subject to a staff screening process comprising a satisfactory Background Screening and National criminal history check (NCHRC), medical checks and aptitude assessments.

Work will be within established routines, practices and procedures and under routine direction or supervision.

Disability Services Officers Level 1 will be reclassified to Disability Services Officer Level 2 upon obtainment of Certificate III in Individual Support (Disability), an equivalent or a superior level qualification in disability work.

#### Features

This level is the entry level for the vast majority of people entering the personal care field where the Disability Services Officer will acquire, predominantly through on the job training, the basic skills and knowledge necessary to perform a range of activities applicable to the daily care and support of clients of Disability SA Services.

There is a general expectation that the Disability Services Officer at this level will undertake the Certificate III study program to enhance their understanding, appreciation and skills to be more effective in the work environment. However, irrespective of the qualification, the work undertaken is highly important and valuable within the framework of contributing to the quality of life of their clients.

Employees may be located within larger congregate care settings as a member of a team of service providers to ensure the well-being and safety of the clients and to enhance their quality of living. Alternatively, employees may provide direct support in smaller, more typical residential/community housing settings in conjunction with a small team of service providers with similar objectives.

## **Typical Duties**

- Attend to the physical care of clients
- Undertake to the extent required the range of home care and personal care activities for clients
- Provide basic first aid when required
- Report incidents and client health issues as they arise
- · Using an understanding of client needs and preferences, provide client support

 Arrange and/or assist clients with external appointments, recreational activities and accessing community resources and support their attendance

- Provide guidance to clients in everyday living
- Provide clients with medication in accordance with medical instructions

• Follow individual client plans under *routine guidance* where necessary and contribute to the process of evaluation and development of the plan

• Support daily living activities and developmental programs for living skills and behaviour through skills training

- Seek ways in which close working relationships and involvements with families can be encouraged
- Provide support and guidance to clients on everyday living including client medication and human relationships

•Liaise with day program providers and other occupational and recreational therapy providers to ensure consistency of programs with the client's personal plan

• Maintain communication with clients and their families and provide key social, emotional and advisory support services

• Provide reports on client issues as required

• Contribute to the development, implementation, evaluation and modification of individual health and lifestyle support planning for clients

· Organise and supervise social and recreational outings

• Provide advice and assistance to other employees and casual employees

• Assist and/or take a lead role in the provision of therapeutic and developmental programs as part of a multi-disciplinary team according to guidelines established by senior employees

• Undertake domestic and housekeeping duties including meal preparation and dietary supervision.

## LEVEL 2

#### Definition

Senior operational level. Disability Services Officers will undertake *home care* and *personal care* responsibilities for the wellbeing of clients within established routines and procedures.

Employees may be expected to undertake essential activities with a high level of independence.

The Disability Services Officer Level 2 will be expected to operate with *limited direction*.

## Appointment

At this level, the employee will hold a Certificate III in Individual Support (Disability), an equivalent or a superior level qualification in disability work.

Employees will hold a current Senior First Aid Certificate and prior to appointment will be required to satisfactorily complete a Background Screening and National criminal history check (NCHRC) (or possess a current clearance).

If not already employed in the Disability Services Officer stream, prior to appointment the candidate will be subject to a staff screening process comprising satisfactory medical checks and aptitude assessments.

Appointment at this level will be by advertising of established vacancies and formal merit-based appointment processes, with the exception of Disability Services Officers Level 1 who will be reclassified to this level following completion of the qualification requirements.

#### Features

Disability Services Officers at this level will have attained experience prior to attaining this classification, and are expected to develop through experience to become increasingly competent and skilled, particularly in handling client behavioural issues.

### **Typical duties**

The Disability Services Officer Level 2 may undertake any and all of the duties specified for employees at Level 1 (DSO1), and in addition may also undertake additional activities including:

- · Contribute towards the process of evaluation and development of individual client plans
- · Encourage through personal involvement close working relationships with families
- Provide key social, emotional and advisory support services to clients and their families
- Provide advice and support to other Disability Services Officers and other staff.

### DISABILITY SERVICES OFFICER GRADE 2A

(Level to be abolished)

#### DISABILITY SERVICES OFFICER (DSO3)

#### Definition

Supervisory Level. Employees at this level may undertake the full range of *home care* and *personal care* duties for the wellbeing of clients within established routines and procedures.

In addition to these responsibilities, employees will also ensure adequate care and support is being provided within each care facility and to each client. This will involve:

- Monitoring the standards of care provided;
- Providing personal training for Disability Services Officers (Levels 1 and 2);
- Ensuring appropriate staffing provision on a day to day basis, and

Being a principal contact in cases of emergency or other critical incidents.

The supervisor will undertake DSO 1 and 2 Performance Development Plans.

The incumbent will exercise contemporary case management practices/skills in a disability environment including effective interpersonal counselling and mediation skills. Effective implementation of policies and procedures.

#### Appointment

At this level, the employee will hold a Certificate III in Individual Support (Disability) or an equivalent qualification in disability work.

A Certificate IV in Disability and/ or Certificate IV in Leadership and Management are highly desirable standards which would be expected to enhance operations at this level.

Employees will hold a current Senior First Aid Certificate and prior to appointment will be required to satisfactorily complete a Background Screening and National criminal history check (NCHRC), or possess a current clearance.

If not already employed in the Disability Services Officer stream, prior to appointment the candidate will be subject to a staff screening process comprising satisfactory medical checks and aptitude assessments.

Appointment at this level will be by advertising of established vacancies and formal merit-based appointment processes.

#### Features

The nature and support provision is such that a Supervisor may be assigned to a significant work unit with responsibility for a number of direct care staff in a congregate care setting, or to a smaller facility, or for a number of smaller facilities, with responsibility for direct care staff located remotely in a variety of more typical residential/community housing settings.

The Supervisor is responsible to ensure that both the facility and the standards of care are appropriate to the needs of the client, identifying requirements for improvement.

## **Typical duties**

The Disability Services Officer (Supervisor) may undertake any or all of the duties specified for employees at the Disability Services Officers levels (DSO1 and DSO2), and in addition may also undertake additional duties including:

- Oversee the implementation of individual client plans and programs
- Monitor and maintain work performance levels of direct care staff
- · Counsel staff in performing their roles as specified
- Inform manager of key client and staff issues
- · Ensure maintenance of all client case files and organisational records
- Assist with planning, implementation and evaluation of the effectiveness of service goals
- Develop and implement training strategies for staff in conjunction with external support staff
- · Ensure the standards of behaviour, dress standards and personal grooming of staff
- Arrange for replacement staff to cover short term emergencies
- Ensure OHSW operational standards within the area of responsibility

## DISABILITY SERVICES OFFICER LEVEL 4

#### Definition

Site Management / Specialist Level. Employees at this level provide management and specialist services that support people with disabilities, across their lifecycle and in all domains of life to enable access to a quality life with dignity, respect, and social inclusion, in the least restrictive environment. Some or all of the following are required to perform at this level:

- comprehensive knowledge of policies and procedures;
- application of expert disability sector knowledge;
- detailed knowledge of policy, programs, guidelines, procedures and practices of the organisational and relevant external bodies;
- detailed knowledge of statutory requirements.

## Appointment

At this level, the employee will hold one of the following:

- relevant degree with substantial experience;
- post graduate qualification;
- relevant associate diploma with substantial experience; or
- attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform duties required at this level.

Prior to appointment, the candidate will be required to satisfactorily complete a Background Screening and National criminal history check (NCHRC), or possess a current clearance.

Prior to appointment, the candidate will be subject to a staff screening process comprising satisfactory medical checks and aptitude assessments.

Appointment at this level will be by advertising of established vacancies and formal merit-based appointment processes.

#### Features

A person employed as a Disability Services Officer Level 4 will operate under limited direction from senior management and exercise managerial responsibility for various functions or operate as a specialist, a member of a specialised professional team or independently.

Positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.

General features at this level include:

• Establishing operational procedures, practices and programs which impact on activities undertaken and outcomes achieved by Disability Services.

- Responsibility for decision-making and the provision of expert advice to other areas of Disability Services.
- Leading and co-ordinating major work initiatives, which require a good understanding of the long term goals of the organisation.
- Negotiating matters on behalf of the Disability Services and the Department.
- Managerial responsibility for staff and setting outcomes in relation to the organisation.

## **Typical Duties**

Typical duties may include the following or similar duties:

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with Departmental goals;
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multidiscipline operation;
- Develop work practices and procedures for various projects;
- Establish work area outcomes;
- Support the preparation of budget submissions for Executive and/or the organisation;
- Develop and implement significant operational procedures;
- Review operations to determine their effectiveness;
- Support and assist in the development of appropriate methodology and apply proven techniques in providing specialised services.

Where the prime responsibility is in a professional field an employee at this level would undertake at least some of the following:

- Controls and co-ordinates projects/programs within Disability Services;
- Provides a consultancy service on disability-related issues to a wide range of clients;
- · Provides advice on policy method and contributes to its development;
- Undertake functions that may involve complex professional problem solving.

On occasion, employees at this level may undertake any of the duties specified for employees at the Disability Services Officers levels (DSO1 to DSO3).

## DISABILITY SERVICES OFFICER LEVEL 5

## Definition

Senior Management / Senior Specialist Level. Employees at this level provide strategic management and senior specialist services that support clients with disabilities, across their lifecycle and in all domains of life to enable access to a quality life with dignity, respect, and social inclusion, in the least restrictive environment.

Some or all of the following are required to perform at this level:

- thorough knowledge of the service and disability sector;
- considerable management experience;
- significant knowledge of policy, programs, guidelines, procedures and practices of the organisational and relevant external bodies;
- significant knowledge of statutory requirements.

## Appointment

At this level, the employee will hold one of the following:

- qualifications are generally beyond those normally acquired through a relevant degree course and experience in the field of specialist expertise;
- substantial post graduate experience;
- lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

• attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

Prior to appointment, the candidate will be required to satisfactorily complete a Background Screening and National criminal history check (NCHRC), or possess a current clearance.

Prior to appointment, the candidate will be subject to a staff screening process comprising satisfactory medical checks and aptitude assessments.

Appointment at this level will be by advertising of established vacancies and formal merit-based appointment processes.

#### Features

A person employed as a Disability Services Officer Level 5 will operate under broad direction from Executive and will exercise managerial responsibility for the organisation's relevant activity.

In addition, at this level, employees may operate as a senior specialist providing multi-functional advice to various departments, directly to the organisation, to other professional employees, the employer, Committees or Executive.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

General features of this level include:

- Involvement in the initiation and formulation of extensive projects or programs which impact on Disability Services' goals and objectives.
- Involvement in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Contribute to financial, specialised, technical, professional and/or administrative advice on policy matters within the Disability Services and/or about external organisations such as government policy.
- Developing and implementing techniques, work practices and procedures in all facets of the work area.

## **Typical Duties**

Typical duties may include the following or similar duties:

- Undertake work of significant scope and complexity;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- Contribute discipline specific advice on matters which contribute to the development and review of policies, both internal and external;
- Manage extensive programs or projects in accordance with organisational goals which may require the development, implementation and evaluation of those goals;
- Administer complex policy and program matters;
- Provide a specialist consultancy service on disability-related matter/concerns;
- Evaluate, support, revise and assist with the development of methodology techniques requiring the application of high-level analytical skills in the attainment and satisfying of corporate objectives;

Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

- Contribute to the development of operational policy;
- Assess and review the standards of work of other specialised personnel/external consultants;
- In collaboration with relevant Health/Medical professionals initiate and formulate organisational programs;
- Implement organisational objectives within corporate goals;
- Support the development and contribute to ongoing plans and programs.

On occasion, employees at this level may undertake any of the duties specified for employees at the Disability Services Officers levels (DSO1 to DSO4).

### SCHEDULE 8 - ADDITIONAL INJURY AND INCOME PROTECTION FOR WORK INJURIES

#### INJURY AND INCOME PROTECTION POLICY

#### 1. PREAMBLE

1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

#### 2. FUNDING ARRANGEMENTS

2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

### 3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the [Chief Executive/Executive Director] or delegate.
- 3.2 In administering this policy, the [Chief Executive/Executive Director] shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

#### 4. **DEFINITIONS**

- 4.1 This policy applies to workers who have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means [Chief Executive/Executive Director] or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website (www.saet.sa.gov.au).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014.*
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

#### 5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect-
  - (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must-
  - (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and

- (b) without limiting paragraph (a)-
  - (i) participate and cooperate in the establishment of a recovery/return to work plan; and

(ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and

- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

#### 6. RETURN TO WORK COMMITMENT

- 6.1 Whereas:
  - (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
  - (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act* 2014 and this agreement.

#### 7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

- 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:
  - (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
  - (b) the injury-

i. resulted from conduct directed at the worker that constitutes a criminal offence; or

ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or

iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or

iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.

- (c) has an accepted claim pursuant to the Return to Work Act 2014; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014;* and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the Return to Work Act 2014;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:

(a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the Workers Rehabilitation and Compensation Act 1986 and meeting the mutual obligations set out in this policy; or

(b) A redemption of 7.4(a).

### 8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
  - (a) have an accepted claim pursuant to the Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014; and
  - (b) have had their individual entitlements exhausted pursuant to the *Return to WorkAct 2014;* and
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (d) have not made a return to work within the meaning of the Return to Work Act 2014.

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to WorkAct 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014.*

### 9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)

- 9.1 Regarding 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
  - (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
  - Or
  - (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to WorkAct 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed the worker as:
  - (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.

- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
  - (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless-

i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and

ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.

- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in 

   accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until-
  - (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

#### 10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
  - (a) Has "returned to work" under the Return to Work Act 2014; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014;* or
  - (e) Retires, resigns or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the Return to Work Act 2014.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

#### 11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim, 'out of pocket' costs against this policy for:
  - (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12) (a) of the *Return to Work Act 2014.*

#### 12. DISPUTATION RESOLUTION PROCEDURE TO BE DETERMINED

- 12.1 The resolution of any dispute arising in reference to this policy will be made by way of a variation to the EA (if not resolved prior to EA approval) to bring the policy under the EA Grievance and Dispute Avoidance Procedures (clause 8) or, a variant of (clause 8) can be added to this policy. Either will be capable of facilitating access to adjudication of any disputes arising pursuant to this policy, however, such mechanism should be developed once this policy has been finalised.
- 12.2 In the longer term, it is intended that the SAET be expanded to include jurisdiction of industrial matters. Ensuring there is a link between this policy and the EA as suggested above would result in the expanded SAET having jurisdiction.