



SEC/18/0013

17 July 2018

Mr Nev Kitchin
General Secretary
Public Service Association of SA Inc.
GPO Box 2170
ADELAIDE SA 5001

Office of the Chief
Executive

Level 2 400 King William St
ADELAIDE SA 5000
DX 147

GPO Box 1747
ADELAIDE SA 5001

Tel: 08 8226 9120
Fax: 08 8226 9226

www.corrections.sa.gov.au

Attention: Ms Caroline Barnwell, Industrial Officer

Dear Mr Kitchin

**RE: COMMUNITY CORRECTIONS – INTENSIVE COMPLIANCE OFFICERS – CRIB
BREAKS**

I refer to my correspondence of 14 March 2018 confirming that the proposal to extend crib breaks on day shifts is supported, subject to a review 12 months following implementation. I also refer to various discussions between Ms Caroline Barnwell, Industrial Officer and Ms Meredith Smedley, Director, Workforce Management, Department for Correctional Services (DCS) in relation to this matter.

DCS has now finalised a draft PFA incorporating the proposed crib breaks. A copy of the draft PFA will be circulated to staff by email.

Feedback from the Public Service Association is sought by close of business on Wednesday 1 August 2018.

A staff meeting will be convened on Thursday 19 July 2018 at 3pm with ICU management, Intensive Compliance Officers, and Employee Relations to facilitate further discussions and to provide an opportunity for staff to ask any questions about the proposal during the consultation period.

Any queries in relation to this matter can be directed to Ms Smedley on telephone 8226 9159.

Yours sincerely

David Brown
CHIEF EXECUTIVE
David.brown3@sa.gov.au



SOUTH AUSTRALIAN MODERN PUBLIC SECTOR ENTERPRISE AGREEMENT: SALARIED 2017

PERSONAL FLEXIBILITY AGREEMENT

(Clause 23.3)

This is a Personal Flexibility Agreement for the purposes of clause 23.3 of the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017*, between:

DAVID BROWN of Level 2, 400 King William Street, Adelaide, South Australia, in his capacity as Chief Executive, Department for Correctional Services ("**the Chief Executive**")

and

KATE SMITH, of [insert] ("**the Employee**")

INTRODUCTION

- A. The Chief Executive has been appointed as the Chief Executive of the Department for Correctional Services under Part 6, Division 3 of the *Public Sector Act 2009*.
- B. The Employee is covered by the Enterprise Agreement and is engaged in the position of Intensive Compliance Officer.
- C. The Employee has made a proposal under clause 23.3 of the Enterprise Agreement for a Personal Flexibility Agreement ("PFA"), which the Chief Executive has accepted.
- D. The PFA will affect the operation of clause 36 of the Enterprise Agreement.
- E. The terms of the PFA are set out below:

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

"Award" means the *SA Public Sector Salaried Employees Interim Award*.

"Chief Executive" means the Chief Executive of the Department for Correctional Services.

"Employer's Premises" means the location where the Employee normally commences work on a given day, such as a Community Correction Centre or like office.

"Enterprise Agreement" means the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017*.

“PFA” means this “Personal Flexibility Agreement”.

2. ELIGIBILITY

The Parties agree, for the purpose of clause 23.3.6.3 of the Enterprise Agreement, that the nature of the Employee’s work involves a discrete function or occupation within the Department for Correctional Services and that, for the reasons referred to in paragraph 3 (below), personal flexibility is mutually beneficial.

3. MUTUAL ADVANTAGE

The Parties agree, for the purpose of clause 23.3.1 of the Enterprise Agreement that there is a mutual advantage in this PFA because:

- 3.1. the Employee’s duties mostly involve the supervision, monitoring and compliance activities of offenders subject to electronic monitoring;
- 3.2. the nature of the Employee’s duties involves travel throughout the day to offenders’ and other persons’ homes, makes it inconvenient for the employee to take an unpaid meal break of 30 minutes; and
- 3.3. the Employee would prefer instead to take a short paid rest break during the period of duty and then finish work early;
- 3.4. the Chief Executive need not supervise the taking of a break at a fixed time; and
- 3.5. the Employee will remain on duty or available for duty and if necessary resume the performance of duties during the rest break if required to do so , which may not be possible during an unpaid meal break.

4. TERM OF PFA

- 4.1. Subject to paragraph 4.2, this PFA will commence on the date on which it becomes fully executed and continue until it is terminated under clause 23.3.3 of the Enterprise Agreement.
- 4.2. This PFA will only operate while the Enterprise Agreement operates.

5. EFFECT OF PFA

In light of the matters referred to in paragraph 2 of this PFA, the parties agree the following matters:

- 5.1. In relation to work in ordinary time:
 - 5.1.1. the Employee will not take a 30 minute unpaid meal break as required by clauses 36.1 and 36.2 of the Enterprise Agreement;
 - 5.1.2. the Employee will instead be entitled to take a paid rest break of 20 minutes at a time that is convenient to the Employee, during which time the Employee will

remain on duty or be available for duty and if necessary will resume the performance of duties if required to do so;

- 5.1.3. unless directed otherwise, the Employee will take the paid rest break under paragraph 5.1.2 at a location that is convenient in light of where the relevant duties are being performed and without returning to the Employer's Premises (for example, the Employee may take a break at a café or at a park);
 - 5.1.4. the employee is not, for the purpose of clause 36.3 of the Enterprise Agreement, being required to work without having had or commenced a meal break or crib break and is therefore not entitled to claim or be paid the additional rates prescribed by that clause; and
 - 5.1.5. the Employee will be rostered so that he/she is required to work for no more than eight ordinary hours on any occasion that he/she is rostered to work (in other words, the employee will finish work 30 minutes earlier than would have been the case had he/she taken a 30 minute unpaid meal break).
- 5.2. In the event that the Employee is directed to work overtime immediately after the completion of his/her eight ordinary hours of work, the employee may choose to not take a 30 minute unpaid meal break during the overtime period, in which case the following will apply:
- 5.2.1. the Employee will instead be entitled to take a second paid rest break of 20 minutes at a time that is convenient to the Employee, during which time the Employee will remain on duty or be available for duty and if necessary will resume the performance of duties if required to do so;
 - 5.2.2. unless directed otherwise, the Employee will take the second paid rest break under paragraph 5.2.1 at a location that is convenient in light of where the relevant duties are being performed and without returning to the Employer's Premises (for example, the Employee may take a break at a café or at a park); and
 - 5.2.3. it is acknowledged that the employee is not, for the purpose of clause 36.3 of the Enterprise Agreement, being required to work without having had or commenced a meal break or crib break and is therefore not entitled to claim or be paid the additional rates prescribed by that clause.
- 5.3. If any paid rest break is interrupted, the Employee will be entitled to resume the break at a time that is convenient to the Employee but the total amount of time taken as paid rest breaks that the Employee takes must not exceed 20 minutes on any occasion that he/she is rostered to work or during an overtime period.
- 5.4. To avoid any doubt, the parties also agree that this PFA will also operate as an arrangement for the purpose of clause 36.2(d) of the Enterprise Agreement.

6. ACKNOWLEDGMENT

The Employee acknowledges and warrants that he/she enters into this PFA having had a reasonable opportunity to obtain professional advice about the nature and effect of this PFA, which includes an opportunity to take advice from the Public Service Association of South Australia Inc.

SIGNATURE

NAME

**CHIEF EXECUTIVE, DEPARTMENT FOR
CORRECTIONAL SERVICES**

DATE

SIGNATURE

NAME

INTENSIVE COMPLIANCE OFFICER

DATE