

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-02988

Applicant Public Service Association of South Australia, Shirley Holt, Wendy Roberts, Selle Verhoeven, Sara Roberts, Natasha Green, David Ormsby, Department of Treasury and Finance, Michelle Walding, Rob Coulter, Lee Anne Kearney, Cathy Smith, Mark Cunningham, Daphne Lai, Chris Peake

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Return To Work SA Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 2 August 2021 and have a nominal life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue horizontal line.

Commissioner Cairney

02 Aug 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





ReturnToWorkSA

Enterprise Agreement 2021

ReturnToWorkSA

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**Government
of South Australia**

1 Title

This Agreement will be referred to as the ReturnToWorkSA Enterprise Agreement 2021.

2 Arrangement

1	Title	2
2	Arrangement	2
3	Definitions	3
4	Commencement and period of operation	4
5	Scope and parties bound	4
6	Application	4
7	No extra claims	4
8	Renegotiation	4
9	Purpose and intent	4
10	Consultation	5
11	Employee responsibilities	6
12	Workplace and employment policies	7
13	Classifications	7
14	Job evaluation	7
15	Selection Practices	7
16	Performance Building	8
17	Hours of work	8
18	Workloads	9
19	Flexible work practices	9
20	Remuneration system	10
21	Salaries	11
22	Allowances	11
23	Overtime	12
24	Superannuation	13
25	Salary sacrifice	13
26	Termination of employment	14
27	Redundancy	15
28	Redeployment	16
29	Parental leave	16
30	Personal leave	17
31	Annual leave	18
32	Purchased leave	18
33	Long Service Leave and Skills and Experience Retention Leave	18
34	Bereavement Leave	19
35	Domestic and Family Violence Leave	20
36	Emergency Services Leave	20
37	Cultural and religious leave	20
38	Military leave	20
39	Leave for official sporting events	21
40	Leave for blood donors	21
41	Leave without pay	21
42	Urgent special leave	21
43	Trade union training leave	21
44	Office steward/job representative	22
45	Amenities	22
46	Dispute resolution	22
47	Probation	23
48	Police Checks and Employment Screenings	24
49	Transfer to alternative position	24
50	Casual employment	24

51	Fixed term employment	25
52	Additional Injury and Income Protection for Work Injuries	25
53	Appendix A - Remuneration system	27
54	Appendix B – Injury and Income Protection Policy	30

3 Definitions

“Additional duties allowance” – where an employee undertakes some discrete, additional work or area of responsibility that is not normally part of their substantive role but does not perform all of the duties of another position or move to another position.

“Agreement” means this Agreement.

“Award” means the ReturnToWorkSA Award 2015.

“Continuous service” means, for the purpose of calculating length of service of an employee in accordance with clauses 26, 27 and 29, any period of employment with ReturnToWorkSA (including service with the former "SGIC Claims Agency" dating from 2 February 1987) which has not been broken other than by a period of approved paid or unpaid leave or by a period of absence of less than three months duration immediately prior to the employee's re-employment by ReturnToWorkSA. For the purpose of calculating actual service entitlements (as opposed to determining continuous service), unpaid absences will not count as part of an employee's total service with ReturnToWorkSA, as per clause 41 of this Agreement.

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

“Family member” includes:

- partner which includes a spouse;
- child or step child of the employee or partner;
- sibling of the employee or partner;
- parent of the employee or partner;
- grandparent or grandchild of the employee or partner; or
- any other member of the person's household;
- any other person who is dependent on the person's care.

Note: A partner includes a former partner.

“Higher duties allowance” is where an employee performs duties at a higher Grade than their substantive role or where undertaking the delegations of a role which is at a higher Grade for 5 or more consecutive working days. The employee may not necessarily perform all of the duties of the other person's position.

“Industrial Association” means the Public Service Association of SA (PSA).

“Salary” means the gross cash component of an employee's total remuneration prior to any salary sacrifice items and includes ordinary rate of pay (as stated in Appendix A), market allowance, higher and additional duties allowance but does not include overtime or allowances not paid for all purposes including on-call allowance, first aid allowance or meal allowance. Higher duties and additional duties allowances will not apply to long service leave cash outs, termination payments or absences in excess of 4 weeks.

“ReturnToWorkSA” means the Return To Work Corporation of South Australia.

“Secondment” – the temporary transfer of an employee to another position within ReturnToWorkSA. A secondment will be paid at a salary appropriate to the position.

4 Commencement and period of operation

- 4.1 This Agreement shall operate from the date of approval by the South Australian Employment Tribunal and will remain in force for three years from the date of approval.

5 Scope and parties bound

- 5.1 This Agreement will be binding on:

5.1.1 the Return to Work Corporation of South Australia (ReturnToWorkSA);

5.1.2 employees of ReturnToWorkSA;

5.1.3 the Industrial Association, and

5.1.4 the Chief Executive of the Department of the Premier and Cabinet as the declared employer for the purposes of the *Fair Work Act 1994 (SA)*, in relation to the Return to Work Corporation of South Australia.

6 Application

- 6.1 This Agreement will operate to the exclusion of any Certified Agreements or Enterprise Agreements that may otherwise apply and will be read and interpreted in conjunction with the Award, provided that, where there is any inconsistency, this Agreement will take precedence.

- 6.2 This Agreement does not limit the application of:

6.2.1 Sections 21 to 24 of the *Return To Work Corporation of South Australia Act 1994*; and

6.2.2 Part 3 of the *Public Sector Act 2009 (SA)*.

- 6.3 The application of such Acts is preserved and will take precedence over any inconsistent provisions of this Agreement.

7 No extra claims

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

8 Renegotiation

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

9 Purpose and intent

- 9.1 ReturnToWorkSA is committed to:

9.1.1 continuing use of the "Behaviours we value";

9.1.2 fair and equitable treatment of its employees;

- 9.1.3 the enhancement of flexibility in the employment of its employees to achieve corporate goals;
 - 9.1.4 increasing efficiency and effective service delivery;
 - 9.1.5 achieving the business strategy and the necessary culture to facilitate this aim;
 - 9.1.6 improving consultation for all employees;
 - 9.1.7 providing appropriate training, retraining and career guidance aimed at supporting employees to reach their full potential and maximum employability both inside and outside ReturnToWorkSA;
 - 9.1.8 recognising employee achievement informally and formally through a recognition system;
 - 9.1.9 abiding by relevant laws in all its dealings with employees;
 - 9.1.10 ensuring its policies are understood and fairly and consistently applied, this will be reviewed and monitored on an on-going basis;
 - 9.1.11 taking into account family responsibilities and lifestyle changes;
 - 9.1.12 ensuring that the focus of ReturnToWorkSA's efforts continues to be on the achievement of the strategic plan.
- 9.2 ReturnToWorkSA recognises that it is a signatory to the South Australian Workplace Health and Wellbeing Charter and aspires to be an employer of choice in relation to wellbeing in the workplace.

10 Consultation

10.1 Consultation principles

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

10.2 Consultation Process

10.2.1 In keeping with the consultation principles detailed in 10.1 above, ReturnToWorkSA will adhere to the following process:

- providing wherever possible all relevant information to employees about pending changes or decisions or other issues that will or may impact on them;
- in making decisions, taking into account the views expressed by internal and external stakeholders where appropriate; and
- explaining corporate decisions that have been made.

10.3 Consistent with subclause 10.1.2 above, it is agreed that the Consultative Group continue to foster communication between ReturnToWorkSA and its employees.

10.4 The Consultative Group is the key forum for consultation. However, in addition to this Group, ReturnToWorkSA may hold separate discussions with the PSA, provided that these discussions do not usurp the function of the Consultative Group.

10.5 For the duration of this Agreement the Consultative Group will consist of up to two (2) elected staff members from each Business Group, and one (1) Job Representative and one (1) Industrial Officer from the PSA. ReturnToWorkSA will provide up to three (3) management representatives, as well as executive support.

10.6 Elections will be managed entirely within each Business Group with any ongoing employee able to nominate. Elections will be conducted internally by secret ballot.

10.7 The successful employee will hold the position for the duration of the Agreement.

10.8 In the event of a vacancy occurring new elections must be held.

10.9 Where an Elected Representative decides that he/she is unable to fulfil their role of representing all staff of their Business Group for any reason, Business Group staff, or a section of Business Group staff, may choose to be represented by another nominated member of the Business Group, or Deputy or Proxy to the Elected Representative on a needs basis, until such time as the Elected Representative is able to resume normal representation.

10.10 Consultation will include, but not be limited to, all areas covered specifically in this Agreement and changes in ReturnToWorkSA policy. It is agreed that appropriate training for members of the Consultative Group will occur where necessary in the areas of communication, decision making, problem solving and negotiation.

11 Employee responsibilities

11.1 ReturnToWorkSA has expectations of its employees' responsibilities and duties. All employees:

11.1.1 must follow lawful and reasonable instructions at all times;

11.1.2 are expected to become acquainted and work in accordance with all of ReturnToWorkSA's policies, including any changes and amendments made from time to time.

11.2 Nothing in this Agreement is intended to remove or limit an employee's or ReturnToWorkSA's rights and obligations at common law.

12 Workplace and employment policies

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

13 Classifications

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

14 Job evaluation

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

15 Selection Practices

- 15.1 ReturnToWorkSA aims to provide employees with career development opportunities and maximise the value of the skills and capability of existing employees. All permanent positions and temporary positions with tenure greater than three months, will be advertised internally and internal applications will be considered first by the selection panel.
- 15.2 For the purpose of this clause "temporary positions" may also include opportunities to perform higher duties at Grades 1 to 5, where it is known that these opportunities will extend beyond three months continuous duration.
- 15.3 The CEO of ReturnToWorkSA is able to make a direct appointment without a formal selection process in the following circumstances, where the assignment is to a position at the same level as the employee's current position:
- a) To cover the absence of another employee (up to 6 months);

- b) To cover a new position which requires specialist skills and knowledge (up to 6 months);
- c) Where an employee would otherwise be excess i.e. not replaced; or
- d) In order to accommodate a special circumstance, making a formal selection process inappropriate having regard to the person's abilities, aptitude, skills, qualifications, knowledge, experience (including community experience) and personal qualities relevant to the performance of duties in question.

15.4 Secondments

ReturnToWorkSA may appoint an employee (by agreement and following a recruitment process if required) to a different role within the organisation for a period of up to 2 years. An employee appointed to such a role will be paid at the salary level of the new role for the duration of the secondment. At the end of the secondment the employee will return to their substantive role and salary.

16 Performance Building

- 16.1 RTWSA will maintain policy and practices throughout the period of this agreement that provides for consistent and fair performance building activities including conducting a regular goal setting and review process.
- 16.2 RTWSA will maintain a pay point procedure throughout the period of this agreement that aims to:
 - encourage a high performance culture;
 - encourage the consistent demonstration of our organisational values;
 - fairly and equitably recognise and reward employees who consistently achieve or exceed the requirements of their position description and annual performance objectives, by providing access to pay point progression for eligible employees.

17 Hours of work

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

17.1.1 Agreed temporary reduction in ordinary hours

ReturnToWorkSA and an employee may agree to temporarily reduce their hours of work which may include an agreement for an employee to change their contracted hours of work from full time to part time, with a commensurate reduction in the employee's salary. Any agreement must be in writing and shall be genuinely agreed with the employee.

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

17.2.1 Flexibility in ordinary hours

At the request of an employee, and where operationally appropriate, ReturnToWorkSA may agree to a non-rostered employee's request for extended ordinary span of hours when working from home, providing the employee with flexibility to work a standard 7.5 hour day across a greater span of hours between 6am and 9pm. This arrangement does not increase the employee's contracted hours. Overtime, TOIL or flexitime will not apply under

this arrangement, unless overtime is directed by management. Such an agreement will be documented in writing, be for a prescribed period and can be terminated by either party with reasonable notice.

17.3 Ordinary hours in any one shift are not to exceed 10 hours.

17.4 Additional hours for part time employees

Agreed additional hours worked up to 7.5 hours per day or 37.5 hours per week for part time employees are not regarded as overtime. Employees will be remunerated at their current salary for any additional hours worked and shall accrue superannuation and leave entitlements on these hours.

18 Workloads

18.1 In establishing and maintaining a safe and healthy work environment, ReturnToWorkSA will take into consideration the employee's hours of work, health and safety. ReturnToWorkSA will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

18.2 In the interests of providing a safe and healthy work environment and of promoting work/life balance with staff, ReturnToWorkSA takes a positive approach on workloads, staffing levels, the management of flex time and the working of overtime. ReturnToWorkSA is committed to fully staffing workplaces in accordance with appropriate business unit methodologies.

18.3 When monitoring workloads ReturnToWorkSA will have regard to all relevant local level factors including, but not limited to, staff experience, business opportunities, appropriate training and obligations under this Agreement and the Award.

18.4 ReturnToWorkSA will take all reasonable steps to:

18.4.1 fill vacant positions promptly and consistent with business needs.

18.4.2 ensure that appropriate training is provided for entry level recruits and redeployees to enable those employees to effectively carry out their work. It is recognised that in some circumstances it is more appropriate for on the job training to occur.

18.5 ReturnToWorkSA agrees that generally workloads should be capable of being completed in ordinary working hours. Consequently, ReturnToWorkSA will not require an employee to work overtime which is unreasonable, when the employee's particular personal or family circumstances are considered. It is accepted that workloads may vary from time to time depending on business cycles and demands, and these shall be taken into account in managing workloads.

18.6 If an employee or group of employees has a concern with their workload or staffing matter, they may raise the matter with their immediate supervisor. If the matter is not resolved it will be referred to the next level of management and People and Communications for review. The review will address the employee(s) concerns and identify how workloads can be managed.

19 Flexible work practices

19.1 The parties acknowledge the mutual benefit to ReturnToWorkSA and the employee of voluntary flexible business operations and flexible working arrangements to balance

work and other (including family) commitments, caring (or grandparent) responsibilities and transition to retirement. Flexible working arrangements may include: flexitime, part-time work, purchased leave and working from home.

- 19.2 ReturnToWorkSA will provide equitable access to flexible working arrangements to employees at all levels in all types of work. Requests from employees to negotiate how, and when hours will be worked will be given positive and reasonable consideration in line within agreed limits and conditions set by (the chief executive of) ReturnToWorkSA.

Flexible business operations

- 19.3 ReturnToWorkSA will maintain a Flexible Business Operations Policy and associated procedures during the lifetime of the Agreement that provide for:

19.3.1 A suite of Flexible Business Operations arrangements will be made available to employees in line with the operational requirements of their role and team, in which they work.

19.3.2 Employees will always be given a choice to apply for a Flexible Business Operations arrangement.

19.3.3 No Flexible Business Operations arrangement is to be considered permanent and all arrangements will be reviewed from time to time, arrangements are only sustained by agreement (of ReturnToWorkSA and the employee) and may be changed due to business needs, individual needs, working arrangements in the team, or as matter for creating better organisational outcomes, service to customers or employee engagement.

19.3.4 Requests for flexibility may be different for each employee and the flexibility that each role can accommodate will be different.

19.3.5 Employees will manage their work schedule whilst a Flexible Business Operations arrangement is in place and as such will not attract additional payments such as overtime, TOIL or flexitime, unless overtime is directed by management.

19.3.6 A Flexible Business Operations arrangement does not extend business hours, business communications should still occur during normal business operating hours.

19.3.7 Where work from home is part of the Flexible Business Operations arrangement, the employee is responsible to setup, maintain and manage their home office, ensuring compatibility of the home environment with their work and that it meets workplace health and safety requirements and maintains appropriate information security.

19.3.8 Further information will be outlined in ReturnToWorkSA policies, and apply to all staff covered by this Agreement.

20 Remuneration system

20.1 No current or future employee will be paid any less than the lowest Agreement rate applicable for the relevant grade.

20.2 For the life of this Agreement the operations of the remuneration system detailed in Appendix A will be used.

21 Salaries

21.1 ReturnToWorkSA will increase salaries as outlined in Appendix A of this Agreement.

22 Allowances

22.1 On call allowance

The provisions of this clause shall stand alone in lieu of any Award clauses referencing on call.

22.2 An on call allowance will be paid to an employee who is rostered on call for return to duties outside of normal business hours.

Employees rostered on call are to be contactable and available for recall to duty outside of ordinary hours. Employees are not required to remain home for the period of on call provided that they are able to return to ReturnToWorkSA place of business within 1 hour of being recalled to duty and must remain fit to work. Where an employee is absent from work on leave, rostered on call allowances and duties will not apply until the employee has returned to normal duties.

22.3 On call payment

22.3.1 The on call allowance is paid for the period outside of operational hours as outlined in the table below and is set for the life of the Agreement.

Condition – TSS Employees	Payment
On-call commencing Monday to Friday (overnight)	\$60.26 per night
On-call Saturday, Sunday, Public Holidays (including part day public holidays)	\$80.46 per 24 hour period

Condition – Non-TSS Employees	Payment
On-call commencing Monday to Friday (overnight)	\$36.75 per night
On-call Saturday, Sunday, Public Holidays (including part day public holidays)	\$64.21 per 24 hour period

22.3.2 If an employee is rostered on call for a period of time which includes hours on a Public Holiday they shall be paid the Public Holiday rate.

22.3.3 Payment for hours worked on call

Time worked when on call shall be paid in accordance with the Overtime clause.

22.4 First aid allowance

22.4.1 A First Aider shall be paid a fortnightly allowance of \$36.92, set for the life of the Agreement.

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

23 Overtime

23.1 This clause shall stand alone in lieu of any Award clauses referencing overtime.

23.2 Overtime is hours worked:

- (a) outside the ordinary hours of duty as provided in Clause 17 Hours of Work; or
- (b) in excess of 7.5 hours on any day, or in excess of 37.5 hours in any week, whether within the ordinary hours of duty or not.

23.3 Subject to 23.3.1 an employer may require an employee to work reasonable overtime at overtime rates.

23.3.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- a) Any risk to employee health and safety;
- b) The employee's personal circumstances including any family responsibilities;
- c) The needs of the workplace or enterprise;
- d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- e) Any other relevant matter.

23.4 Overtime payment

23.4.1 With the exception of employees in the TSS area, no overtime payment will be made to an employee who is appointed to or acting at Grade 4 or a higher level.

23.4.2 The basic hourly rate for calculation of overtime will be obtained by dividing the fortnightly total salary paid to an employee by the number of ordinary hours that the employee is required to work.

23.4.3 Provided that an employee works at least 30 minutes' overtime at the direction of ReturnToWorkSA, they will be paid overtime rates in accordance with the following table (with each occasion of work standing alone):

Day	Payment
Monday to Friday (except Public Holidays)	Time and a half for the first 2 hours and double time thereafter with a minimum payment of 3 hours, unless the employee is on call and the work does not necessitate return to site or where hours worked are an extension of ordinary hours, actual hours worked will be paid.
Saturday and Sunday	Double time for all hours worked with a minimum payment of 3 hours, unless the employee is on call and the work does not necessitate return to site, in which case actual hours worked will be paid.
Public Holiday (including part day)	<u>Time worked within ordinary span of hours</u> Double time and a half (in total) for all hours worked with a minimum payment of 3 hours, unless the employee is on call and

public holiday hours)	<p>the work does not necessitate return to site, in which case actual hours worked will be paid.</p> <p>Time worked on a public holiday in the ordinary span of hours will be paid at time and a half in addition to the day's pay that the employee would otherwise receive, resulting in 2.5 times the employee's standard hourly rate.</p> <p><u>Time worked outside ordinary span of hours</u> Time worked on a public holiday outside of ordinary span of hours will be paid at double time and a half in addition to the day's pay that the employee would otherwise receive, resulting in 3.5 times the employee's standard hourly rate.</p> <p><u>Part time employees</u> A part time employee who does not normally work on a public holiday that is required to work will receive payment of double time and a half for all hours worked.</p>
Meal Allowances	<p>Where a meal is not provided, a meal allowance of \$16.94 for lunch and \$24.29 for dinner will be paid if an employee is required to work overtime onsite for a minimum of:</p> <p>a) two hours after the completion of a minimum of 7.5 hours where the employee continues to work after 6.30pm; or b) five (5) hours on a Saturday, Sunday or public holiday.</p> <p>This amount is set for the life of the Agreement.</p>
Rest period after overtime	<p>An employee who works so much overtime between the termination of ordinary hours on one day and the commencement of their usual start (ordinary hours) on the next day that they have not had at least 8 continuous hours off duty between those times, shall be released after completion of the overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence. This rest period will not apply to an employee who is on call who has not worked at least 2 hours of cumulative overtime.</p>

24 Superannuation

- 24.1 Employer superannuation contributions will be made in addition to the base salary according to the legislative requirement.
- 24.2 ReturnToWorkSA is committed to prior consultation with staff and their representative, which may be the PSA, in the event the SGC rate is increased during the life of the Agreement in terms of any impact such rate increase may have on the superannuation contributions made by ReturnToWorkSA.

25 Salary sacrifice

- 25.1 ReturnToWorkSA will provide all employees with access to salary sacrifice in accordance with ReturnToWorkSA's policy, and subject to the employee obtaining independent financial advice and agreeing to indemnify ReturnToWorkSA against any claims arising out of the salary sacrifice arrangements. The cost of any incidental Government charges are to be borne by the employee and does not include GST in all cases.

- 25.1.1 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.
- 25.1.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the incumbent elects to enter into a SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 25.1.3 Any entitlement to payment of overtime, leave loading, higher duties allowance/additional duties allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 25.1.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued annual or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

26 Termination of employment

26.1 Notice of termination by ReturnToWorkSA

- 26.1.1 In order to terminate the employment of an employee, ReturnToWorkSA must give to the employee four weeks' notice, unless otherwise agreed.
- 26.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- 26.1.3 Payment in lieu of notice in 26.1.1 and 26.1.2 may be made if ReturnToWorkSA determines that the appropriate notice is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by ReturnToWorkSA making payment for the remainder of the period of notice.
- 26.1.4 The required amount of payment in lieu must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, ReturnToWorkSA would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of: the employee's ordinary hours of work (even if not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and any other amounts payable under the employee's contract of employment.
- 26.1.5 Continuous service is defined in clause 3 of this Agreement.

26.2 Notice of termination by an employee

- 26.2.1 In order to terminate their employment, an employee must give ReturnToWorkSA four weeks' notice, unless otherwise agreed.
- 26.2.2 If an employee fails to give the required notice ReturnToWorkSA has the right to withhold monies due to the employee to a maximum amount equal to the

amount the employee would have received under clause 26.1.4, unless otherwise agreed.

27 Redundancy

- 27.1 “Redundancy” means the loss of employment due to ReturnToWorkSA no longer requiring the specific job to be done by any person within ReturnToWorkSA.
- 27.2 ReturnToWorkSA is committed to taking all reasonable steps to avoid use of compulsory redundancy. Where redundancy is identified, every reasonable effort will be made to avoid redundancy through redeployment or re-training (consistent with clause 28), normal employee turnover, managing recruitment and exploring other options for employees to remain in employment with ReturnToWorkSA.
- 27.3 All employees to be made redundant will be given the maximum practical forewarning of likely separation and the specific separation date. The employee will be given a minimum period of six (6) weeks’ notice which may be paid in lieu of notice (at the employees’ election) or ReturnToWorkSA may request that the employee agree to work out the period of notice. In addition all members of the Consultative Group will be notified of impending redundancy action as soon as possible after the CEO has approved such action and there has been discussion with affected employees.
- 27.4 The full notice period will count as service for the purpose of the redundancy calculations detailed in this clause, whether worked or not.
- 27.5 ReturnToWorkSA will offer outplacement support to affected employees who elect to use this service. Outplacement support will be provided for a minimum of six (6) weeks.
- 27.6 Subject to proof of attendance ReturnToWorkSA will allow employees up to four (4) days on full pay to attend job interviews during the notice period.
- 27.7 In addition to the period of notice above, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service. Any service prior to 2 February 1987 is not recognised as part of the employee’s continuous service.
- 27.7.1 Eight (8) weeks’ pay for the first year of service;
- 27.7.2 Four (4) weeks’ pay for each subsequent year of continuous service;
- 27.7.3 A pro-rata payment for each completed month of service in the final part year of service.
- 27.7.4 “weeks’ pay” means the annual salary divided by 52 and excludes:
- overtime;
 - penalty rates;
 - allowances;
 - special rates; and
 - any other ancillary payments of a like nature.
- 27.8 Employees who have transferred from full time to part time employment or vice versa will have their separation payments based pro-rata on the actual time worked in each mode using the employee’s current salary.

27.9 Redundancy will not apply to fixed-term or casual employees.

27.10 Employees with at least five (5) years' continuous service who are made redundant will be entitled to payment for pro-rata long service leave.

27.11 ReturnToWorkSA's rights in selection and decision will be final.

28 Redeployment

28.1 In the case of an employee whose substantive position has become surplus to requirements, and where alternative positions exist, ReturnToWorkSA will make all reasonable efforts to redeploy the employee concerned at the present level within ReturnToWorkSA. ReturnToWorkSA will make every attempt to redeploy its employees including giving special consideration to them for vacant positions where it can be demonstrated that they have the necessary skill and demonstrated performance or the potential to develop it within a reasonable time. Where single positions exist for more than one redeployee, selection will be made on a merit basis.

28.2 When no redeployment opportunities exist at the employee's level, ReturnToWorkSA may, with the agreement of the affected employee, redeploy the employee to a position at a lower classification level. In this instance the employee will be appointed at the highest paypoint of the lower classification level.

28.3 Where an employee is transferred, under 28.2 to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and ReturnToWorkSA may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

28.4 Upon transfer to lower paid duties by reason of redundancy the employee will have their salary maintained at the former ordinary rate for a further period of six (6) weeks.

29 Parental leave

Paid Parental Leave

29.1 ReturnToWorkSA will continue to pay employer superannuation contributions during periods of paid parental leave (maternity and partner leave).

Paid Maternity Leave

29.2 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

29.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the expected date of birth of the child, or immediately prior to taking custody of an adopted child is entitled to sixteen (16) weeks of maternity / adoption leave paid on full salary. The leave can be taken at full pay or half pay, or a combination of both and must be taken as one continuous period. The paid maternity / adoption leave is not to be extended by public holidays or any other leave falling within the period of paid leave.

- 29.3.1 Eighteen (18) weeks of maternity / adoption leave will be paid on full salary, as per 29.2, where the employee has at least 5 years or more continuous service with ReturnToWorkSA at the time leave commences.
- 29.3.2 An employee may take annual leave or paid maternity leave from the commencement of parental leave. Periods of unpaid leave may not be broken by periods of paid leave during parental leave.
- 29.3.3 If the employee elects to take the leave at half pay, they will be entitled, during the period of leave, to be paid at half salary from the date the maternity / adoption leave commences and will accrue paid leave for 16 (or 18) of the 32 (or 36) weeks (with the other 16 (or 18) weeks being treated as leave without pay).
- 29.4 Pregnant employees are also entitled to 37.5 hours paid leave to attend medical appointments associated with the pregnancy. This amount is not prorated for part time employees.
- 29.5 During periods of unpaid maternity / adoption leave, the employee will not accrue any paid leave (personal leave, annual leave or long service leave) and as per clause 41 of this Agreement, the employee's continuous service date will be deferred by the period of unpaid leave taken.

Return to Work from Maternity Leave

- 29.6 All reasonable efforts will be made to provide employees returning from a period of parental leave with part time employment (if requested).

Partner Leave

- 29.7 Partners may take two weeks of partner leave paid at the employee's full salary, one week of which is to be taken from the employee's available personal leave balance. The paid partner leave is not to be extended by public holidays or any other leave falling within the period of paid leave.
- 29.8 Partners may also take 7.5 hours paid leave to attend medical appointments associated with the pregnancy. This amount is not prorated for part time employees.
- 29.9 These provisions apply to employees, other than casual employees, who have 12 months or more continuous service with ReturnToWorkSA.

30 Personal leave

- 30.1 The provisions of this clause shall operate on a pro-rata basis for part time employees.
- 30.2 Full time employees are entitled to 90 hours paid personal leave per annum for absences as described below. Part time employees accrue personal leave on a pro-rata basis according to ordinary hours worked. Unless otherwise identified, all leave will accrue and be taken in hours.
- 30.3 An employee (other than a casual employee) is entitled to take paid personal leave if they are unfit for work because of a personal illness, or personal injury that affects them.
- 30.4 Employees are not required to provide a medical certificate for absences up to two consecutive working days. However, if the Manager believes it appropriate, an

employee may be required to provide a medical certificate for lesser periods of absence. It is suggested that this power only be exercised in circumstances where it is practical for the employee to obtain a medical certificate (for example, where the employee has previously been informed that such a medical certificate will be required for each day of a period of absence, or whilst the employee is still absent).

30.5 Personal leave is paid at the employee's current salary.

30.6 An employee (other than a casual employee) is entitled to access up to 75 hours of their paid personal leave entitlement in any one year to provide care or support to a family member, or any other person who is dependent on their care, who requires their care or support because of:

- a) a personal illness, or personal injury; or
- b) an unexpected emergency.

An employee may be requested to provide a medical certificate, statutory declaration or certificate from a health practitioner to support an absence in respect of 30.6.

30.7 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.

31 Annual leave

31.1 The provisions of this clause shall operate on a pro-rata basis for part time employees.

31.2 Full time employees are entitled to 150 hours annual leave for each year of service. Part time employees accrue annual leave on a pro-rata basis according to ordinary hours worked. The entitlement accrues and is credited monthly. Unless otherwise identified, all leave will accrue and be taken in hours. Whilst on annual leave, payment is made for the number of hours the employee would normally have worked during the period.

31.3 Annual leave taken is paid at the employee's current salary.

31.4 Annual leave is to be booked and taken within a reasonable period of its accrual, at a time mutually convenient to ReturnToWorkSA and the employee. Balances in excess of 300 hours (or pro-rata equivalent) will be scheduled to be taken during the next 12 months by management in consultation with the employee.

32 Purchased leave

32.1 For the life of the Agreement, purchased leave will be available to staff and may be salary sacrificed. The relevant policy may be amended from time to time.

33 Long Service Leave and Skills and Experience Retention Leave

33.1 Long Service Leave

33.1.1 Entitlement

Long service leave entitlements are subject to the *Public Sector Regulations 2010*.

33.1.2 Long Service Leave is recorded and taken in hours, such recording will not diminish the entitlement amount of leave and is for the benefit of booking and taking leave in an easily understood format. The provisions of this clause shall apply on a pro-rata basis for part time employees.

33.1.3 Taking of Leave

Long service leave must be taken in one continuous period with a minimum booking of one or more whole working days. An employee's long service leave balance will be debited by an amount equal to the number of hours that an employee ordinarily works per day for each day of long service leave taken.

33.1.4 Payment during or in lieu of long service leave will be at the employee's current salary subject to the provisions of clause 3.

33.1.5 An employee with 7 completed years of effective service may access accrued Long Service Leave entitlements.

33.1.6 Balances in excess of 85 working days (637.5 hours or pro-rata equivalent) are to be booked and taken within 3 years of accrual, at a time mutually convenient to ReturnToWorkSA and the employee.

33.1.7 Employees with 7 completed years of service may request in writing to have a portion of their accrued long service leave paid out each service year – limited to a minimum of 37.5 hours and a maximum of 450 hours (or pro-rata equivalent) in any service year and subject to approval by ReturnToWorkSA.

33.2 Skills and Experience Retention Leave

33.2.1 Entitlement

An employee is entitled to Skills and Experience Retention Leave as detailed in Schedule 1, clause 7(1a), (2a), 4(a) – 4(d) and 5 of the *Public Sector Act 2009*.

33.2.2 Taking of Leave

Skills and Experience Retention Leave must be taken within 5 years of the end of the financial year in which it accrues, with a minimum booking of one or more whole working days.

34 Bereavement Leave

34.1 An employee, other than a casual, is entitled to up to three (3) days bereavement leave on any occasion on which a family member dies or is seriously ill.

34.2 An employee may also access up to three (3) days of their existing Personal Leave entitlement to augment bereavement leave, in special circumstances such as, but not limited to where:

1. The employee has direct caring responsibility for the family member or;
2. Attendance requires extensive travel;
3. The employee is the sole executor of the family member's estate.

If an application for personal leave to augment bereavement leave is received, satisfactory evidence relating to 2 and 3 above may be required.

35 Domestic and Family Violence Leave

35.1 ReturnToWorkSA shall provide employees with access to Domestic and Family Violence Leave in accordance with the Public Sector Regulations, subregulation 9(8).

36 Emergency Services Leave

36.1 Where operationally appropriate, a manager may grant up to 10 days of paid Emergency Services Leave per financial year for employees engaged in duties with a recognised **Emergency Services Management Body** during a state declared emergency or natural disaster. Pro-rata Emergency Services Leave is applicable to part time employees. Emergency Services Leave does not accrue from year to year.

36.2 To be able to access Emergency Services Leave the employee must be engaged on emergency work as a volunteer member of an **Emergency Services Management Body**. ReturnToWorkSA may require evidence of such.

36.3 Employees are eligible to take unpaid Emergency Service Leave in relation to a voluntary emergency management activity where operationally appropriate.

36.4 Employees who have resigned and are serving a notice period are unable to take Leave under this clause.

36.5 For the purpose of this clause an Emergency Services Management Body is:

- SES
- CFS/MFS
- SA Ambulance Services (SAAS) or St John's Ambulance
- RSPCA (in respect of animal rescue during emergencies or natural disasters)
- SA Veterinary Emergency Management Inc.

37 Cultural and religious leave

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

37.2 Approval is at ReturnToWorkSA's discretion.

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

38 Military leave

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

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

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

39 Leave for official sporting events

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

40 Leave for blood donors

- 40.1 Employees may be granted paid leave to donate blood during normal business hours.
- 40.2 Approval is at ReturnToWorkSA's discretion.
- 40.3 Employees are expected to attend at times most convenient for operational efficiency.

41 Leave without pay

- 41.1 Employees may be granted leave without pay in certain circumstances for private purposes.
- 41.2 Approval is at ReturnToWorkSA's discretion.
- 41.3 Leave without pay (including unpaid parental leave) granted for periods accumulating to more than 22 working days in any one year of service do not count as service for any purpose, other than unpaid personal leave certified as having been caused by an illness arising from a pregnancy or birth.

42 Urgent special leave

- 42.1 Employees may be granted paid urgent special leave to provide for exceptional circumstances requiring them to take leave where they do not have any other accrued leave type available to them.
- 42.2 Approval is at ReturnToWorkSA's discretion.
- 42.3 Leave is limited to three days in any year of service (non cumulative). ReturnToWorkSA may exercise some discretion in extreme circumstances to exceed three days.

43 Trade union training leave

- 43.1 Employees who are members of the PSA or are Office Stewards/Job Representatives are eligible for nomination to attend trade union training courses approved by the Workers' Educational Association of South Australia Incorporated or other trade union training courses agreed between ReturnToWorkSA and the Industrial Association.
- 43.2 All nominations for attendance on courses must be made by the Industrial Association.
- 43.3 Approval to attend such courses is subject to:
 - 43.3.1 a certificate of eligibility signed by the General Secretary of the Industrial Association; and

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

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

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

44 Office steward/job representative

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

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

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

45 Amenities

45.1 ReturnToWorkSA will provide a luncheon room of a size adequate for use by its employees.

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

46 Dispute resolution

46.1 Any decision made under this Agreement may be reviewed on request by an aggrieved employee, except that decisions of ReturnToWorkSA relating to the termination of employment shall only be reviewable pursuant to the applicable legislation.

46.2 An employee may seek the advice, assistance and representation of an appointed office steward/job representative or other representative at any stage.

46.3 Without prejudice to any party, ongoing work responsibilities will continue as usual in accordance with the Agreement and ReturnToWorkSA's policies while the subject matter of the grievance is dealt with in accordance with this procedure.

46.4 The procedure will be as follows:

- 46.4.1 The employee should firstly discuss with the manager or decision maker any matter affecting them in which the grievance, dispute or likely dispute exists, in an informal manner;
- 46.4.2 If the grievance or dispute is not resolved, the employee should refer the matter to the relevant Executive Management Team member who shall arrange a conference of the parties;
- 46.4.3 This process shall be commenced within three (3) days of the grievance dispute or likely dispute or within such longer or shorter period as agreed by the parties;
- 46.4.4 If the matter is not resolved the parties will refer the matter to the CEO or the CEO's nominated representative for decision;
- 46.5 If a dispute in relation to a matter between the parties is unable to be resolved at the workplace, and all agreed steps for resolving it as detailed above have been taken, the parties agree that the dispute may be referred to the South Australian Employment Tribunal ("SAET").
- 46.6 The parties agree that the SAET may perform or exercise such functions or powers with respect to assisting the parties in the resolution of the matter by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration as the Commissioner might otherwise exercise under s82 of the *Fair Work Act 1994*.
- 46.7 Any dispute referred to the SAET under this clause should be dealt with by a member nominated by the President of the SAET.
- 46.8 The parties agree that the decision of the SAET will bind the parties, subject to either party exercising a right of appeal against the decision to the Full SAET.
- 46.9 If the Industrial Association reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the Industrial Association may seek redress to the SAET in relation thereto.

47 Probation

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

48 Police Checks and Employment Screenings

48.1 ReturnToWorkSA will implement police checks and other screenings that may be appropriate to the role as part of an Internal Fraud and Corruption Control Plan.

48.2 The following principles will be applied:

- employees with an adverse record are treated fairly and justly and with concern for natural justice; and
- employees do not have their career prospects limited due to direct or indirect consequences of the results of irrelevant material in Police Checks.

48.3 All information collected by Police Checks remains the property of the person who is the subject of the Police Check. No copies of Police Checks are to be made by ReturnToWorkSA and information contained in the Police Check must only be revealed to those agreed to in the policy and must be treated by those person with the strictest confidentiality.

49 Transfer to alternative position

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

49.1.1 a minimum of four weeks' notice in writing or a shorter period if agreed to by ReturnToWorkSA and the employee;

49.1.2 the duties of the alternative position being consistent with the employee's education, experience, skills and competencies;

49.1.3 no transfer of employment taking effect against an employee's will until such time as all of the provisions of the Dispute Resolution Procedure have been concluded in relation to any dispute arising out of a proposed transfer.

50 Casual employment

50.1 A casual employee means an employee who is engaged and paid as such on an hourly basis.

50.2 ReturnToWorkSA may employ persons on a casual basis for the purpose of meeting particular and short term needs.

50.3 A casual employee will be paid at an hourly rate which will be not less than the appropriate rate for the classification of the duties being performed, plus a loading of 25 per cent. The loading is in lieu of all paid leave (except long service leave) and public holidays not worked to compensate for the nature of casual employment. All other conditions in this agreement will apply to casual employees unless specifically excluded.

50.4 Where a casual employee works overtime or on a public holiday, the casual rate will be the base upon which the appropriate penalty rate is applied.

50.5 Where an employee is to be engaged for more than 6 months, consultation will occur with the Consultative Group prior to that decision being put into effect.

51 Fixed term employment

- 51.1 ReturnToWorkSA is able to offer positions on fixed term contracts of employment.
- 51.2 Fixed term contracts will normally apply for specific projects, periods of extended leave or where the function is of temporary nature or subject to review.
- 51.3 A person may be engaged as a term employee for duties required for the carrying out of a project of a duration not exceeding 5 years and the engagement may be extended, but not so that the term extends beyond the duration of the project.
- 51.4 A person may be engaged as a term employee for a specified term for duties required to be performed because of the absence of another employee and/or while selection processes are conducted in respect of the duties and the engagement may be extended but not so that the term extends unreasonably beyond the absence of the employee and the completion of the selection processes.
- 51.5 A person may be engaged as a term employee for a specified term not exceeding 2 years for duties that are subject to review or are otherwise of a temporary nature and the engagement may be extended but not so that the term extends beyond a total of 2 years.
- 51.6 A person engaged as a term employee may be offered ongoing employment provided the person's original appointment was through an appropriate selection process.

52 Additional Injury and Income Protection for Work Injuries

- 52.1 The parties agree on the provision of income protection for injured employees as set out in Appendix B of this Agreement.

Signed for and on behalf
of the ReturnToWorkSA Corporation

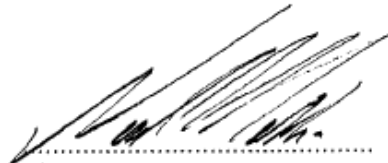


Signature

MICHAEL FRANCIS
Title *Chief Executive Officer*

23/6/21
Dated

Signed for and on behalf of the
Public Service Association of SA

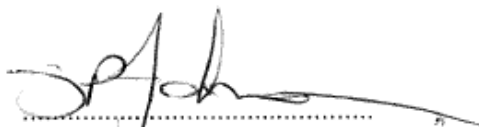


Signature

NEV KITCHIN
Branch Secretary PSA/PSU
Title

24/6/21
Dated

Director, Enterprise Bargaining,
Industrial Relations and Policy Branch,
Department of Treasury and Finance,
Under delegated authority on behalf of the Chief
Executive,
Department of Treasury and Finance
as the declared employer for public employees
Reg. 4, Fair Work Act (General) Regulations 2009
(SA)



Signature

Simon Johnson

25/6/21
Dated

.....
Title *Director, Enterprise
Bargaining.*

53 Appendix A - Remuneration system

The following outlines the system features and provisions.

53.1 Classification system

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

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

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

53.2 Salary ranges

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

The salary amounts in Appendix A are an employee's ordinary rate of pay.

53.3 Classification and salary range structure

With effect from the first full pay period in August 2021, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$104,781	\$107,517	\$110,239	\$112,973	\$115,711	\$118,432	\$121,168
4	\$88,359	\$90,650	\$92,941	\$95,230	\$97,522	\$99,812	\$102,102
3	\$72,915	\$74,802	\$76,691	\$78,581	\$81,088	\$82,976	\$84,864
2	\$60,227	\$61,772	\$63,323	\$64,866	\$66,412	\$67,960	\$69,508
1	\$48,626	\$49,859	\$51,078	\$52,314	\$53,549	\$54,769	\$56,004

With effect from the first full pay period in August 2022, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$106,248	\$109,022	\$111,782	\$114,555	\$117,331	\$120,090	\$122,864
4	\$89,596	\$91,919	\$94,242	\$96,563	\$98,887	\$101,209	\$103,531
3	\$73,936	\$75,849	\$77,765	\$79,681	\$82,223	\$84,138	\$86,052
2	\$61,070	\$62,637	\$64,210	\$65,774	\$67,342	\$68,911	\$70,481
1	\$49,307	\$50,557	\$51,793	\$53,046	\$54,299	\$55,536	\$56,788

With effect from the first full pay period in August 2023, the following grades and base salary ranges will apply.

Grade	Pay point 1 (minimum)	Pay point 2	Pay point 3	Pay point 4 (midpoint)	Pay point 5	Pay point 6	Pay point 7 (maximum)
5	\$107,842	\$110,657	\$113,459	\$116,273	\$119,091	\$121,891	\$124,707
4	\$90,940	\$93,298	\$95,656	\$98,011	\$100,370	\$102,727	\$105,084
3	\$75,045	\$76,987	\$78,931	\$80,876	\$83,456	\$85,400	\$87,343
2	\$61,986	\$63,577	\$65,173	\$66,761	\$68,352	\$69,945	\$71,538
1	\$50,047	\$51,315	\$52,570	\$53,842	\$55,113	\$56,369	\$57,640

53.4 Market Allowance

The Executive Management Team may decide, due to prevailing market pressures and/or strategic imperatives, to pay a Market Allowance in addition to the salary ranges in this Agreement for employees in certain positions, or in groups of positions. A signatory to this Agreement, may request an IT market rates survey to be undertaken to inform the Executive Management Team's consideration once during the life of this Agreement.

53.5 Higher duty provisions

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

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

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

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

Periods of higher duties will be taken into consideration should an employee be appointed at the higher level.

53.6 Promotion

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

54 Appendix B – Injury and Income Protection Policy

54.1 Preamble

54.1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

54.2 Funding Arrangements

54.2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

54.3 Administration of this Policy

54.3.1 The responsibility for administering this policy is vested in the Chief Executive or delegate.

54.3.2 In administering this policy the Chief Executive shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

54.4 Definitions

54.4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.

54.4.2 "Employer" means Chief Executive or delegate.

54.4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.

54.4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.

54.4.5 "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).

54.4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".

54.4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.

54.4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

54.5 Mutual Obligations

54.5.1 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.

54.5.2 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.

54.6 Return to Work Commitment

54.6.1 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.

54.7 Coverage and Benefits – Injuries on or after 1 July 2015

54.7.1 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 by another person that constitutes a criminal offence in the course

- of the workers employment or conduct by another person that appears to be criminal; or
 - iii. occurred as a direct and immediate result of conduct by another person 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:

54.7.2 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

54.7.3 A redemption of medical expenses referred to in 54.7.2.

54.7.4 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 54.7.4a).

54.8 Coverage and Benefits 1 July 2015

54.8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 54.7.1a) 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 Work Act 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:

54.8.2 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

54.8.3 A redemption of medical expenses referred to in 54.8.2.

54.8.4 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 54.8.4a); 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 Work Act 2014* had their compensable injury occurred after 1 July 2015.

54.8.5 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*.

54.9 Work Capacity Review Provision - as referred to in 54.7.4a) and 54.8.4a)

54.9.1 In regard to 54.7.4a) and 54.8.4a), 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.

54.9.2 A review of the assessment of a worker under 54.9.1 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.

54.9.3 An assessment under 54.9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.

54.9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:

a) having no current work capacity; and

b) likely to continue indefinitely to have no current work capacity.

54.9.5 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.

54.9.6 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.

54.9.7 The employer, upon receipt of an application under 54.9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 54.9.1 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.

54.9.8 The employer:

- a) must within 90 days of receiving an application under 54.9.6, make or refuse to make a decision under 54.9.7 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 54.9.7 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.

54.9.9 If the employer makes a decision under 54.9.7, the worker is entitled to financial support in accordance with clause 54.7.4 (for injuries occurring on or after 1 July 2015) or 54.8.4 (for injuries occurring prior to 1 July 2015).

54.9.10 The entitlement to financial support under 54.9.9 continues until—

- a) the employer ceases to be satisfied as to the matters specified in 54.9.7; or
- b) the worker otherwise ceases to be entitled to financial support under this policy.

54.10 Ceasing of Benefits

54.10.1 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.

54.10.2 Benefits pursuant to 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 54.9.1 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*.

54.10.3 If a worker applies for and takes a period of annual or long service leave, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

54.11 Provisions Applicable to Medical Expenses

54.11.1 In the case of 54.7.2 and 54.8.2, 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.

54.11.2 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*.