

ALLIED HEALTH PROFESSIONALS, ASSISTANTS AND PSYCHOLOGISTS ENTERPRISE AGREEMENT 2025

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PART A: PRELIMINARY

1. Enterprise Agreement

- 1.1 This enterprise agreement will be known as the *Allied Health Professionals, Assistants and Psychologists Enterprise Agreement 2025*.

2. Definitions

- 2.1. **Act** means the *Fair Work Act 1994* (SA) as amended or replaced.
- 2.2. **Agency** means any of the following in which persons are employed within the classifications specified in Appendix 2 and Appendix 4 of this Agreement from time to time:
- 2.2.1. any public sector agency that is an administrative unit (or an attached office) for the purposes of the PS Act; and
 - 2.2.2. Courts Administration Authority, Legal Services Commission of SA, Lifetime Support Authority, South Australian Housing Authority; and
 - 2.2.3. such other additional agencies as may from time to time be agreed between the Declared Employer, HSU and PSA or otherwise with the approval SAET.
- 2.3. **Agreement** means the *Allied Health Professionals, Assistants and Psychologists Enterprise Agreement 2025*.
- 2.4. **AHA** means an Allied Health Assistant as defined in Appendix 4 of this Agreement.
- 2.5. **AHP** means an Allied Health Professional as defined in Appendix 2 of this Agreement.
- 2.6. **Approval** means approval by the SAET.
- 2.7. **Award** means the SAPSSEI Award and the *Public Service (Recreation Leave Loading) Award* as applicable and as amended or replaced.
- 2.8. **Chief Executive** means the person who is the principal administrative officer within the named Agency (including a person acting there as), or the delegate or person authorised to act in the name thereof; and any reference to a chief executive will be taken as including a delegate thereof or an authorised person unless otherwise expressly stated.
- 2.9. **Commissioner's Determination** means a determination that may be made, varied, or substituted for by the Commissioner for Public Sector Employment under section 16 of the PS Act.
- 2.10. **CPSE** means the Commissioner for Public Sector Employment as appointed under the PS Act from time to time.
- 2.11. **Declared Employer** means the person who is declared as the employer of public employees for the purposes of section 4A of the *Fair Work Act 1994* (SA), from time to time.

- 2.12. **Employee** means a person who is employed within an Agency during the term of this Enterprise Agreement in a classification specified in Appendix 2 or Appendix 4 of this Enterprise Agreement but excluding persons described in Appendix 8.
- 2.13. **Employer** means the Declared Employer.
- 2.14. **HSU** means the Health Services Union, SA/NT Branch.
- 2.15. **PSA** means the Public Service Association of South Australia Incorporated.
- 2.16. **PS Act** means the *Public Sector Act 2009* (SA) as amended or replaced.
- 2.17. **PS Regulations** means the *Public Sector Regulations 2010* (SA) as amended or replaced.
- 2.18. **SAET** means the South Australian Employment Tribunal.
- 2.19. **SAPSSEI Award** means the *S.A. Public Sector Salaried Employees Interim Award* as varied or replaced.

3. Parties Bound and Application

This Agreement is binding on and will apply to the following employers (or successors), registered associations and employees:

- 3.1 the Declared Employer in respect of those Agencies in which Employees are engaged;
- 3.2 Employees;
- 3.3 the HSU in its capacity as agent of Employees who are its members, and additionally, in an independent capacity, on and from the registration of the Health Services Union (whether in respect of its SA/NT Branch or otherwise); and
- 3.4 the PSA, subject to execution of this Agreement.

4. Commencement Date and Period of Operation

- 4.1. This Agreement will operate from the date of Approval and will nominally expire 48 months (four years) thereafter.
- 4.2. The parties bound by this Agreement will commence negotiations for a new enterprise agreement no later than six (6) months prior to its nominal expiry.
- 4.3. This Agreement will continue to operate after the nominal expiry date in accordance with the Act.
- 4.4. The operative date for the provisions of this Agreement will be the date of Approval except where otherwise stated.
- 4.5. The parties acknowledge where a new allowance, or entitlement to other monetary payment, is introduced into this agreement Agencies will implement the new entitlement as soon as practicable. Once implemented, Employees will receive payment of the allowance, or other monetary payment, back to the first full paid period on or after the dates specified in the applicable clause.

5. Comprehensive Agreement

5.1. This Agreement:

- 5.1.1. operates in conjunction with the Award (where applicable to the Employee) and prevails over the Award to the extent of inconsistency;
- 5.1.2. supersedes and replaces the *South Australian Public Sector Enterprise Agreement: Salaried 2021*, in so far as that enterprise agreement applied to Employees;
- 5.1.3. operates to the exclusion of the SA Health (Health Care Act) Human Resources Manual such that the SA Health (Health Care Act) Human Resources Manual has no application whatsoever to Employees.

5.2. This Agreement does not affect any decision that operates at the time of Approval providing for an Employee to receive an allowance or other monetary payment outside of the terms of this Agreement, subject to the conditions of the applicable decision.

5.3. Notwithstanding clause 5.1.2, for Employees listed in Column 1 of the table below, the PS Regulations listed in Column 2 will apply as a term of this Agreement (with the reference to the *South Australian Public Sector Enterprise Agreement: Salaried 2021*, or predecessors, in those regulations to be taken as a reference to this Agreement) until any new regulation is made to extend the application of Part 7 of the PS Act to such Employees in the same manner as presently applies at which time this clause will cease to apply to those Employees:

Column 1: Employees	Column 2: PS Regulations
Employee of an employing authority under the <i>Health Care Act 2008</i> (SA)	Regulation 13(2f) as modified by regulation 13(2g) of the PS Regulations, but subject to clauses 15.2 and 15.3 of this Agreement.
Employee of the Chief Executive of the South Australian Housing Trust employed on or after 1 July 2018	Regulation 13(2j) as modified by regulation 13(2k) of the PS Regulations, but subject to clauses 15.2 and 15.3 of this Agreement.
Employee of the Lifetime Support Authority of South Australia (the Authority) under the <i>Motor Vehicle Accident (Lifetime Support Scheme) Act 2013</i> employed on or after 1 February 2014	Regulation 13(2b) as modified by Regulation 13(2c) of the PS Regulations, but subject to clauses 15.2 and 15.3 of this Agreement.

6. No Extra Claims

- 6.1. This Agreement is reached in full and final settlement of all claims.
- 6.2. No party bound by or that is a signatory to this Agreement will make or support any further claims during the nominal period during which this Agreement operates.

- 6.3. Clause 6.2 does not prevent a party from:
 - 6.3.1. Making enterprise bargaining claims for the terms of an agreement to replace this Agreement after bargaining has commenced for the purposes of clause 4.2.
 - 6.3.2. Seeking to make a Workplace Flexibility Agreement or Personal Flexibility Agreement under clauses 7 or 8 of this Agreement.
 - 6.3.3. Seeking to vary this Agreement for the purposes of clause 56.5 in accordance with the requirements of the Act.
- 6.4. For avoidance of doubt, a “claim” for the purpose of this clause:
 - 6.4.1. does not include a request by an individual Employee for additional remuneration (including but not limited to by way of payment of an allowance in the nature of an attraction and retention allowance under Commissioner’s Determination [1: Merit, Engagement, Assignment of Duties and Transfer of Non-Executive Employees]); but
 - 6.4.2. does include claims or requests made by a group of Employees who perform the same or a similar type of work (even if submitted individually), or their representatives, for additional remuneration (including but not limited to in the nature of an attraction and retention allowance).

7. Workplace Flexibility Agreements

- 7.1. A Chief Executive may introduce a Workplace Flexibility Agreement with Employees within their Agency, or a group of Employees within their Agency, to provide flexible employment arrangements that will better meet the operational needs of the service and the needs of those Employees (including taking into account Employees’ family and other non-work responsibilities).
- 7.2. Where a Chief Executive or Employees within an Agency intends to initiate a Workplace Flexibility Agreement, the initiator will notify the Chief Executive or Employee/s who are likely to be affected. A notification will include the terms of the proposal and an explanation of the manner in which it is intended to operate.
- 7.3. The initiator of the proposal will consult with the Chief Executive or affected Employees and employee representative/s (if any) (as applicable) in accordance with the consultative principles in clause 11.3 of this Agreement.
- 7.4. A Workplace Flexibility Agreement must not be put to vote where it proposes employment arrangements that are less favourable (considered as a whole) than this Agreement. This requirement will be deemed to be met where the relevant Agency, the affected Employees and the relevant employee representative have agreed that the requirement is met.
- 7.5. A Workplace Flexibility Agreement can be implemented after a majority of affected Employees agree (whether by ballot or otherwise) to the Workplace Flexibility Agreement.
- 7.6. The new employment arrangements will be set out in writing and will apply as if incorporated to this Agreement.

- 7.7. Any term in a Workplace Flexibility Agreement will prevail to the extent of inconsistency over a term of this Agreement or an Award.
- 7.8. Any Workplace Flexibility Agreement, including any previous such agreement (however described) operating at the commencement of this Agreement, is to have an effective term no longer than the expiry date of this Agreement.

8. Personal Flexibility Agreements

- 8.1. An individual Employee and Chief Executive of an Agency may mutually and voluntarily agree to make a written “Personal Flexibility Agreement” that will apply in accordance with this clause.
- 8.2. The Employee and Chief Executive of an Agency must Agree that there is mutual advantage in making such agreement (i.e. they each consider themselves better off overall having regard to this enterprise agreement and applicable award (considered as a whole)).
- 8.3. The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this Agreement (other than this clause) and/or applicable Award and will not operate for a period/s that extend/s beyond the life of this Agreement. For the avoidance of doubt, the terms of a Personal Flexibility Agreement will prevail over the terms of this Agreement or Award to the extent of inconsistency.
- 8.4. A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the Chief Executive and Employee.
- 8.5. A Personal Flexibility Agreement may, for example, provide for a personal arrangement as to the hours within which work is to be performed (whether at ordinary or penalty rates); configuration of working hours; and/or an all-inclusive or ‘loaded’ salary (that may have regard to eg. out of ordinary hours; split working day arrangement; personal configuration for hours work; on-call and/or recall; availability and/or work performed out of hours whether at a workplace or by telephone and/or electronic means; annualised salary having regard to working arrangement and/or anticipated out of hours work; the particular nature of the work being performed; or otherwise). Other than in relation to personal details, the content of a Personal Flexibility Agreement will not be confidential.
- 8.6. A request by an individual Employee to an Agency for a Personal Flexibility Agreement is not a breach of the no extra claims clause and an Agency is not required to accede to such request (i.e. it is wholly voluntary on the part of each of the Employee and Agency). Despite any other clause of this Agreement, a decision by an Employee or an Agency to not consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review.
- 8.7. In this clause, “individual Employee” means an Employee:
 - 8.7.1. whose salary is not less than the equivalent of step 5 of AHP-2 (irrespective of classification stream); or
 - 8.7.2. who has not less than 10 years experience in the occupation or duties for which the employee is employed (whether gained within or outside the public sector); or

- 8.7.3. who is employed in a discrete function or occupation/profession for which personalised flexibility is considered both by the employee and the chief executive as being mutually beneficial.

9. Rights to be Represented and Association Rights

- 9.1. A reference in this clause to "association" includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009* (Cth).
- 9.2. In addition to the rights and obligations contained in section 140 of the Act, an official and/or officer of an association may enter workplaces for the following purposes connected with the work or industrial interests of members and potential members of that association:
 - 9.2.1. To communicate with members and potential members.
 - 9.2.2. To place association information on a noticeboard in a prominent location in the workplace.
 - 9.2.3. To represent Employees in relation to any industrial matter in which they require representation.
 - 9.2.4. To deal with grievances and disputes and represent Employees under any relevant grievance and dispute resolution procedure.
 - 9.2.5. To participate in consultative processes, including those established by legislation (e.g. PS Act) and industrial instruments including this Agreement.
 - 9.2.6. To represent Employees in meetings with the Employer.
 - 9.2.7. To participate in induction processes/meetings for new Employees, which includes an opportunity where reasonable to meet with new Employees. Meetings for the purposes of this clause will be facilitated at the workplace during working hours.
- 9.3. Subject to operational requirements, the Employer will:
 - 9.3.1. allow reasonable access to meeting space for the purpose of this clause;
 - 9.3.2. allow access to be announced by the association in an appropriate manner and permit Workplace Delegates (as defined in clause 10.1.2) to inform members about arrangements for the access.
- 9.4. The exercise of any right under this clause is subject to the provisions that apply under section 140 of the Act.

10. Workplace Delegates

- 10.1. A reference in this clause to:
 - 10.1.1. "association" includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered

organisations for the purposes of the *Fair Work (Registered Organisations) Act 2009* (Cth).

- 10.1.2. “Workplace Delegate” (however described) means an Employee who has been authorised by the association to act as its representative at a workplace.
- 10.2. If requested, the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election. This may include a letter signed on behalf of the association confirming their appointment or election as a Workplace Delegate.
- 10.3. The parties acknowledge that Workplace Delegates:
 - 10.3.1. have a legitimate role to play at work; and
 - 10.3.2. need to balance their obligations as Employees with their role as Workplace Delegates.
- 10.4. The relevant manager and Workplace Delegates will treat each other with respect in accordance with the Code of Ethics for the South Australian Public Sector.
- 10.5. Subject to operational requirements, association Workplace Delegates are entitled to:
 - 10.5.1. Reasonable paid time to participate in consultation and grievance and dispute resolution processes under the terms of this Agreement and legislation, or in other consultative forums established by the Employer.
 - 10.5.2. Represent the interests of members in discussions with the relevant manager during paid time.
 - 10.5.3. Be provided with reasonable information about the workplace to assist them in performing their role.
 - 10.5.4. Reasonable time off work without loss of pay to assist in representing the interests of members in industrial tribunals.
 - 10.5.5. Reasonable time without loss of pay for the discussion of association matters with association officers and officials.
 - 10.5.6. Reasonable time off work without loss of pay to participate in the operation of their association, where the Worksite Representative holds an elected office in the association (including sub-branches).
 - 10.5.7. Time off work to attend association education and training consistent with the trade union training leave provision in CPSE Determination 3.1 - Hours of Work, Overtime and Leave. Such leave will not be unreasonably refused.
 - 10.5.8. Reasonable time off work without loss of pay to address new Employees about the benefits of association membership at the time they enter employment.
- 10.6. Subject to operational requirements, the Employer must allow a Workplace Delegate

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reasonable use of facilities, including meeting rooms, for the purpose of carrying out that role.

PART B – CONSULTATION AND DISPUTE RESOLUTION

11. Consultation

- 11.1. Where a decision is made to propose a Workplace Change, the Chief Executive will consult with affected Employee/s and their representatives (where relevant) in accordance with this clause, unless otherwise provided in this Agreement.
- 11.2. **“Workplace Change”** means a change in the Agency’s program, production, organisation (including workforce size and other workforce reform), physical workplace, structure, technology, or a change in workplace arrangements (for example, the introduction of an on call roster or how work is organised), that would have a significant effect (which may be permanent or temporary) on Employees. Change that is provided for under this Agreement is not “Workplace Change”.
- 11.3. When clause 11.1 applies, the parties commit to the following consultative principles:
- 11.3.1. Consultation involves the sharing of information and the exchange of views between employers, employees and their representatives and the genuine opportunity for them to contribute to any decision-making process. All parties accept the information to be shared, and the nature of the consultation process, must be proportionate to the nature of the Workplace Change and the likely effects on Employees.
 - 11.3.2. Workplace Change which affects Employees should not be implemented before appropriate consultation has occurred with employee representatives.
 - 11.3.3. Employers and Agencies consult in good faith, not simply advise what will be done and will give genuine consideration to matters raised about the proposed Workplace Change by Employees and their representatives. Likewise, Employees and their representatives (where relevant) must participate in consultation processes in good faith.
 - 11.3.4. Effective workplace relationships are achieved where appropriate consultation between the parties occurs on a regular basis.
 - 11.3.5. Employee representatives will be given reasonable opportunity to consult with their members in a manner which does not impact service delivery.
- 11.4. For the purposes of implementation of this Agreement, Agencies should engage with employee associations to establish arrangements for ongoing engagement.

12. Grievance and Dispute Avoidance Procedure

- 12.1 These procedures aim to avoid industrial disputes in the Agencies covered by this Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoiding interruption to work performance and service delivery.
- 12.2 If a dispute relates to a matter arising under this Agreement, this clause sets out procedures to settle the dispute.

- 12.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.4 In the first instance, the parties to the dispute must try to resolve the dispute via the following:
- 12.4.1 local workplace level discussions between the Employee/s and relevant supervisor/s and/or management ('workplace discussions'); and
 - 12.4.2 if discussions at the local workplace level do not resolve the dispute, Agency level discussions between the Employee/s and/or their representative and the Agency's workforce management representative ('agency discussions'),
- while work continues maintaining the status quo existing immediately prior to the dispute (unless a bona fide health and safety issue is involved or unless clause 34.5.6, in Part F applies).
- 12.5 It is expected that, ordinarily, discussions for the purposes of clause 12.4 will occur in person.
- 12.6 For the purposes of agency discussions:
- 12.6.1 Where a dispute arises within the Department for Health and Wellbeing, agency discussions must first occur at the level of the Local Health Network, and if not resolved, must be promptly referred by the Local Health Network to the Department level.
 - 12.6.2 Where a dispute arises within the Department for Education, the party who seeks to progress to agency discussions must refer the dispute to the Executive Director, People & Culture.
 - 12.6.3 Any other Agency may establish procedures about who must be involved in agency level discussions, including who a dispute must be referred to at that stage of the dispute process.
- 12.7 If there is an undue delay by any party in responding to the dispute, the party complaining of the delay may take the matter to another level of the procedure if the parties believes it is desirable to do so.
- 12.8 Where a dispute is about an Employee's workload, the workplace discussions are to commence as soon as practicable and in the first instance include a discussion between the Employee and their manager initiated within 24 hours of the dispute notification. If the matter is not able to be resolved between the Employee and their manager, workplace discussions should involve the applicable Director before the matter progresses to agency discussions.
- 12.9 If workplace or agency discussions do not resolve the dispute, a party to the dispute may refer the matter to the SAET.
- 12.10 The SAET may deal with the dispute in two stages:
- 12.10.1 The 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

12.10.2 If the SAET is unable to resolve the dispute at the first stage, the SAET may then:

12.10.2.1 arbitrate the dispute; and

12.10.2.2 make a determination that is binding on the parties to the dispute.

Note: If the SAET arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 1994*.

12.11 During the dispute resolution process:

12.11.1 a party bound by this Agreement or signatory to this Agreement must not take or threaten to take industrial action or encourage, directly or indirectly, industrial action to be taken by others;

12.11.2 an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to his or her health or safety; and

12.11.3 an Employee must comply with a direction given by the Chief Executive to perform other available work at the same workplace, or at another workplace, unless:

12.11.3.1 the work is not safe; or

12.11.3.2 applicable occupational health and safety legislation would not permit the work to be performed; or

12.11.3.3 the work is not appropriate for the employee to perform; or

12.11.3.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

12.12 No party will be prejudiced by the continuance of work in accordance with this clause.

12.13 The parties to the dispute agree to be bound by a decision made by the SAET in accordance with this clause.

12.14 In this clause the term “industrial action” has the same meaning as in the Act.

PART C – TYPES OF EMPLOYMENT

13. Types of Employment

13.1 Employees under this Agreement may be employed in any one (1) of the following categories:

13.1.1 an ongoing employee; or

13.1.2 a term employee; or

13.1.3 a casual employee.

13.2 At the time of engagement, the Employer will inform each Employee of the terms of their engagement, and in particular, whether they are to be an ongoing employee, term employee or casual employee.

14. Ongoing Employment

14.1 Ongoing employment is where there is no end date in the instrument of engagement.

15. Term Employment

15.1 Term employment means where an Employee is engaged for a specified term.

15.2 Subject to clause 15.3, section 45(3) of the PS Act and regulation 15 of the PS Regulations will apply to Employees bound by this Agreement as a term of this Agreement.

15.3 Clause 15.2 will not apply to an Employee where section 45(3) of the PS Act (and regulation 15) applies to the Employee because of the terms of the PS Act or PS Regulations.

16. Graduate Employment

16.1 When an Employee has been engaged as a graduate and has successfully completed their study component, has satisfactory performance appraisals throughout their employment, and upholds the public sector values, the Employee will be offered to have their engagement as a term employee extended for a period of up to 12 months at their same level (but not so as to exceed a total period of engagement of 24 months) pursuant to section 45(3)(d) of the PS Act from the date of completion of the study component.

16.2 A formal letter of extension of the engagement will be provided to the Employee.

16.3 For the purposes of this clause:

16.3.1 '*engaged as a graduate*' means engagement by an Agency under a formal program for the engagement of university graduates;

16.3.2 an Employee '*engaged as a graduate*' will be considered to have already undertaken a merit-based engagement process when being considered for assignment to an ongoing position at the same level or accepting other public sector employment at the same level; and

- 16.3.3 nothing in the clause precludes a graduate from being assigned to an ongoing position or accepting other public sector employment during the 12-month extension of employment.

17. Voluntary Flexible Working Arrangements

- 17.1 The parties acknowledge the mutual benefit to an Agency and Employee of Voluntary Flexible Working Arrangements (**VFWA**) to balance work and other (including family) commitments.
- 17.2 Agencies will promote and improve the awareness of VFWAs.
- 17.3 A Chief Executive will consider an Employee's request to participate in a VFWA having regard to both the operational needs of the Agency or particular workplace, and the Employee's circumstances.
- 17.4 This clause applies for the period an Employee participates in a VFWA.
- 17.4.1 Subject to this clause, the salary or wages payable to an Employee, or applicable to a position, where the Employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the Employee is participating, notwithstanding any other provision in, or Appendix of, this Agreement or an Award.
- 17.4.2 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.
- 17.4.3 Where an Employee is participating in a Compressed Weeks type of VFWA, the nominated 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 (or, where the Employee's Ordinary hours are averaged over a longer period in accordance with Part F of this Agreement, such longer period).
- 17.4.4 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 Agreement in the event the employee immediately becomes employed by the employer party), the payment (or the transferred leave credits) will have regard to any period/s in which the Employee participated in a VFWA and be adjusted accordingly.

18. Agency Deployment

- 18.1. Without limiting the provisions in applicable legislation that allow for transfer of employees, a Chief Executive may deploy Employees as operationally required within the Agency in which the Employee is engaged. This may involve transferring an Employee into a different position within the Agency.
- 18.2. A deployment or transfer under clause 18.1 will not occur without consultation in accordance with the consultation process in this Agreement.

PART D – SALARY AND WAGES

19. Salary Increases

19.1. Except as provided by this clause, the salaries payable to Employees are those detailed in Appendix 1 which provides for salaries which will operate from the first full pay period (ffpp) to commence on or after the dates specified (the “applicable date”), namely:

19.1.1. 1 May 2025

19.1.2. 1 May 2026

19.1.3. 1 May 2027

19.1.4. 1 May 2028

19.2. Where applicable, a reference in Appendix 1 to a date will be taken to mean the first full pay period to commence on or after that date.

20. AHA – Removal of Aged-Based Increments

20.1. With effect from the first full pay period to commence on or after 1 May 2025, an Employee who was paid at one of the following increments under the *South Australian Public Sector Enterprise Agreement: Salaried 2021* immediately prior to commencement of this Agreement, will be paid at AHA-1, increment 1:

20.1.1. AHA-1 17 years & under;

20.1.2. AHA-1 18 years;

20.1.3. AHA-1 19 years; and

20.1.4. AHA-1 20 years.

21. Pegged Employee

21.1. 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.

21.1.1. A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this 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.

21.1.2. Once the rate of pay for a pegged employee’s classification equals or exceeds the Employee’s pegged rate, the Employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

22. Incremental Progression

- 22.1. An Employee will progress to the next increment as currently occurs ('their expected increment date') unless, in the course of implementing an Agency's performance management and/or development system (however described), the Employee is assessed either as not performing at a satisfactory level (i.e. the work being performed or produced is not commensurate with the level, quality and timeliness required from the duties (or position)); or as not meeting performance standards. For the purposes of this clause, this assessment is referred to as 'the initial assessment'.
- 22.2. An Employee will be entitled to at least three calendar months prior written notice of the initial assessment 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.
- 22.3. 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.
- 22.4. 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).
- 22.5. During the six months after the initial assessment, an Employee may, at not less than three monthly intervals, request to be reassessed.
- 22.6. If, during six months after the initial assessment, an Employee is assessed as:
 - 22.6.1. performing at a satisfactory level or as meeting performance standards, the Employee will progress to the next incremental level at the six calendar month anniversary after what would otherwise have been their expected incremental date; or
 - 22.6.2. not performing at a satisfactory level or as not meeting performance standards, the Employee will not progress to the next increment level.
- 22.7. If, more than six months after the initial assessment, an Employee is assessed as:
 - 22.7.1. performing at a satisfactory level or as meeting performance standards, the Employee will progress to the next incremental level at the twelve month anniversary after what would otherwise have been their expected incremental date; or
 - 22.7.2. not performing at a satisfactory level or as not meeting performance standards, the Employee will not progress to the next increment level.
- 22.8. 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.

22.9. 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.

22.10. This clause does not apply to a qualification-based increment and is not intended to preclude a process that may occur pursuant to the PS Act.

23. Salary Packaging Arrangements

23.1. 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

23.2. Subject to this clause, the salary payable to an Employee, or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Appendix of, this Agreement.

23.3. Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the Employee not entered into an SSA.

23.4. 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 Agreement tin the even the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the Employee not entered into an SSA.

24. Reclassification

Where an Employee applies for reclassification and is successful, the operative date for reclassification will be the date of lodgment of the application.

PART E – ALLOWANCES AND REIMBURSEMENTS

25. On-Call/Recall

- 25.1. The provisions relating to on-call and recall, which are prescribed in the SAPSSEI Award and which are not specifically referred to in this clause or elsewhere in this Agreement, will continue to apply including in relation to overtime.

[note: clause 6.1.8 of the SAPSSEI Award applies in relation to these matters]

25.2. On-Call Allowances

- 25.2.1. Employees bound by this Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:

On-call Allowance	First full pay period on or after 1 May 2025	First full pay period on or after 1 May 2026	First full pay period on or after 1 May 2027	First full pay period on or after 1 May 2028
Monday - Friday	\$37.08	\$38.37	\$39.72	\$40.17

- 25.2.2. Employees bound by this 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	First full pay period on or after 1 May 2025	First full pay period on or after 1 May 2026	First full pay period on or after 1 May 2027	First full pay period on or after 1 May 2028
Weekends/Public Holidays/Rostered Days Off	\$64.95	\$67.22	\$69.57	\$71.31

- 25.2.3. If an Employee is rostered on-call:

- 25.2.3.1. For a continuous period that spans and includes both 'a night time' during Monday – Friday and an immediately following (full day) public holiday; or
- 25.2.3.2. Of 'a night time' during Monday – Friday that is a 'part-day public holiday',
- (i) the on-call allowance in sub- clause 25.2.2 will apply to the 'night time' (i.e. instead of the rate in clause 25.2.1),

- (ii) For example: (a) If a public holiday falls on a Wednesday and the Employee is rostered on-call for both the Tuesday night time and the full public holiday, the Employee will be entitled to the public holiday on-call rate for the Tuesday 'night time' period. (b) If a 'part-day public holiday' 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.

26. Reimbursement of Reasonable Travel Costs

- 26.1. Where an Employee, other than a casual Employee, is required to work outside of their Ordinary hours 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.
- 26.2. 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.
- 26.3. The Employee ordinarily uses public transport.
- 26.4. Travel is by the most direct or appropriate route.
- 26.5. Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.
- 26.6. 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.

27. Immediate Recall Provisions – Perfusionist, Cardiac Physiologist, Radiographer or Sonographer

- 27.1. An immediate recall allowance as specified below is payable to Perfusionists, Cardiac Physiologists, Radiographers and Sonographers subject to the following eligibility criteria being met.
- 27.2. Eligibility criteria: The relevant responsible Consultant in Charge or Nurse Manager must require such an AHP to return to work on an urgent basis (usually within thirty minutes) where the service requires emergency clinical intervention on a time-critical basis to assist with the treatment of patients who have suffered the following:
 - 27.2.1. a stroke;
 - 27.2.2. ST segment Elevation Myocardial Infarction;
 - 27.2.3. cardiac event requiring emergency clinical intervention (excluding patients presenting for assessment or established as stable).
- 27.3 Immediate recall allowance:

Immediate recall allowance	First full pay period on or after 1 May 2025	First full pay period on or after 1 May 2026	First full pay period on or after 1 May 2027	First full pay period on or after 1 May 2028
Monday to Friday	\$83.20	\$86.11	\$89.13	\$91.35
Weekends/Public Holidays/Rostered Days Off	\$93.60	\$96.88	\$100.27	\$102.77

28. Payment Of Additional Duties

- 28.1. There is no minimum statutory requirement relating to the number of days that additional duties are to be performed for an Employee to be paid an allowance for performing such duties, (i.e. a minimum of 5 days is not required to enable a payment to be made).
- 28.2. The following considerations are to be taken into account in determining whether an additional duties allowance is payable to an Employee, and if so, what quantum of allowance is to be paid:
- 28.2.1. an Employee is entitled to be paid for the work value of the duties they are required to perform;
 - 28.2.2. Chief Executives and delegates should consider each situation on a case by case basis having regard to the nature and responsibilities of the requisite duties, including whether or not the Employee is required to exercise delegated authority;
 - 28.2.3. a reasonably estimated work value of the additional (higher) duties required to be performed by the Employee;
 - 28.2.4. the extent to which some or all of the duties of an absent employee are being performed; are likely to be performed; or are shared or distributed amongst other employees;
 - 28.2.5. if some or all of the relevant duties are performed in the absence of another employee, the difference in remuneration payable to that employee and the normal substantive remuneration payable to the person directed to perform the additional (higher) duties; and
 - 28.2.6. the period during which the duties are to be performed.

29. Professional Development

Professional Development Allowance

- 29.1. An Agency will pay each Employee classified as an AHP the following Professional Development Allowance subject to the eligibility criteria and conditions in clause 29.2 below.

Allowance payable per annum from 1 May 2025 (first pay period on or after (ffpp))	Allowance payable per annum from 1 May 2026 (ffpp)	Allowance payable per annum from 1 May 2027 (ffpp)	Allowance payable per annum from 1 May 2028 (ffpp)
\$1,000	\$1,035	\$1,071.22	\$1,098

29.2. The Allowance:

- 29.2.1. will be paid on a fortnightly basis at the same time as salary including during periods of paid leave;
- 29.2.2. will not be paid to casual employees;
- 29.2.3. will not apply for any other purpose of this Agreement or an Award, such as overtime, recall, shift penalties and other allowances;
- 29.2.4. will be payable only once per Employee per annum, even where an Employee holds multiple appointments within an Agency.

Reimbursement of Expenses

29.3. In addition to the Professional Development Allowance under clause 29.1, an Employee is entitled to reimbursement of professional development expenses subject to the eligibility criteria and conditions in clause 29.4 below.

29.4. The eligibility criteria and conditions for reimbursement under clause 29.3 are:

- 29.4.1. Reimbursement under clause 29.3 is only available to an Employee classified as an AHP.
- 29.4.2. The maximum expenses to be reimbursed by an Agency to an Employee (regardless of the number of appointments the Employee holds within the Agency) is as follows:

Classification level	Maximum reimbursement entitlement per annum
AHP-1	No reimbursement entitlement
AHP-2	Up to \$1,000
AHP-3 and above	Up to \$1,500

- 29.4.3. For the purposes of clause 29.3 a “**professional development expense**” is any expense incurred by the Employee toward development of skills or knowledge relevant to their profession.
- 29.4.4. An Employee’s reimbursement entitlement will re-set annually on the anniversary of the commencement date of this Agreement (**PD reimbursement year**). The reimbursement entitlement does not accrue or accumulate from year to year.
- 29.4.5. An Employee will not be entitled to reimbursement of an expense under clause 29.3 which was incurred by the Employee more than 12 months prior to the date of the application for reimbursement.

- 29.4.6. If an Employee applies for reimbursement of a professional development expense incurred in the previous PD reimbursement year (of an expense which was incurred by the Employee not more than 12 months prior to the application for reimbursement), reimbursement of the expense by the Employer will be deducted from the Employee's Maximum reimbursement entitlement for the previous PD reimbursement year (if the maximum has not already been reimbursed).
- 29.5. An application for reimbursement under clause 29.4 will not be unreasonably refused. Reasons for refusal will be provided. For the avoidance of doubt, if an application is refused, clause 12 is available.
- 29.6. An Employee may apply for reimbursement of a professional development expense above the value provided by clause 29.4. Any additional reimbursement under this clause 29.6 will be at the Agency's discretion.
- 29.7. Reimbursements under this clause 29 will be made by the Agency as soon as practicable following the latter of the date of approval of the reimbursement by the Agency or the date that the Employee incurs the expense. If reimbursement is not provided within 55 days, the Agency must advise the Employee of the expected time when payment will be made.
- 29.8. Any costs that have been reimbursed to an Employee under this clause 29 must be repaid if the Employee does not attend or (if relevant) successfully complete the professional development.
- 29.9. Clause 29.8 does not apply if the Employee's non-attendance or failure to complete the professional development was due to circumstances beyond their control, such as illness, and the Employee would otherwise bear the cost for of the professional development because a refund is not available.

Professional Development Leave

- 29.10. Subject to clause 29.11, an Employee is entitled to leave to attend professional development as follows:
- 29.10.1. in all cases, five days over two years;
- 29.10.2. for Employees whose place of work is more than 100km by road and/or ferry from the Adelaide General Post Office, 1 day of travelling time each year;
- 29.10.3. for Employees whose place of work is more than 200km by road and/or ferry from the Adelaide General Post Office, 2 days of travelling time each year.
- 29.11. Leave provided by clause 29.10 is available provided the following conditions are met:
- 29.11.1. the professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the Employee's profession; and
- 29.11.2. the Employee holds a position which requires the Employee to maintain the registration or accreditation.

Other

29.12.If:

- 29.12.1. an Employee's participation in professional development has been approved in circumstances where the Employee has agreed to contribute to the costs of participating; and
- 29.12.2. the Employee is later instructed not to attend the professional development,

the Employee must be reimbursed for any costs the Employee has incurred (not limited to travel, accommodation and conference fees) and which formed part of the relevant request.

30. Additional Qualifications**General**

30.1. An Employee will be entitled to an Additional Qualifications Allowance specified in clause 30.2 and subject to the eligibility criteria and conditions in clause 30.3.

30.2. Amount of Allowance:

Additional Qualification	Allowance payable per annum from 1 May 2025 (first pay period on or after (ffpp))	Allowance payable per annum from 1 May 2026 (ffpp)	Allowance payable per annum from 1 May 2027 (ffpp)	Allowance payable per annum from 1 May 2028 (ffpp)
Graduate Certificate	\$714	\$738.99	\$764.85	\$783.98
Graduate diploma	\$918	\$950.13	\$983.38	\$1,007.97
Second degree, Masters or PhD	\$1,123	\$1,162.31	\$1,202.99	\$1,233.06

30.3. Conditions:

- 30.3.1. The Additional Qualification must be in addition to the baseline/entry level qualification for the AHP's position.
- 30.3.2. Only one allowance is payable at a time being the higher or highest allowance available to the Employee.
- 30.3.3. The allowance:
- 30.3.3.1. Is payable to Employees classified as AHPs only.
- 30.3.3.2. Is payable where, in the Employer's view, the additional qualification is directly relevant to the work performed by the Employee.
- 30.3.3.3. Is payable in fortnightly instalments.

- 30.3.3.4. Is not included for the purposes of calculating overtime and penalty rates.
- 30.3.3.5. Is payable on leave but not parental leave.
- 30.3.3.6. Is payable to part-time Employees on a pro-rata basis and is not payable to casuals.
- 30.3.3.7. Is not payable to Employees classified at AHP-5 or above.
- 30.3.4. Clause 12 is available in the event of a dispute about the whether the additional qualification is relevant.

Psychologists – Area of Practice Endorsement

- 30.4. An Employee who is employed within an Agency in a position as an AHP is entitled the following allowances on the conditions set out in clause 30.5:

Classification	Allowance payable per annum from 1 May 2025 (first pay period on or after (ffpp))	Allowance payable per annum from 1 May 2026 (ffpp)	Allowance payable per annum from 1 May 2027 (ffpp)	Allowance payable per annum from 1 May 2028 (ffpp)
AHP-1	\$8,359.40	\$8,651.98	\$8,954.80	\$9,178.67
AHP-2	\$10,224.00	\$10,581.84	\$10,952.20	\$11,226.01
AHP-3	\$11,174.60	\$11,565.71	\$11,970.51	\$12,269.77
AHP-4	\$12,444.90	\$12,880.47	\$13,331.29	\$13,664.57
AHP-5	\$13,928.10	\$14,415.58	\$14,920.13	\$15,293.13
AHP-6	\$15,293.30	\$15,828.57	\$16,382.57	\$16,792.13

- 30.5. Conditions:

- 30.5.1. The Employee must hold an Area of Practice Endorsement provided by the Psychology Board of Australia.
- 30.5.2. The Employee must be registered with the Psychology Board of Australia.
- 30.5.3. Where required by the relevant Agency, an Employee who receives this allowance will work towards obtaining Board Approved Supervisor status.
- 30.5.4. The Employee may be required to supervise other psychologists and students.
- 30.5.5. An Employee in receipt of an allowance under clause 30.4 is not entitled to any applicable allowance under clause 30.1.

30.5.6. The allowance:

30.5.6.1. Is payable in fortnightly instalments.

30.5.6.2. Is not included for the purposes of calculating overtime and penalty rates.

30.5.6.3. Is payable on leave but not parental leave.

30.5.6.4. Is payable to part-time Employees on a pro-rata basis and not casual Employees.

31. Regional Incentives

31.1. An Employee who is appointed to a position in a Regional Zone location identified in Appendix 5 of this Agreement is entitled to the Regional Incentive Payment (**Incentive Payment**) in clause 31.2 subject to the conditions in clause 31.3.

31.2. Incentive Payments:

Zone	Allowance payable per annum from commencement of Agreement (first full pay period on or after (ffpp))	Allowance payable per annum from 1 May 2026 (ffpp)	Allowance payable per annum from 1 May 2027 (ffpp)	Allowance payable per annum from 1 May 2028 (ffpp)
MMM3	\$882	\$912.87	\$944.82	\$968.44
MMM4	\$1,765	\$1,826.78	\$1,890.71	\$1,937.98
MMM5	\$3,530	\$3,653.55	\$3,781.42	\$3,875.96
MMM6	\$5,736	\$5,936.76	\$6,144.55	\$6,298.16
MMM7	\$7,060	\$7,307.10	\$7,562.85	\$7,751.92

31.3. Conditions:

31.3.1. The Incentive Payment is only payable to an Employee employed as an AHP.

31.3.2. The Incentive Payment is payable only to an Employee who commences an appointment in a Regional Zone location on or after commencement of this Agreement. An Employee does not “commence” an appointment for the purposes of this clause where an existing term appointment is extended or renewed.

31.3.3. If during the life of this Agreement there are changes to the zone assigned to a location under the Modified Monash Model, those changes will only be implemented by agreement between the parties. Otherwise, the zone to which a location is assigned under Appendix 5 will continue to apply.

31.3.4. The allowance is payable in fortnightly instalments. In the period before 1 May 2026 (ffpp) the fortnightly amount payable will be worked out by dividing the per annum allowance (eg MMM3 \$882) by 26.

31.3.5. The Employee ceases to be entitled to the allowance after completion of the fifth year in a specified zone. If within the five year Incentive Payment period the Employee is appointed to a position in a different Regional Zone, they will receive the Incentive Payment applicable to the new

appointment for the balance of the five year period (provided they remain within a specified zone) but not for a further five year period.

- 31.3.6. Part-time Employees will receive the allowance on a pro-rata basis and is not payable to casuals.
- 31.3.7. The allowance does not apply where the Employee commutes to their workplace from outside of the relevant zone in circumstances where the Agency meets the cost of the commute (including but not limited to travel and accommodation costs).
- 31.3.8. If an Employee holds multiple positions across multiple agencies, their entitlement to the Incentive Payment will be determined with reference to each position separately.

31.4. For the purposes of this clause, “MMM” or “**Modified Monash Model**” is a reference to the method that has been used to determine the zone of a regional location for the purposes of the Agreement.

32. Allied Health Professionals Employed at the Department for Child Protection

32.1. An Employee appointed to a position as an AHP within the Department for Child Protection is entitled to an allowance in accordance with Appendix 6 of this Agreement on the conditions in clause 32.2.

32.2. Conditions:

- 32.2.1. The allowance is payable in fortnightly instalments.
- 32.2.2. Part-time Employees will receive the allowance on a pro-rata basis and is not payable to casuals.
- 32.2.3. The allowance will be payable during paid leave but not parenting leave.
- 32.2.4. The allowance will not be payable for all purposes, including when calculating overtime, shift penalty and other payments under the Agreement or Award.

33. Management Allowance

33.1. The following management allowance (payable fortnightly) will be paid for all purposes to Employees classified at AHP-3, AHP-4 and AHP-5 who expressly have “managerial responsibilities” as defined in Appendix 2:

First full pay period on or after 1 May 2025	First full pay period on or after 1 May 2026	First full pay period on or after 1 May 2027	First full pay period on or after 1 May 2028
\$2,546.96	\$2,636.10	\$2,728.37	\$2,796.58

PART F – HOURS OF WORK AND RELATED MATTERS

34. Hours of Work

34.1. Subject to clause 34.2, the ordinary hours of work are (**Ordinary hours**):

- 34.1.1. an average of 38 per week over a period of not more than four (4) weeks;
or
- 34.1.2. by agreement between the Chief Executive and Employee, an average of 38 per week over a longer period but not longer than a period of six (6) months.

34.2. The Chief Executive may elect to apply clause 34.1 on the basis of an average of 37.5 hours over the applicable period.

34.3. The period over which Ordinary hours are averaged should be advised in writing to Employees and not be changed without consultation.

34.4. Ordinary hours will be worked:

- 34.4.1. in shifts of not less than 7.5 hours, subject to agreed flexible working arrangements and clause 36; and
- 34.4.2. in shifts of not more than twelve (12) hours;
- 34.4.3. where practicable, and without affecting clauses 6.1.8.2 and 6.1.8.3 of the SAPSSEI Award, with 10 consecutive hours off duty between rostered shifts (noting that an Employee who is rostered on-call but is not recalled to the workplace is considered to be “off duty”).

34.5. Where required by the Chief Executive, Ordinary hours may be rostered over all seven days of the week in accordance with the following:

- 34.5.1. New Employees (which includes an existing Employee of an Agency who applies for and accepts a new position) may be engaged on the basis that they are required to be available to work a roster pattern over seven days.
- 34.5.2. Unless otherwise agreed, where the Chief Executive requires an existing Employee to be available to work a roster pattern involving Ordinary hours over seven days in their existing position, not less than three (3) months' notice must be provided to the Employee.
- 34.5.3. Unless otherwise agreed, where the Chief Executive no longer requires an Employee to be available to work a roster pattern involving Ordinary hours across seven days, not less than three (3) months notice must be provided of the cessation of that requirement. There may be circumstances where cessation of a seven day service occurs on less than three (3) months notice. If, in those circumstances, an Employee seeks to continue to work Ordinary hours across seven days for the notice period, the Chief Executive may reasonably deploy the Employee to alternative sites/services where seven day rostering is required for the balance of the notice period.

- 34.5.4. Despite any other provision of this Agreement, consultation is required only once a decision has been made by the Chief Executive to introduce or cease rostering over seven days for the purposes of clauses 34.5.2 and 34.5.3. Consultation about implementation of a decision to change to or cease seven day rostering will occur during the notice period in accordance with the consultative principles in clause 11.3.
- 34.5.5. Without limiting clause 34.5.6, during consultation regarding the introduction or cessation of seven day rostering, the Chief Executive must:
 - 34.5.5.1. consider any health and safety impacts, including fatigue;
 - 34.5.5.2. provide information about how the change is expected to affect Employees, including how the change will be implemented and how the work will be distributed.
- 34.5.6. In the event of a dispute, the change to or cessation of seven day rostering will be implemented while issues in dispute are being dealt with.
- 34.6. Unless otherwise agreed between an Employee and the Chief Executive, Employees will be rostered to provide:
 - 34.6.1. Four (4) days free from Ordinary hours per fortnight including not less than two (2) consecutive days.
 - 34.6.2. For no more than six (6) consecutive days of rostered Ordinary hours.
 - 34.6.3. Clause 34.6.2 does not affect the continuation of any arrangements (however described and whether or not in writing) existing on commencement of this Agreement which provide for Employees to have their Ordinary hours rostered over more than six (6) consecutive days.
 - 34.6.4. Any programmed day off (where relevant) in addition to the days referred to in clause 34.6.1.

35. Rosters

- 35.1. Rosters setting out the start times and finish times over at least a 28 day period must be provided to Employees at least 14 calendar days prior to the commencement of the roster.
- 35.2. A roster may be altered at any time under the following conditions:
 - 35.2.1. in an emergency to ensure the service delivery needs can be met;
 - 35.2.2. because of another employee's unplanned absence from duty; or
 - 35.2.3. by agreement between the Employee and the Chief Executive.
- 35.3. Where a roster is changed by the Chief Executive under clause 35.2, the Chief Executive will provide as much notice as possible.
- 35.4. Notwithstanding clause 35.1, an Employee may be required by the Chief Executive to work reasonable overtime.

36. Minimum Hours of Engagement

- 36.1. A casual Employee will be engaged for a minimum period of three (3) hours, unless otherwise expressly agreed by the Employee.
- 36.2. A part-time Employee will be engaged for a minimum shift period of three (3) hours, unless otherwise expressly agreed by the Employee.
- 36.3. Nothing in this clause affects the operation of clause 43 On-call/Recall Conditions.

37. Meal Breaks

- 37.1. Subject to this clause:
 - 37.1.1. a minimum meal break of 30 minutes per day is to be taken by all Employees within their first five (5) hours of work, which time will not count as part of an Employee's Ordinary hours; and
 - 37.1.2. unless otherwise agreed, where an Employee is rostered to work a shift of 10 Ordinary hours or more, the Employee must take a second unpaid meal break of 30 minutes.
- 37.2. The Chief Executive may, in consultation with affected Employees, introduce crib break arrangements which apply to Employees in lieu of clauses 37.1.1 and 37.1.2. Where crib break arrangements are in place, the following will apply:
 - 37.2.1. during a crib break the Employee is required to remain on duty or available for duty and if necessary resume the performance of duties;
 - 37.2.2. the period of the crib break will count as part of the Employee's Ordinary hours or, where agreed between the Chief Executive and Employee, accrue as time off in lieu.
- 37.3. Where an Employee is directed by an authorised person to work without having had, or commenced, a minimum meal break (under clause 37.1.1) or crib break (as applicable) the following will apply:
 - 37.3.1. The Employee will be paid an additional 50% of the Employee's ordinary hourly rate from the commencement of the sixth hour (that is, upon completion of the fifth hour).
 - 37.3.2. The penalty payment under clause 37.3.1 will apply until:
 - 37.3.2.1. the Employee is provided with a meal break or crib break (as applicable); or
 - 37.3.2.2. the completion of the Employee's Ordinary hours of work for that day or shift.
- 37.4. For the purposes of clause 37.3, Agencies must advise Employees about how a direction will be obtained when the Employee is not reasonably able to cease work on a task to obtain a direction. An Agency may, for example, provide a "standing direction" to operate in these circumstances.

- 37.5. Clause 37.3 provides for the consequences of not having a meal or crib break within the required time. The parties to this Agreement agree that it is desirable that Employees ordinarily take a meal break or crib break within the required time.
- 37.6. Unless the Employer has already made payment of a penalty, a penalty payment under clause 37.3 must be requested by the Employee to be paid within 8 weeks of the end of the pay-cycle in which the meal or crib break was not provided, absent which no penalty is payable under this clause.
- 37.7. The Chief Executive and an Employee may agree to an arrangement to accommodate the Employee's personal circumstances or a request by the Employee for a flexible working arrangement which provides meal break arrangements for that employee which are different to the requirements of this clause.

38. Overtime

- 38.1. An Employee may be required by the Chief Executive to work reasonable overtime.
- 38.2. For Employees employed on an ongoing or term basis, overtime means:

- 38.2.1. Hours worked in excess of an Employee's rostered Ordinary hours of work in a day, but not before eight (8) hours of work in a day; and
- 38.2.2. Hours worked in excess of the Ordinary hours determined in accordance with the following table:

Ordinary hours are averaged across (averaging period)	Overtime means
1 week	Hours in excess of 38 hours in a week.
2 weeks	Hours worked in excess of 76 hours in two (2) weeks.
3 weeks	Hours in excess of 114 hours in three (3) weeks.
4 weeks	Hours worked in excess of 152 hours in four (4) weeks.
Greater than 4 weeks	Hours worked in excess of the number of hours calculated using the following formula, across the averaging period: 38 x number of weeks

unless the excess hours are worked in accordance with a flexi-time or other flexible working arrangement in which case those excess hours are not considered to be overtime.

- 38.3. Despite clause 38.2.2,
- 38.3.1. Where an Agency elects under clause 34.2 to average Ordinary hours on the basis of 37.5 hours per week, overtime may be payable for hours worked in excess of 37.5 hours in a week, or an average of 37.5 hours over the applicable averaging period.
- 38.3.2. Where the following circumstances arise:

- 38.3.2.1. an Employee is engaged on a part-time basis;
- 38.3.2.2. the Employee's working arrangement requires the Employee to work their Ordinary hours Monday to Friday; and
- 38.3.2.3. the Employee agrees to work an additional shift on a Saturday or Sunday,

that additional weekend shift will be overtime.

38.4. For Employees engaged on a casual basis, overtime means hours worked in excess of eight (8) hours in a day or 38 hours in one week.

38.5. Clauses 38.2 to 38.4 of this Agreement apply in lieu of clauses 6.1.1 and 6.1.2 of the SAPSSEI Award:

38.6. Payment for overtime:

- 38.6.1. This clause applies in lieu of clauses 6.1.3 and 6.1.5 of the Award.
- 38.6.2. Payment for overtime will only be made if approved by the Chief Executive prior to it being worked. Where an Employee works overtime and seeks to be granted time off in lieu of payment for the overtime, the authority of the Chief Executive may be granted either before or after the working of the overtime.
- 38.6.3. For the purposes of clause 38.6.2, Agencies must advise Employees about how the authorisation will be obtained when the Employee is not reasonably able to cease work on a task to obtain the authorisation. An Agency may, for example, provide a "standing authorisation" to operate in these circumstances.
- 38.6.4. Payment for overtime does not extend to:
 - 38.6.4.1. An Employee paid an allowance in lieu of overtime.
 - 38.6.4.2. Subject to clause 38.6.5, an Employee whose salary (or salary and allowances in the nature of salary) exceeds the maximum of the AHP3 classification level applying from time to time.
- 38.6.5. An Agency may approve payment of overtime worked, or time off in lieu, to an Employee whose salary (or salary and allowances in the nature of salary) exceeds the maximum of the AHP3 classification level where the Employee is regularly required, and there is an ongoing need, for the Employee to work overtime. Factors to be taken into account by the Agency in considering approval under this clause are:
 - 38.6.5.1. The nature and extent of the additional hours worked.
 - 38.6.5.2. Whether the additional hours worked were directed.
 - 38.6.5.3. Whether the need to work additional hours is regular and excessive compared with the hours worked by employees generally at the same level over a long period of time.

- 38.6.6. Where an Employee is paid for overtime worked, the rate of pay is to be calculated based on:

Classification of Employee	Salary of Employee performing overtime	Salary for the purposes of calculation of overtime payments
AHP	AHP-3, top increment or less	Actual salary of the Employee at the time the overtime is worked
	AHP-4 or above	AHP-3, top increment
AHA	All AHA classification levels	Actual salary of the Employee at the time the overtime is worked

- 38.7. Where reasonably practicable, an Employee who works overtime should be provided with 10 consecutive hours off duty before commencing their next rostered shift. However, and for the avoidance of doubt, this clause does not affect the operation of clauses 6.1.8.2 and 6.1.8.3 of the SAPSSEI Award which continue to operate on the basis of a requirement to provide at least eight (8) consecutive hours off duty.

39. Time Off in Lieu

- 39.1. An Employee may accrue Time Off in lieu in the following ways:

- 39.1.1. requesting Time Off in lieu of payment for overtime, either before or after the overtime is worked, and with the agreement of the Chief Executive; or
- 39.1.2. undertaking travel outside of normal working hours in accordance with the terms of clause 8.1 of the SAPSSEI Award, which applies to Employees whose salary (or salary and allowances in the nature of salary) does not exceed the maximum of the AHP-3 classification level.

- 39.2. Time taken as Time Off in Lieu will be the same amount of time as the Employee worked as Overtime (for the purposes of clause 39.1.1) or travelled (for the purposes of clause 39.1.2).

- 39.3. An Employee must take accrued Time Off in Lieu in accordance with the following:

- 39.3.1. at a time agreed with the Chief Executive within three (3) months of accrual; or
- 39.3.2. at a time directed by the Chief Executive where:
 - 39.3.2.1. the Employee has not taken the time within three (3) months of accrual; or
 - 39.3.2.2. the Employee would otherwise carry forward to the next financial year more than 10 days' Time Off in Lieu.

- 39.4. Where an Employee has been permitted to accrue Time Off in Lieu in excess of 10 days and clause 39.3.2.2 applies, the Employee may apply to convert their Time Off in Lieu into payment. Payment will be made:

- 39.4.1. At the original overtime penalty rate for Time Off in Lieu of payment for overtime accrued under the terms of clause 39.1.1; or
 - 39.4.2. At the ordinary rate of pay for Time Off in Lieu accrued under the terms of clause 39.1.2.
- 39.5. An Employee cannot lose accrued Time Off in Lieu.
- 39.6. Where an Employee ceases employment, the Employee will be paid for any accrued Time Off in Lieu in accordance with sub clause 39.4.
- 39.7. Nothing in this clause reduces an Employee's entitlement under the terms of clause 6.1.7.2 of the SAPSSEI Award.

40. Flexi-time

- 40.1. Application of Flexitime
- 40.1.1. Flexitime is a flexible arrangement of working time, which allows Employees to negotiate how, and when hours will be worked within agreed limits and conditions. Flexitime arrangements apply where agreed in writing between an Employee and their Employer at the workplace.
 - 40.1.2. Flexitime arrangements do not increase or reduce the total number of Ordinary hours that must be worked by an Employee.
- 40.2. Accrual and Taking Flexitime
- 40.2.1. An Employee cannot lose, or forfeit, accrued flexitime.
 - 40.2.2. An Employee must take the entitlement of accrued flexitime at a time agreed with the Employer.
 - 40.2.3. Where an Employee has accrued more than the allowable flexitime credit in an accounting period, the Chief Executive will provide an opportunity for the Employee to reduce their flexitime credit to within the allowable amount during the following accounting period.
 - 40.2.4. A Chief Executive and Employees may agree in writing to defer the opportunity to take accrued flexitime above the allowable amount.
 - 40.2.5. In any event the accrued time must be taken within three accounting periods. After this time, the Chief Executive may direct the Employee to take the accrued flexitime.
 - 40.2.6. Where an Employee has not been given the opportunity to reduce their flexitime credit in accordance with clause 40.2.3 above, the excess flexitime credit will be converted into payment. Such payment will be made at the ordinary rate of pay.

41. Shift and weekend penalties

- 41.1. The penalties in this clause apply in lieu of clause 6.5 of the SAPSSEI Award where an Employee is rostered to work Ordinary hours during the periods defined:

Period	Definition	Penalty
Ordinary hours on Saturdays and Sundays	Saturdays and Sundays worked within the hours in clause 34.1 or clause 34.2.	50% of ordinary rate of pay
Early morning shift	Rostered period of work commencing before 7.00am and finishing after 8.00am (where there is no entitlement to overtime).	15% of ordinary rate of pay for time worked before 7.00am
Afternoon shift	Complete rostered work period that commences at or after 12noon and finishes after 6.00pm and at or before midnight.	15% of ordinary rate of pay for the entire work period
Early afternoon shift	Rostered period of work commencing before 12noon and finishing after 6.00pm (where there is no entitlement to overtime)	15% of ordinary rate of pay for the time worked after 6.00pm
Night shift	Complete rostered work period that commences at or after 6.00pm and finishes after 12 midnight and at or before 8.00am.	20.5% of ordinary rate of pay for the entire work period
Permanent night shift	Any of the following: a) During a period of engagement on shift works night shift only; b) Remains on night shift for a longer period than four consecutive weeks; c) Works on a night shift which does not rotate or alternate with another shift or day work so as to give the Employee at least one third of their working time off night shift, unless the Employee works permanent night shift at their own request in which case the shift remains a Night shift.	30% of ordinary rate of pay for the permanent night shift

unless the Employee elects to work their Ordinary hours during the defined period in accordance with a flexi-time or other flexible working arrangement in which case the penalty payments do not apply.

42. Public Holidays

42.1. Clauses 42.2 to 42.4 apply in lieu of clause 6.2 and 6.3 of the SAPSSEI Award.

42.2. Subject to clause 42.3, an Employee who is required to work on a public holiday, either within or outside Ordinary hours, will be paid:

42.2.1. in the case of a full-time or part-time Employee, at the rate of 250% of the Employee's ordinary rate of pay for the hours worked;

42.2.2. in the case of a casual Employee, at the rate of 275% (including casual loading).

42.3. By agreement with the Chief Executive, an Employee who is required to work on a public holiday, either within or outside Ordinary hours, may elect to be paid at the rate of 150% of their ordinary rate of pay for hours worked plus receive time off in lieu equal to the hours worked.

- 42.4. Where a public holiday falls on a day that would otherwise have been an Employee's programmed day off, then that Employee will be given an alternative programmed day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

PUBLIC HOLIDAYS – EMPLOYEES ROSTERED OVER 6 DAYS

- 42.5. Where a full-time Employee is required to work on active duty over six (6) days of the week including Saturdays and Sundays and a public holiday (other than a 'part-day public holiday') falls between Monday to Friday on a day which is their rostered day off that Employee will be paid an additional day's pay.
- 42.6. An Employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.
- 42.7. If the Chief Executive and Employee agree, in lieu of an extra day's pay, the Employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

43. On-Call/Recall Conditions

43.1. On-Call Conditions

- 43.1.1. No Employee should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangement that would require an Employee to be on-call more frequently than this must only be introduced where the Employee concerned genuinely agrees to it.
- 43.1.2. The frequency, duration, etc. of being on-call is to be established through consultation with the Employees affected and if requested by the Employees, their representatives, having particular regard to occupational health and safety considerations.
- 43.1.3. Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 43.1.4. Employees who are rostered on-call will be paid allowances in accordance with clause 25 of this Agreement.

43.2. Recall to Work

- 43.2.1. Subject to 43.2.2, Employees (less than executive level or equivalent) who are on-call will be entitled to payment at overtime rates (or time off in lieu by agreement) in accordance with the following:
- 43.2.1.1. When recalled to work necessitating attendance at the workplace or other worksite – for all time worked, with a minimum of three (3) hours paid.
- 43.2.1.2. When performing work from home – for all time worked provided the total period of interruption to the Employee over the on-call period is at least 30 minutes. For the purposes of

this clause, each separate period during which an Employee receives an allowance under clause 25.2.1 or 25.2.2 is a separate “on-call period”.

43.2.2. For the purposes of clause 43.2.1:

43.2.2.1. the rate of pay to be used for calculating the payment for overtime worked in the circumstances described in clause 43.2.1 is in accordance with clause 38.6.6 of this Agreement; and, for the purposes of clause 43.2.1.2,

43.2.2.2. the period of at least 30 minutes includes a number of separate shorter periods of work; or

43.2.2.3. any three separate interruptions will be taken to amount to 30 minutes.

43.2.3. All Employees who travel to work as a result of receiving a recall to work will be:

43.2.3.1. reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or

43.2.3.2. permitted to use a taxi at the employer’s expense to travel to and from the workplace; or

43.2.3.3. permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

44. Workload Management

44.1. The parties acknowledge the workload for individual employees or a group of employees in a workplace (work group) must not be excessive, unreasonable or unsustainable.

44.2. As part of consultation where Workplace Change is proposed (for the purposes of clause 11.1 of this Agreement), the Chief Executive of the relevant Agency will assess the potential impact on workloads for individual Employees or a work group and measures to address such impacts. The intent of addressing impacts must be to minimise the risk of unreasonable workloads.

44.3. The parties recognise effective management of workloads must be undertaken in an ongoing manner, irrespective of proposed review or proposed workplace change.

44.4. If an Employee or group of Employees believe there is an unreasonable allocation of work leading to Employees being overloaded with work or an Employee is unable to access accrued recreation leave as a result of workload (as distinct from operational requirements), or is unable to discharge their essential professional obligations, the Employee, group of Employees, or association concerned should raise the work allocation with local management.

44.5. To the extent that they are a requirement of the Employee’s role, are expected by the Employer to be performed by the Employee during a relevant shift (including

reasonable overtime) and taking into account that service delivery may affect work priorities and expectations during the relevant shift, a Chief Executive will make reasonable efforts to allocate work in a manner that enables Employees to perform the types of duties described below during their shift (including reasonable overtime):

- 44.5.1. clinical duties;
- 44.5.2. administrative duties;
- 44.5.3. managerial/supervisory duties;
- 44.5.4. educational duties; and
- 44.5.5. attending meetings.

PART G - LEAVE

45. Leave Provisions

- 45.1. This Agreement is made and entered into on the express basis that the leave conditions contained in CPSE's Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave will apply to the parties bound as defined in clause 3 of this Agreement, except where dealt with elsewhere in this Agreement.
- 45.2. To the extent of any inconsistency, the terms of the Agreement will take precedent over the terms of CPSE's Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave relating to leave conditions.

46. Annual Leave

- 46.1. An Employee who is required to be available to work Ordinary hours (as defined by clauses 34.1 and 34.2 of this Agreement) over seven (7) days of the week accrues five (5) weeks of annual leave per year (accrued on a pro-rata basis for part-time Employees).
- 46.2. For the purpose of this clause:
- 43.2.1 "required to be available" means a requirement to be generally available to be rostered on Saturdays, Sundays and Public Holidays (where availability to be rostered to work on public holidays is applicable for the service), which may be demonstrated by the terms of the Employee's employment contract, position description, other written direction from the Agency or the rostering practices of the Agency;
- 43.2.2 the requirement can be satisfied even if an Employee is not available to be rostered to work ordinary hours on a specified weekday(s), provided they are available to work on Saturdays, Sundays and Public Holidays (where availability to be rostered to work on public holidays is applicable for the service);
- 43.2.3 the entitlement to five (5) weeks leave operates even if the Agency does not roster an Employee over seven (7) days, provided the Employee is "required to be available".
- 46.3. An Employee who is not required to be available to work Ordinary hours across seven (7) days is entitled to accrue four (4) weeks of annual leave per year (accrued on a pro-rata basis for part-time employees).

47. Paid Primary Carer Leave

- 47.1 For the purposes of this clause:
- 47.1.1 "Adopted child" means a child under 16 years of age.
- 47.1.2 "Unpaid parental leave" means unpaid parental leave for the purposes of the Award or any other applicable instrument (however described).
- 47.2 An Employee who applied for and was granted primary carer leave commencing on or after the date of approval by the SAET of this Agreement will, in respect of the

whole or part of leave occurring on or after the date of such operation, be entitled to the benefits provided by this clause as if this clause was in force at the time of having commenced to take such leave.

47.3 Subject to this clause, an Employee, other than a casual Employee:

47.3.1 who has completed 12 months continuous service immediately prior to:

47.3.1.1 the birth of the Employee's child; or

47.3.1.2 immediately prior to taking custody of an adopted child; or

47.3.1.3 taking caring responsibilities pursuant to a parent-child relationship as a consequence of a surrogacy arrangement; and

will be the primary carer of the child,

47.3.2 is entitled to:

47.3.2.1 sixteen (16) weeks paid primary carer leave; or

47.3.2.2 if at the time of commencing primary carer leave, the Employee has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave) – twenty (20) weeks paid primary carer leave.

47.4 The requirement to be the primary carer of the child does not apply to an Employee who is the birth mother in a lawful surrogacy arrangement who otherwise satisfies the eligibility requirements of clause 47.3. For the avoidance of doubt, an Employee in these circumstances is entitled to paid primary carer leave under this clause.

47.5 Unless otherwise agreed with the Chief Executive the following conditions apply to an Employee applying for paid primary carer leave:

47.5.1 Paid primary carer leave may commence from:

47.5.1.1 the date of birth;

47.5.1.2 in the case of an Employee who is pregnant, any time within six (6) weeks prior to the expected date of birth;

47.5.1.3 in the case of adoption or surrogacy, the date of placement of the child; or

47.5.1.4 subject to clause 47.5.2, below, any later time.

47.5.2 Paid primary carer leave must end during the 104 week period (2 years) starting from the date of birth or, in the case of adoption or surrogacy, placement of the child.

47.5.3 The total of paid primary carer leave and unpaid parental leave (however is described) is not to exceed 104 weeks (2 years) in relation to the Employee's child. For the purpose of this clause, child includes children of a multiple birth/adoption/surrogacy.

- 47.5.4 Paid primary carer leave will be paid at the ordinary rate of pay (including allowances that are expressed as being payable for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date the paid leave commences.
- 47.5.5 The paid primary carer 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.
- 47.5.6 An Employee who has been transferred to a safe job or who has been on 'no safe job' leave prior to commencement of paid primary carer leave, will, on commencement thereof, 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 payments) for the position and number of contracted hours the employee held immediately prior to the applicable 'safe job' transfer or 'no safe job' leave.
- 47.5.7 At the time of applying for paid primary carer leave, the Employee may elect in writing:
 - 47.5.7.1 to take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
 - 47.5.7.2 to take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the Employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date their paid leave commences; or
 - 47.5.7.3 a combination of the above.
- 47.6 Part time Employees have the same entitlement to paid primary carer leave 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).
- 47.7 During periods of paid primary carer leave or unpaid parental leave, sick leave with pay will not be granted. 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.
- 47.8 An Employee may share their period of paid primary carer leave with another South Australian public sector employee in accordance with the following:
 - 47.8.1 if both prospective parents are Employees covered by this Agreement — the total maximum period of paid leave to be shared by the two Employees is 16 weeks, or 20 weeks if at least one Employee qualifies for that higher amount;
 - 47.8.2 if only one prospective parent is an Employee covered by this Agreement — the total maximum period of paid leave to be shared for the purposes of this

Agreement by the two parents will be based on which ever employee has the longest entitlement to paid primary carer leave (however described); and

47.8.3 in either case no individual Employee can take more than their maximum individual entitlement under clause 47.3.2.

47.9 The following rules apply if an Employee shares primary carer leave with another public sector employee:

47.9.1 the Employee cannot take their leave concurrently with that other employee unless approved; and

47.9.2 unless agreed, the leave must be taken by the Employee in periods of not less than four weeks having regard to the operational needs of the Agency.

47.10 If an Employee has accessed any paid primary carer leave (however described) in their capacity as a South Australian public sector employee under another enterprise agreement, contract, instrument or other law in respect of a child or children, their entitlement under this Agreement to take paid primary carer leave in respect of the same child or children will be reduced by the amount of leave previously accessed.

47.11 The parties acknowledge that the conditions outlined in this clause will operate in addition to the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time).

48. Transfer to a Safe Job

48.1 If in the opinion of a legally qualified medical practitioner:

48.1.1 illness or risks arising out of the pregnancy; or

48.1.2 hazards connected with the work assigned to the Employee,

make it inadvisable for the Employee to continue their present work, the Employee must, if the Chief Executive considers it is practicable to do so, be transferred to a safe job.

48.2 For the purposes of this clause an appropriate safe job is one that has the same hours of work (unless agreed otherwise by the Employee), and entitlements and employment conditions as the Employee's position prior to transfer.

48.3 During the period of transfer to a safe job the Employee is be paid for the same number of contracted hours of work (unless agreed otherwise) as the Employee's position prior to transfer; paid at the same pre-transfer rate of pay (including all allowances) applicable to the employee's pre-transfer position; and if any overtime and/or penalty hours are worked in the transferred role, the overtime or penalty hours are to be paid at the rate applicable to the employee's pre-transfer position.

48.4 If the transfer to a safe job is not considered practicable, the Employee is entitled, or the Chief Executive may require the Employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

48.5 Leave under this clause 48 will be treated as (no safe job) leave in addition to any other entitlement to paid primary carer leave under the terms of clause 47.

- 48.6 An Employee who has completed 12 months effective service is entitled to paid no safe job leave under this clause and is to be paid at the base pay rate (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) and for the same number of contracted hours for the position held immediately prior to the leave.
- 48.7 An Employee who has not completed 12 months effective service is entitled to unpaid no safe job leave.

49. Return to Work on a Part-Time Basis

- 49.1 Subject to this clause, an Employee is entitled to return to work after paid primary carer leave or unpaid parental 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.
- 49.2 The following conditions apply to an Employee applying to return on a part time basis:
- 49.2.1 The Employee will provide such request at least 6 weeks prior to the date on which the Employee's 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.
- 49.2.2 At least 6 weeks prior to the relevant child's second birthday, the Employee will advise the Chief Executive whether the Employee will revert to employment on the Employee's pre-leave basis (whether that was full time or otherwise) or seeks to continue to be employed on the same part time basis as agreed in accordance with this clause or another agreed part time basis.
- 49.2.3 An Employee's return to work on a part-time basis as agreed in accordance with this clause, has the right to request to revert to employment on the Employee's pre-leave basis (whether that was full-time or otherwise) prior to the expiry of the agreed period of the part-time work arrangement.
- 49.2.4 The Chief Executive shall consider the request having regard to the Employee's circumstances and may only refuse the request on reasonable operational grounds.
- 49.2.5 If having returned from leave to part time work as agreed in accordance with this clause, an Employee seeks a further period of paid primary carer's leave prior to the relevant child's second birthday, the paid leave entitlements for this further period of leave will be calculated on the Employee's pre-leave basis (whether that was full time or otherwise) and substantive level.
- 49.2.6 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.
- 49.2.7 If an Agency has less than 100 (FTE) employees, a minimum of 12 weeks will apply instead of the 6 weeks prescribed in this sub-clause.

- 49.3 An Employee who has returned to work from parental leave has the right at any time to request the Chief Executive to allow the Employee to work on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
- 49.4 The Chief Executive shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

50. Employees who are Breastfeeding

- 50.1 Employees who are breastfeeding shall be provided with the facilities and support necessary to enable them to combine the continuation of breastfeeding with their employment, unless it can be established it is not practicable to do so.
- 50.2 Agencies will provide Employees a flexible paid time working schedule in order to breastfeed or use alternative arrangements including expressing breast milk or bottle feeding their child.
- 50.3 Agencies will provide access to an appropriate clean, hygienic and private space to undertake these activities.
- 50.4 The parties recognise that the needs of each parent and child will vary and the provision of the facilities and supports arising from the clauses above will vary according to those needs, as will the duration for the provision of these facilities and supports.

51. Paid Partner Leave

- 51.1 Subject to this clause, an Employee (other than a casual Employee) is entitled to take up to two (2) calendar weeks (i.e. ten working days) (*pro rata* for part-time Employees) of their accrued sick leave entitlement on the birth, adoption or surrogacy of a child/ren for whom the Employee has direct parental care responsibility. The leave will be taken as full working day/s within three (3) months of the birth, adoption or surrogacy of the child/ren.
- 51.2 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.
- 51.3 Except in relation to an existing arrangement; an Agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

52. Family Carer's Leave

- 52.1 For the purpose of this clause, the following are to be regarded as members of a person's family:
- 52.1.1 a spouse (including a de facto spouse or a former spouse);

- 52.1.2 a child or step child;
 - 52.1.3 a parent or parent in-law;
 - 52.1.4 any other member of the person's household;
 - 52.1.5 a grandparent or grandchild;
 - 52.1.6 any other person who is dependent on the person's care.
- 52.2 An Employee (other than a casual Employee) with responsibilities in relation to a member of the Employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency, is entitled to up to ten (10) days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 52.3 This access is available if the following conditions are satisfied:
- 52.3.1 the Employee must have responsibility for the care of the family member concerned; and
 - 52.3.2 the Employee produces satisfactory evidence of sickness of the family member, if requested.
- 52.4 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.

53. Reimbursement of Reasonable Child Care Costs

- 53.1 Were 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 childcare, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 53.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 53.3 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.
- 53.4 The reimbursement will be in respect of the reasonable costs incurred by the Employee in respect of the work.
- 53.5 Reimbursement will be made for childcare costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the childcare costs are incurred for childcare 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.

- 53.6 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.
- 53.7 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.

54. Long-Term Carer/Guardianship Leave

- 54.1 An Employee (other than a casual Employee) who is, or becomes, an approved long-term carer or guardian pursuant to section 72 of the *Children and Young People Safety Act (2017)* of a child or young person under guardianship of the Chief Executive of the Department for Child Protection, will be entitled to six (6) weeks long-term carer/guardianship leave 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) in accordance with this clause 54.1, provided the Employee provides their agency with verification from the Department for Child Protection that on or after the date of approval of this Agreement:
- 54.1.1 the Employee has placed by the Chief Executive for the Department for Child Protection into their care a child or young person who is under 18 years of age and who is subject to an order pursuant to section 53(1)(g) of the *Children and Young People (Safety) Act 2017* placing the child under the guardianship of the Chief Executive of the Department for Child Protection until they attain 18 years of age; or
- 54.1.2 the Employee is granted guardianship of a child or young person by order of the Youth Court of South Australia pursuant to section 53(1)(h) of the *Children and Young People (Safety) Act 2017*.
- 54.2 For an Employee to be eligible for leave pursuant to this clause, an Employee must have completed 12 months continuous service immediately prior to commencement of the leave.
- 54.3 Part-time Employees will have the same entitlement 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).
- 54.4 This entitlement is to be taken in one continuous period and is only to apply once per child, young person, or sibling group (where the sibling group enters the Employee's care at the same time or during an approval process conducted at the same time or in conjunction with a sibling/s).
- 54.5 When two Employees, who are both covered by this Agreement, are the approved carers/guardians of the same child, young person or sibling group, then the period of leave pursuant to this clause may be shared between the two Employees, provided that the total period of paid leave taken by both Employees does not exceed six (6) weeks, and the leave is taken by each employee in periods of not less than two (2) weeks.
- 54.6 Leave pursuant to this clause must be taken within six (6) months of meeting the criteria in 54.1, as applicable.

- 54.7 Leave pursuant to this clause does not apply to temporary, respite or emergency care placements.
- 54.8 Foster Carers Leave in Commissioner's Determination 3.1 does not apply when leave is approved in accordance with this clause.
- 54.9 For the purpose of this clause, an expression in this clause will have the same meaning as in the *Children and Young People Safety Act (2017)* as amended from time to time, unless the context otherwise requires.

55. Domestic and Family Violence

- 55.1 There are times when an Employee who is experiencing or escaping domestic/family violence may need time away from work for a range of reasons, for example to address health, legal, childcare, housing or other personal matters.
- 55.2 Domestic and Family Violence leave will be provided in accordance with the Act.
- 55.3 Experiencing domestic/family violence may have an adverse effect on an Employee's workplace performance or conduct.
- 55.4 At any time, the Employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.
- 55.5 Where the Employer becomes aware of an Employee's personal circumstances, they are to take this information into account in any assessment of that Employee's workplace performance or conduct

PART H – OTHER

56. Classification review

- 56.1 The Employer will conduct a review of the appropriateness and merits of the classification structures under Appendix 2 and Appendix 4, including associated work level definitions, applicable to AHPs and AHAs under this Agreement.
- 56.2 The parties will use best endeavors to finalise the review within two years from commencement of the Agreement.
- 56.3 The Employer may appoint another person to conduct the review, following consultation with employee representatives about who would be appropriate taking into account Employer and Employee perspectives. The review will be conducted with the assistance of Agency personnel.
- 56.4 The review will include an opportunity for the HSU, the PSA and Employees to make submissions about the process for and during the course of the review including proposed outcomes. This will include an opportunity to comment on a report before it is finalised.
- 56.5 The parties to this Agreement acknowledge that implementation of any recommended review outcomes is separate to the review process, may be subject to further budgetary approvals and may require an application to SAET vary the terms of the Agreement.
- 56.6 The Employer must genuinely consider the recommended outcomes of the review.

57. Work Health and Safety

- 57.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the Employer, Chief Executives and Employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 57.2 The Employer is committed to ensuring all Employees are treated with integrity and respect, recognising all Employees have the right to work in an environment free from harassment, including sexual harassment and bullying. Harassment and bullying behaviour will not be tolerated under any circumstances.
- 57.3 Workplace harassment or bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.
- 57.4 Bullying does not include any legitimate performance management processes, disciplinary action, allocation of work, implementation of organisational change, action taken to transfer or redeploy an employee or a decision not to promote or reclassify the employee.
- 57.5 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to improve workplace health and safety and work performance and to reduce human and workplace costs of injury or illness.

- 57.6 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- 57.6.1 Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
 - 57.6.2 Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - 57.6.3 Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.
 - 57.6.4 Implementation and continuous improvement of monitoring and reporting systems.
 - 57.6.5 Development and implementation of more flexible “return to work” options aimed at improving return to work performance.
 - 57.6.6 A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - 57.6.7 Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
 - 57.6.8 Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 57.7 The Employer acknowledges the benefits both to the organisation and individual Employees gained through Employees having a balance between their work and personal life.

Mental Health First Aid Training

- 57.8 Agencies will facilitate the participation of Employees (up to the total number of Health and Safety Representatives (HSR) and First Aid Officers at the workplace) in Mental Health First Aid Australia (MHFAA) accredited Standard Mental Health First Aid (MHFA) training programs at the Agency’s expense.
- 57.9 For Employees who have undertaken MHFAA accredited Standard MHFA training, Agencies will facilitate participation in MHFAA accredited Standard MHFA refresher training programs at the appropriate time and at the Agency’s expense.
- 57.10 HSRs and First Aid Officers will be given priority to participate in the MHFA training, where appropriate.
- 57.11 Agencies will facilitate the release of participating Employees to attend the MHFA training, subject to operational and business requirements, including Employees from regional and remote locations.

PART I – REDEPLOYMENT, RETRAINING AND REDUNDANCY

58. Redeployment, Retraining and Redundancy

58.1 Objects

This clause sets out the steps that Agencies will take after an Employee has been declared excess to the requirements of an agency or if an Employee's position has been declared redundant.

58.2 Interpretation

In this clause, unless the contrary intention appears:

- 58.2.1 **"Early Termination Payment"** means the amount payable under clause 58.5.1.2, being \$15,000 for a full-time Employee but reduced in the case of a part-time Employee on a pro rata basis according to hours of work over the 12 months prior to the Section 54 Notification or position being declared redundant;
- 58.2.2 **"Redeployment Period"** means the period prescribed by clause 58.4.1.2 of this Agreement;
- 58.2.3 An employee's position is **"redundant"** if there is a decision that the job being performed by the Employee is no longer required to be performed by anyone or a decision that fewer employees are required to perform particular work;
- 58.2.4 **"Section 54 Notification"** means a notification by a public sector agency under section 54(1) of the PS Act that the Employee is excess to the requirements of the Agency;
- 58.2.5 **"VSP"** means a Voluntary Separation Package, as provided for in clause 58.5;
- 58.2.6 **"Week's Pay"** means has the same meaning as under *"GUIDELINES Voluntary Separation Packages (VSPs)"* as published by the Department of Treasury and Finance, as last updated in June 2022.

58.3 Who this Clause applies to

58.3.1 This clause applies:

- 58.3.1.1 in relation to Employees who are subject to section 54 of Part 7 of the PS Act, when an Employee has been declared excess to the requirements of an agency (**"declared excess"**);
- 58.3.1.2 in relation to other Employees, when an Employee's position is declared redundant (**"declared redundant"**).

58.3.2 This clause does not apply to Employees who are:

58.3.2.1 employed on a casual basis;

58.3.2.2 employed on a term basis.

58.3.3 In relation to an Employee who was declared excess to the requirements of an Agency prior to the approval of this Agreement, Appendix 1 of the *South Australian Public Sector Enterprise Agreement: Salaried 2021* will continue to apply.

58.3.4 This clause does not affect obligations in relation to consultation provided for elsewhere in this Agreement.

58.4 Election Between Voluntary Separation and Redeployment

58.4.1 If an Employee is declared excess or the Employee's position is declared redundant, the Employee must be informed in writing and provided with a period of 28 days in which to elect to either:

58.4.1.1 accept a VSP and resign from their employment by giving 14 days' notice of termination (or such shorter period as may be agreed); or

58.4.1.2 remain employed for a subsequent period of up to 12 months while exploring opportunities for alternative employment within the South Australian public sector ("**Redeployment Period**").

58.4.2 An Employee who does not make an election under paragraph 58.4.1.1 will be taken to have elected to remain employed pursuant to paragraph 58.4.1.2.

58.4.3 An Employee may elect to accept a VSP during a Redeployment Period, subject to paragraph 58.5.1.2.

58.5 Voluntary Separation Package

58.5.1 For the purposes of clause 58.4.1.1, an Employee will be entitled to receive the following as a VSP:

58.5.1.1 10 weeks pay plus 2 Weeks' Pay for each completed year of service, up to a maximum of 52 Weeks' Pay; and.

58.5.1.2 if the Employee accepts a VSP within three (3) months of receiving a Section 54 Notification or being informed their position is declared redundant, an Early Termination Payment.

58.6 Assistance to Employees During Redeployment Period

During a Redeployment Period, the Agency in which the Employee has been employed must provide reasonable assistance to the Employee to identify alternative employment within the South Australian public sector including by:

- 58.6.1 identifying other opportunities for employment in the Agency and the public sector;
- 58.6.2 training;
- 58.6.3 pre-publication access to an electronic jobs vacancy facility (e.g. iworkfor.sa.gov.au) for both affected employees and their case manager, to assist in identifying alternative positions.

58.7 Offer of Alternative Employment

- 58.7.1 If at the end of the Redeployment Period an Employee has accepted an offer of alternative employment within the Agency or public sector, the terms of that employment will apply to the Employee and their former terms and conditions will cease. That is regardless of any differences in terms and conditions, including remuneration, classification, location, hours of work or whether the employment is ongoing or term. This clause does not apply to short-term alternative employment opportunities undertaken by the Employee during the Redeployment Period but which do not extend beyond the end of the Redeployment Period.

58.8 Separation

- 58.8.1 At the end of the Redeployment Period, the employment of an Employee who has been declared excess or whose position is declared redundant will be terminated unless the Employee has accepted alternative employment to which clause 58.7.1 applies within the public sector during the Redeployment Period. For Employees to whom section 54 of the PS Act applies, this clause applies subject to the requirements of that section being satisfied to the extent they apply to the Employee.
- 58.8.2 An Employee whose employment is terminated under clause 58.8.1 is entitled to:
 - 58.8.2.1 Notice – in accordance with the requirements of the Act.
 - 58.8.2.2 Severance pay – in accordance with the minimum standard for severance payment established for the purposes of the Act from time to time.

SIGNING PAGE

/ /2025

Chief Executive
Attorney General's Department
(as the declared employer of public employees
pursuant to the *Fair Work (General) Regulations 2024*)

/ /2025

Witness Signature

Name

Name

/ /2025

Community and Public Sector Union (CPSU), SPSF
Group SA Branch, Public Service Association of South
Australia Inc

/ /2025

Witness Signature

Name

Name

/ /2025

Health Services Union (SA Branch)
(as an employee agent)

/ /2025

Witness Signature

Name

Name

/ /2025

Association of Professional Engineers, Scientists and
Managers Australia (trading as Professionals Australia)
(as an employee agent)

/ /2025

Witness Signature

Name

Name

APPENDIX 1: SALARIES AND WAGES**Schedule 2.1: Allied Health Professionals**

Classification	Increment	Current	First full pay period on or after 1/5/2025	First full pay period on or after 1/5/2026	First full pay period on or after 1/5/2027	First full pay period on or after 1/5/2028
AHP-1	3 year degree	\$68,478	\$71,217	\$73,710	\$76,290	\$78,197
	4 year degree	\$71,375	\$74,230	\$76,828	\$79,517	\$81,505
	3	\$74,270	\$77,241	\$79,944	\$82,742	\$84,811
	4	\$78,613	\$81,758	\$84,620	\$87,582	\$89,772
	5	\$83,594	\$86,938	\$89,981	\$93,130	\$95,458
AHP-2	1	\$88,255	\$91,785	\$94,997	\$98,322	\$100,780
	2	\$91,149	\$94,795	\$98,113	\$101,547	\$104,086
	3	\$94,409	\$98,185	\$101,621	\$105,178	\$107,807
	4	\$97,667	\$101,574	\$105,129	\$108,809	\$111,529
	5	\$101,285	\$105,336	\$109,023	\$112,839	\$115,660
	6	\$102,240	\$106,330	\$110,052	\$113,904	\$116,752
AHP-3	1	\$104,180	\$108,347	\$112,139	\$116,064	\$118,966
	2	\$107,078	\$111,361	\$115,259	\$119,293	\$122,275
	3	\$110,696	\$115,124	\$119,153	\$123,323	\$126,406
	4	\$111,746	\$116,216	\$120,284	\$124,494	\$127,606
AHP-4	1	\$114,314	\$118,887	\$123,048	\$127,355	\$130,539
	2	\$117,210	\$121,898	\$126,164	\$130,580	\$133,845
	3	\$120,470	\$125,289	\$129,674	\$134,213	\$137,568
	4	\$124,449	\$129,427	\$133,957	\$138,645	\$142,111
AHP-5	1	\$127,346	\$132,440	\$137,075	\$141,873	\$145,420
	2	\$130,253	\$135,463	\$140,204	\$145,111	\$148,739
	3	\$134,713	\$140,102	\$145,006	\$150,081	\$153,833
	4	\$139,281	\$144,852	\$149,922	\$155,169	\$159,048
AHP-6		\$152,933	\$159,050	\$164,617	\$170,379	\$174,638

Schedule 2.2: Allied Health Assistants

Classification	Increment	Current	First full pay period on or after 1/5/2025	First full pay period on or after 1/5/2026	First full pay period on or after 1/5/2027	First full pay period on or after 1/5/2028
AHA-1	1	\$48,664	\$50,611	\$52,382	\$54,215	\$55,570
	2	\$50,733	\$52,762	\$54,609	\$56,520	\$57,933
	3	\$51,979	\$54,058	\$55,950	\$57,908	\$59,356
	4	\$53,120	\$55,245	\$57,179	\$59,180	\$60,660
	5	\$54,257	\$56,427	\$58,402	\$60,446	\$61,957
	6	\$55,500	\$57,720	\$59,740	\$61,831	\$63,377
AHA-2	1	\$58,709	\$61,057	\$63,194	\$65,406	\$67,041
	2	\$60,931	\$63,368	\$65,586	\$67,882	\$69,579
	3	\$63,154	\$65,680	\$67,979	\$70,358	\$72,117
AHA-3	1	\$67,589	\$70,293	\$72,753	\$75,299	\$77,181
	2	\$69,807	\$72,599	\$75,140	\$77,770	\$79,714
	3	\$72,033	\$74,914	\$77,536	\$80,250	\$82,256
AHA-4	1	\$76,561	\$79,623	\$82,410	\$85,294	\$87,426
	2	\$78,221	\$81,350	\$84,197	\$87,144	\$89,323
	3	\$79,880	\$83,075	\$85,983	\$88,992	\$91,217

APPENDIX 2: ALLIED HEALTH PROFESSIONAL - WORK LEVEL DEFINITIONS AND CLASSIFICATIONS

DEFINITIONS

“Agency” means an administrative unit or agency as defined by this Agreement.

“Allied Health Professionals (AHP)” means employees who are employed in the professions listed in Appendix 3. Allied Health Professionals who are at a minimum undergraduate Degree qualified and perform roles to enable them to either:

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

Department for Child Protection and in the Department of Human Services only:

Subject to legislative requirements, persons of Australian Aboriginal or Torres Strait Islander descent, who have the appropriate background and skills but do not have the essential qualification, may apply for and be engaged in an Allied Health Professional role requiring a qualification in Social Work within the Department for Child Protection, and within the Department for Human Services. This includes progression available in accordance with this Appendix.

Nothing in this appendix shall reduce an individual’s classification or agreed translation arrangements prior to this Agreement.

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

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

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

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

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

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

“Managerial Responsibilities” means an Allied Health Professional who:

1. is required to determine operational policy and procedures for a work unit within the framework of an agency’s requirements; and
2. is required to ensure the timeliness, effectiveness, quality and efficiency of a work unit; and
3. has significant independence of action including the use or allocation of both financial and human resources within the constraints or guidelines laid down by executive management; and

4. undertakes human resource management functions including planning, developing and implementing programs associated with equal employment opportunity and occupational health, safety and welfare within the functional area of responsibility; and
5. trains staff, co-ordinates workflow processes, ensures quality of output of the work unit, conducts performance assessment and review, staff counselling, career planning and development.”

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

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

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

“Professional/Clinical supervision” means the form of support exercised, and may include guidance and monitoring, over other Allied Health Professionals demanding professional judgement, including:

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

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

“SA Health Local Health Network” refers to the following SA Health Local Health Networks:

- Northern Adelaide Local Health Network;
- Central Adelaide Local Health Network;
- Southern Adelaide Local Health Network;
- Barossa Hills Fleurieu Local Health Network;
- Eyre and Far North Local Health Network;
- Flinders and Upper North Local Health Network;
- Limestone Coast Local Health Network;
- Riverland Mallee Coorong Local Health Network; and
- Yorke and Northern Local Health Network.

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

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

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

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

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

“Zone” means a specified geographical area in which services are provided by an agency.

***Graduates**

Salary upon appointment for entry level AHPs

Entry level AHPs:

- a) Employees appointed to positions requiring an appropriate discipline-based minimum three-year undergraduate degree qualification or equivalent will commence at AHP 1, first increment salary level.
- b) Employees appointed to positions requiring an appropriate discipline-based minimum four-year undergraduate degree qualification or equivalent will commence at the AHP 1, second increment salary level.
- c) Employees who hold a 2-year Masters with a non-allied health undergraduate degree will be appointed at AHP 1, third increment salary level.
- d) An employee who is a Psychologist or Genetic Counsellor and holds a 2-year Masters within the same profession as their allied health undergraduate degree will be appointed at the AHP 2, first increment salary level. The remaining Allied Health Professionals holding a 2-year Masters within the same profession as their allied health undergraduate degree are eligible to be appointed at the AHP 2 first increment salary level.

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

ALLIED HEALTH PROFESSIONAL LEVEL 1

- AHP 1 comprises both newly qualified AHPs and developing AHPs.
- Employees at this level demonstrate a competent level of professional knowledge and skill. As experience is gained, AHPs are able to independently undertake routine professional tasks using discipline specific reasoning whilst working within their scope of practice.
- Employees participate in professional and/or *multi-disciplinary* teams, operating at the level of basic professional tasks to routine professional tasks commensurate with level of experience.

- Duties undertaken independently at this level are generally of a routine and repetitive nature, with more *complex* professional decisions and problem solving made under the *professional/clinical supervision* or professional guidance of a more experienced practitioner.
- As the AHP 1 gains experience, the AHP 1 will exercise greater levels of independent professional judgement.

Progression from AHP 1 to AHP 2

- Employees employed at AHP 1 will advance to the first increment of the AHP 2 level where the employee has completed 12 months of service at the highest increment of the AHP 1 level, unless the employer determines that an employee should remain at the AHP 1 level because the employee is not meeting the requirements (including work level definitions) of the AHP 1 level position.
- Nothing in this provision prevents an agency reclassifying an employee engaged at AHP 1 to another level in accordance with existing reclassification processes (where applicable).

ALLIED HEALTH PROFESSIONAL LEVEL 2

Employees at AHP 2 will:

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

Work undertaken at this level may involve a combination of:

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

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

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

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

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

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

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

(3) Clinical Educator / Clinical Researcher

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

Progression from AHP 2 to AHP 3 – Psychologists only

From the commencement of this Agreement, a psychologist will progress from AHP 2 to the first step of AHP3 if:

- (a) on or after 1 July 2013, the psychologist has Board Approved Supervisor Training from the Psychologist Board of Australia (PBA); and
- (b) the employee applies to progress from AHP2 to AHP 3; and
- (c) the employee has demonstrated satisfactory performance.

The psychologist will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the Agency that they meet these criteria.

An employee who progresses to AHP level 3 under this provision may be required by the Agency to provide supervision to a psychologist working as a psychologist or student working for, but not necessarily employed by, a public sector agency.

ALLIED HEALTH PROFESSIONAL LEVEL 3

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

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

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

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

(1) Senior Clinician/Practitioner / Senior Rural Generalist

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

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

(2) Manager / Project Manager

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

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

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

(3) Senior Clinical Educator / Senior Researcher

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

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

ALLIED HEALTH PROFESSIONAL LEVEL 4

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

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

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

(1) Advanced Clinician/Practitioner

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

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

(2) Senior Manager / Senior Project Manager

A Senior Manager / Senior Project Manager will:

- a) Lead and provide operational advice on major functions or work areas within a *work unit, or zone, or region, or SA Health Local Health Network, or SA Health Statewide Service* or professional network.
- b) Attain a *work unit's* operational goals and objectives and the facilitation and application of human resource principles including performance management and development.
- c) Provide peer support to relevant colleagues and oversight of unit staff where appropriate.
- d) Manage overall workforce and professional service strategies, priorities, work standards and the allocation of a *work unit's* resources.
- e) Participate in strategic management and service development decisions which will involve participation in committees and/or working parties which have an influence on the strategic direction of the *region, or agency or SA Health Local Health Network, or SA Health Statewide Service* or State.
- f) Have a combination of operational and strategic roles such as:

1. has a significant contribution to corporate goals such as strategic workforce and service development and professional practice across a *zone, or region, or professional network*;
 2. the provision of discipline specific professional *co-ordination* and leadership across a *zone, region or SA Health Local Health Network, or SA Health Statewide Service* or professional network to director/department heads;
 3. acting as the central point of contact for strategic consultation and liaison with senior management;
 4. provide an expert *specialist* consultancy role in their area of expertise;
 5. involvement in the provision of relevant professional or leadership training, management development and/or mentoring to staff within a *zone, or region or SA Health Local Health Network, or SA Health Statewide Service* or professional network.
- g) Initiate and formulate programs within the framework of a *work unit's* objectives and priorities.
- h) May be required to initiate, formulate and manage research programs involving a number of professional *disciplines*.
- i) Manage *complex* projects which may involve personnel from either one or a variety of professional *disciplines*.
- j) Initiate and manage high level programs and major investigations.
- k) Maintain a *clinical* caseload commensurate with management responsibilities.

(3) Advanced Clinical Educator / Advanced Researcher

An Advanced Clinical Educator / Advanced Researcher will:

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

ALLIED HEALTH PROFESSIONAL LEVEL 5

Employees at AHP 5:

- a) Will have formal responsibilities for a major *agency* program and/or accountability for SA

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Health Local Health Network or SA Health Statewide Service programs.

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

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

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

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

(1) Consultant Clinician/Practitioner / Discipline Lead

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

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

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

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

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

- a) Operate under general policy direction and with professional independence in the determination of overall strategies, priorities, work standards and allocation of resources.
- b) Develop and direct the implementation of new and high level programs and major

investigations, with a strategic management emphasis.

- c) Maintain a *clinical* caseload commensurate with management responsibilities.

(3) Consultant Educator / Consultant Researcher

A Consultant Educator / Consultant Researcher will:

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

ALLIED HEALTH PROFESSIONAL LEVEL 6

Employees at AHP 6 will:

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

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- k) Have a management focus and be under the broad direction of an executive level position.

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

APPENDIX 3: ALLIED HEALTH PROFESSIONAL – PROFESSIONS

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

APPENDIX 4: ALLIED HEALTH ASSISTANTS - WORK LEVEL DEFINITIONS AND CLASSIFICATIONS – APPLIES TO SA HEALTH ONLY

The AHA classification level and descriptors will be determined by this Appendix alone.

For the purposes of this Appendix:

- 'Clinical' means specialised or therapeutic care that requires an ongoing assessment, planning and intervention by health care professionals;
- an AHA means an employee trained and designated by SA Health as an AHA who is an active participant in assisting the following Allied Health Professionals (AHPs) –
 - Audiologists
 - Exercise Physiologists
 - Dental Therapists
 - Dietitians/Nutritionists
 - Music Therapists
 - Occupational Therapists
 - Pharmacists
 - Physiotherapists
 - Podiatrists
 - Prosthetist
 - Radiographers
 - Radiotherapists
 - Speech Pathologists
 - Social Workers

or who undertakes duties in a multi-disciplinary capacity, to enable AHP's to meet best practice in the health care of patients.

This Appendix does not apply to laboratory employees or those classified to the Technical Services stream.

An AHA works under the clinical supervision and delegation of an AHP to assist with therapeutic and program related activities. Clinical Supervision can be delivered directly, indirectly or remotely. The role involves a mix of direct patient care and indirect support. In addition, AHAs may undertake work of a mechanical nature in Orthotics, Prosthetics or Dental fields.

ALLIED HEALTH ASSISTANT LEVEL 1 (AHA-1)

Assistants at this level:

- work under close direction and clinical supervision of an Allied Health Professional (AHP) in a Local Health Network,
- work routines are established and there is only limited scope for interpretation,
- problems can be resolved by reference to procedures and well documented methods and instructions,
- undertake activities which require the application of basic allied health assistant practical skills and knowledge, which may include:
 - implementation and/or assistance with patient treatment interventions as directed by the allied health professional;
 - assist with patient movement;
 - preparation of equipment;
 - record client contact details;
 - maintain maintenance records;
 - assist in manufacturing, repairing and maintaining clinical and patient equipment.
- may possess a Certificate 1 or 2 in Allied Health.

Level 1 AHAs will automatically progress from AHA 1 to AHA 2 within 6 months of appointment (unless subject to a performance management plan) or on successful completion of Certificate III in Allied Health Assistance, whichever is the sooner.

ALLIED HEALTH ASSISTANT LEVEL 2 (AHA-2)

Assistants at this level:

- must possess or be undertaking a Certificate 3 in Allied Health Assistance or equivalent;
- work under the direct, indirect or remote clinical supervision of an AHP,
- work routines and methods are established but there is some scope for the use of limited discretion in the application of those skills. By agreement with the AHP methods may be varied but not procedures,
- Problems can be resolved by reference to unit procedures, documented methods and instruments,
- use communication and interpersonal skills to assist in meeting the needs of the client,
- demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities,

- undertake and contribute to patient care by providing clinical support tasks which may include:
 - demonstrate a competent level of understanding of clinical screening assessments;
 - provide treatments prescribed by the AHP;
 - initiate changes under AHP direction to treatment programs using standardised assessment tools;
 - provide basic education on a defined range of topics to patients or groups of patients;
 - lead group treatment sessions as delegated by the AHP;
 - accurately maintain patient records according to organisational guidelines and legal requirements;
 - manufacture and repair of equipment to a level of competency specified by the service to at least Trades level.
- perform the full range of duties of an AHA-1.
- may be required to assist AHA-1s in their daily activities.

ALLIED HEALTH ASSISTANT LEVEL 3 (AHA-3)

Assistants at this level are appointed as such and:

- Must possess a minimum of Certificate 4 in Allied Health Assistance or equivalent ;
- work under general direction and minimal clinical supervision,
- undertake an advanced scope of AHA functions within a Local Health Network under direction of an AHP,
- work routines and methods are established but there is scope for the use of discretion in the application of skills,
- problems can be resolved by reference to procedures, documented methods and instructions, as defined by the relevant professional unit,
- demonstrates a high level of communication and interpersonal skills,
- undertake a range of the following:
 - Exercising skills, experience and knowledge to a higher level than AHA-2;
 - Contributing to patient care by providing advanced clinical support tasks delegated under the direct or indirect supervision of an AHP;
 - provides a defined range of specialised clinical screening assessments for patients with complex needs;

- provides a defined range of treatments for patients with complex conditions;
 - provides comprehensive education on a defined range of topics to patients or patient groups;
 - leads a defined range of group interventions for patients with diverse and complex needs;
 - contributes to patient records according to organisational guidelines and legal requirements.
- perform the full range of duties of an AHA-1 and AHA-2.
 - may be required to assist in the supervision of AHA-1 and AHA-2 in their daily activities. This may include the allocation of work, monitoring of the quality of work undertaken, the determination of priorities and providing on the job training and mentoring.

ALLIED HEALTH ASSISTANT LEVEL 4 (AHA-4)

Assistants at this level are appointed as such and:

- must possess a minimum of Certificate 4 in Allied Health Assistance or equivalent;
- work under general clinical direction and may provide supervision, coordination and leadership to a small team at a health site or within an equipment setting;
- are required to perform a broad range of tasks that require specialisation and/or detailed knowledge or training;
- with support as required from allied health professionals, may undertake training of less experienced AHAs;
- may maintain items by ensuring their operation within established safety and health standards and operational tolerances;
- may design and develop specific purpose equipment and prosthetics;
- contribute in a specific discipline to recording, consulting and preparing reports and
- exercise of appropriate delegations.

APPENDIX 5: REGIONAL ZONE LOCATION

Location	Postcode
MMM Zone 3	
Goolwa	5214
Mount Gambier	5290
Mount Barker	5251
Murray Bridge	5253
Victor Harbor	5211
Whyalla	5600
MMM Zone 4	
Angaston	5353
Naracoorte	5271
Nuriootpa	5355
Port Augusta	5700/5701
Port Pirie	5540
Strathalbyn	5255
Tanunda	5352
MMM Zone 5	
Ardrossan	5571
Balaklava	5461
Barmera	5345
Berri	5343
Booleroo	5482
Bordertown	5268
Burra	5417
Cadell	5321
Clare	5453
Kapunda	5373
Kadina	5554
Karoonda	5307
Kingston	5275
Keith	5267
Laura	5480
Loxton	5333
Lucindale	5272
Maitland	5573
Mannum	5238
Orroroo	5431
Peterborough	5422
Penola	5277
Port Broughton	5522
Point Pearce	5573
Quorn	5433
Renmark	5341
Riverton	5412
Snowtown	5520
Coonalpyn	5265
Crystal Brook	5523
Eudunda	5374
Gladstone	5473

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Location	Postcode
Hawker	5434
Jamestown	5491
Meningie	5264
Millicent	5280
Minlaton	5575
Moonta	5558
Mount Pleasant	5235
Tailem Bend	5259/5260
Tintinara	5266
Wallaroo	5556
Waikerie	5330
Yankalilla	5203
MMM Zone 6	
Cleve	5640
Cowell	5602
Coffin Bay	5607
Cummins	5631
Kimba	5641
Lameroo	5302
Lock	5633
Pinnaroo	5304
Port Lincoln	5606
Roxby Downs	5725
Tumby Bay	5605
Ungarra	5607
Warooka	5577
Yorketown	5576
MMM Zone 7	
Andamooka	5722
APY Lands Communities	0872
Ceduna	5690
Cooper Pedy	5723
Elliston	5670
Kangaroo Island	5211/5222/5223/5224
Karcultaby	5654
Kingoonya	5719
Leigh Creek	5731
Maree	5733
Marla	5724
Oodnadatta	5734
Streaky Bar	5680
Tarcoola	5701
Wirrulla	5661
Woomera	5720
Wudinna	5652

For the purpose of this Appendix: Regional Location Zone

“**MMM**” means the regional location, which is determined based on the Modified Monash Model.

APPENDIX 6: DEPARTMENT FOR CHILD PROTECTIONS ALLOWANCE

Classification	Increment	Allowance payable per annum from 1 May 2025 (ffpp)	Allowance payable per annum from 1 May 2026 (ffpp)	Allowance payable per annum from 1 May 2027 (ffpp)	Allowance payable per annum from 1 May 2028 (ffpp)
AHP-1	3 year degree	\$2,849	\$2,948	\$3,052	\$3,128
	4 year degree	\$2,969	\$3,073	\$3,181	\$3,260
	3	\$3,090	\$3,198	\$3,310	\$3,392
	4	\$3,270	\$3,385	\$3,503	\$3,591
	5	\$3,478	\$3,599	\$3,725	\$3,818
AHP-2	1	\$3,671	\$3,800	\$3,933	\$4,031
	2	\$3,792	\$3,925	\$4,062	\$4,163
	3	\$3,927	\$4,065	\$4,207	\$4,312
	4	\$4,063	\$4,205	\$4,352	\$4,461
	5	\$4,213	\$4,361	\$4,514	\$4,626
	6	\$4,253	\$4,402	\$4,556	\$4,670
AHP-3	1	\$4,334	\$4,486	\$4,643	\$4,759
	2	\$4,454	\$4,610	\$4,772	\$4,891
	3	\$4,605	\$4,766	\$4,933	\$5,056
	4	\$4,649	\$4,811	\$4,980	\$5,104
AHP-4	1	\$4,755	\$4,922	\$5,094	\$5,222
	2	\$4,876	\$5,047	\$5,223	\$5,354
	3	\$5,012	\$5,187	\$5,369	\$5,503
	4	\$5,177	\$5,358	\$5,546	\$5,684
AHP-5	1	\$5,298	\$5,483	\$5,675	\$5,817
	2	\$5,419	\$5,608	\$5,804	\$5,950
	3	\$5,604	\$5,800	\$6,003	\$6,153
	4	\$5,794	\$5,997	\$6,207	\$6,362
AHP-6	All	\$6,362	\$6,585	\$6,815	\$6,986

APPENDIX 7: HOSPITAL CAR PARKING

1. This clause shall apply to Employees subject to this Agreement who are employed by SA Health to work at metropolitan public hospital sites.
2. Where the public hospital site offers staff car parking permits, the following shall apply:
 - 2.1 For those Employees who have a SA Health/LHN issued permit for on-site/designated hospital car parking, a maximum fortnightly charge equivalent to \$2.50 per day.
 - 2.2 For those Employees who cannot access on-site/designated hospital car parking, the provision of free access to public transport upon presentation of valid hospital identification.

APPENDIX 8

The following persons are not Employees for the purposes of this Agreement: A person appointed, employed, or holding a position:

1. As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the Public Sector Act (or predecessor Act) or not (except that this Agreement will be binding on the Chief Executive, Attorney General's Department in the capacity as employer of public employees pursuant to the Act).
2. Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above South Australian Executive Service level 1 (unless the employee is employed to perform duties, or in a position, that has a classification specified in Appendix 1 of this Agreement).
3. Subject to an Award or agreement pursuant to the *Fair Work Act 2009* (Cth).