

MEMORANDUM OF UNDERSTANDING  
CONDITIONS OF EMPLOYMENT

DATE:

This memorandum of understanding is made on the 20<sup>th</sup> day of DECEMBER 1996.

DURATION:

This memorandum of understanding will operate from 1 January 1997 and will apply until 31 December 1998.

PARTIES:

The parties to this memorandum of understanding are the Premier and the Minister for Industrial Affairs on behalf of each of the South Australian Government Agencies included in Attachment A of this Agreement, the United Trades and Labor Council of South Australia on behalf of the union signatories to this memorandum of understanding, and the union signatories to this memorandum of understanding.

PREAMBLE:

This memorandum of understanding is intended to replace the South Australian Public Sector Enterprise Bargaining Framework (State) Agreement and the South Australian Public Sector Enterprise Bargaining Framework (Federal) Agreement. It is not intended to confer any additional benefits on employees beyond those which already apply in South Australian Government Agencies.

This memorandum of understanding provides for a base of conditions of employment which will be recognised by the parties for the duration of the memorandum of understanding. However, negotiations at the enterprise level as part of the enterprise bargaining process may result in the variation or cancellation of any of these conditions of employment in that enterprise and that will not be inconsistent with this memorandum of understanding.

## TERMS OF MEMORANDUM OF UNDERSTANDING:


1. Subject to terms 2 and 3 below, the parties agree that the broad principles and entitlements contained in the conditions of employment listed at Attachment B will apply for the duration of this memorandum of understanding in the South Australian Government Agencies in which they have applied to date.
2. The parties acknowledge and agree that the Commissioner's Circulars (CCs), Commissioner's Determinations (CDs) and Industrial Circulars (ICs) which are referred to in Attachment B are mentioned for ease of reference only. The parties acknowledge and agree that these documents may be replaced by more flexible, less prescriptive instruments such as Guidelines issued by the Office for the Commissioner for Public Employment and the Chief Executive, Department for Industrial Affairs, during the life of this memorandum of understanding.
3. The parties agree that, notwithstanding anything contained elsewhere in this memorandum of understanding, changes to the broad principles contained in the conditions of employment listed at Attachment B may be negotiated at the enterprise level between employers and employees as part of the enterprise bargaining process.
4. The parties agree to the implementation of the changes to redeployment practice detailed at Attachment C. The changes to redeployment practice detailed at Attachment C will apply to public sector employees to whom the current provisions presently apply and will supersede any other arrangements which are currently in place except where such arrangements have been negotiated at the enterprise level. These changes will be incorporated in a new Commissioner's Direction on redeployment to operate from January 1 1997.
5. The parties agree to observe the consultative principles as detailed at Attachment D for the duration of this memorandum of understanding.
6. In the context of the changed redeployment arrangements referred to in term 4 above, the parties agree that the current position on no-retrenchment in the South Australian Public Sector will be maintained for the duration of this memorandum of understanding.
7. The parties acknowledge that conditions of employment other than those contained in Attachment B are prescribed in various Acts. These Acts are listed for convenience at Attachment E, however no inference of a commitment to maintaining the conditions contained in those Acts for any period is to be drawn from the fact of the Acts being

listed at Attachment E and the parties reserve their rights to seek to change these pieces of legislation during the life of this memorandum of understanding.

IN WITNESS OF THIS MEMORANDUM OF UNDERSTANDING the parties have attached their signatures hereunder.

SIGNED BY

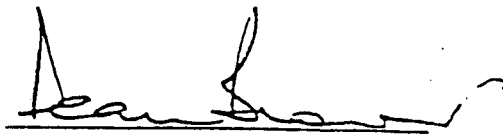
The PREMIER

  
David Allott.

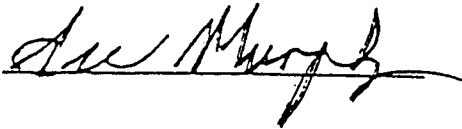
WITNESS:

SIGNED BY

The MINISTER FOR INDUSTRIAL AFFAIRS



WITNESS:

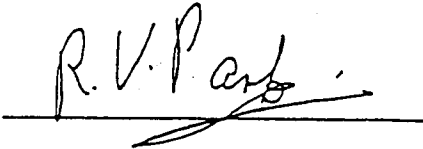


SIGNED BY

JOHN LESSES  
for and on behalf of the  
UNITED TRADES AND LABOR COUNCIL  
OF SOUTH AUSTRALIA

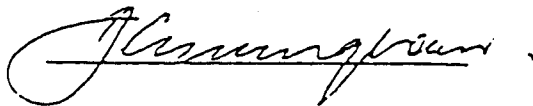


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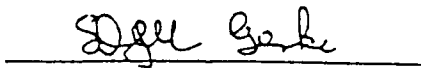


SIGNED BY

for and on behalf of the  
ASSOCIATION OF PROFESSIONAL  
ENGINEERS, SCIENTISTS AND  
MANAGERS AUSTRALIA



WITNESS:

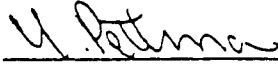


SIGNED BY

for and on behalf of the  
AUSTRALIAN LIQUOR, HOSPITALITY  
AND MISCELLANEOUS WORKERS UNION

  
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WITNESS:

  
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SIGNED BY

for and on behalf of the  
AUSTRALIAN MANUFACTURING  
WORKERS UNION

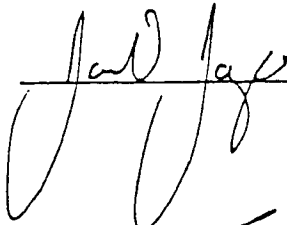
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WITNESS:

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SIGNED BY

for and on behalf of the  
AUSTRALIAN NURSING FEDERATION  
SA Branch

  
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WITNESS:

  
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SIGNED BY

for and on behalf of the  
COMMUNICATIONS, ELECTRICAL,  
ELECTRONICS, PLUMBING AND ALLIED  
SERVICES UNION  
- Electrical Division


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WITNESS:

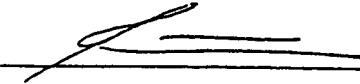
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SIGNED BY

for and on behalf of the  
CONSTRUCTION, FORESTRY, MINING,  
ENERGY UNION, CONSTRUCTION AND  
GENERAL - CONSTRUCTION WORKERS  
DIVISION


  
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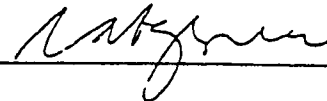
  
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SIGNED BY

for and on behalf of the  
MEDIA ENTERTAINMENT AND  
ARTS ALLIANCE - Actors Equity  
Section

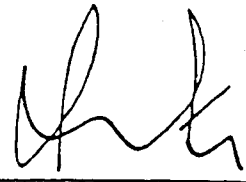
  
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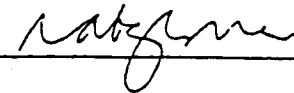
  
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SIGNED BY

for and on behalf of the  
NATIONAL UNION OF WORKERS  
SA General Branch

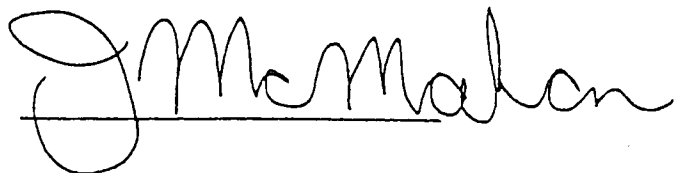
  
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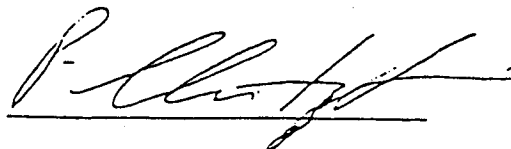
  
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SIGNED BY

for and on behalf of the  
PUBLIC SERVICE ASSOCIATION  
OF SOUTH AUSTRALIA/COMMUNITY  
AND PUBLIC SECTOR UNION  
SPSF Group (SA)

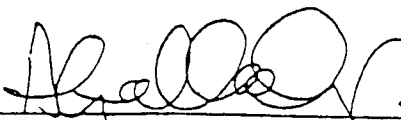
  
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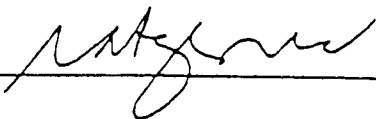
  
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SIGNED BY

for and on behalf of the  
TRANSPORT WORKERS UNION  
OF AUSTRALIA  
SA/NT Branch

  
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WITNESS:

  
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SIGNED BY

for and on behalf of the  
UNITED FIRE FIGHTERS UNION  
OF SOUTH AUSTRALIA INCORPORATED

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WITNESS:

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## LIST OF SOUTH AUSTRALIAN GOVERNMENT AGENCIES

ATTACHMENT A

Aboriginal Lands Trust  
Adelaide Festival Centre Trust  
Arts SA  
Attorney-General's Department  
Auditor-General's Department  
Chiropractors Board of South Australia  
Citrus Board of South Australia  
Country Fire Services  
Courts Administration Authority  
Dairy Authority of South Australia  
Dental Board of South Australia  
Department of Correctional Services  
Department for Education and Children's Services  
Department for Employment Training and Further Education  
Department of Environment and Natural Resources  
Department for Family and Community Services  
Department of Housing and Urban Development  
Department for Industrial Affairs  
Department of Manufacturing Industry, Small Business and Regional Development  
Department of Mines and Energy  
Department of the Premier and Cabinet  
Department of Primary Industries  
Department of State Aboriginal Affairs  
Department of Transport  
Department of Treasury and Finance  
History Trust of South Australia  
Information Technology Workforce Strategy Office  
Institute of Medical and Veterinary Science  
Legal Services Commission of South Australia  
Lotteries Commission of South Australia  
Medical Board of South Australia  
Nurses Board of South Australia  
Office for Recreation, Sport and Racing  
Office for the Commissioner for Public Employment  
Office of Information Industries  
Office of Multicultural and Ethnic Affairs  
Office of the Passenger Transport Board  
Parliament House  
Police Complaints Authority  
Police Department  
Racing Industry Development Authority  
Senior Secondary Assessment Board of South Australia  
Services SA  
South Australian Country Arts Trust  
South Australian Film Corporation

South Australian Greyhound Racing Authority  
South Australian Health Commission  
South Australian Housing Trust  
South Australian Harness Racing Authority  
South Australian Metropolitan Fire Service  
South Australian Research and Development Institute  
South Australian Tourism Commission  
South Australian Youth Arts Board (Carclew)  
State Opera of South Australia  
State Theatre Company of South Australia  
Teachers Registration Board  
Urban Projects Authority  
West Beach Trust

## ATTACHMENT B

## LIST OF CONDITIONS OF EMPLOYMENT

CONDITION	CURRENT REFERENCE
Additional annual leave for employees in remote areas	CD 49 and IC 2.09
Allowance for piloting of hired or Government-owned aircraft by employees	CD 28
Appointment in selection procedures	Guideline issued by the Office for the Commissioner for Public Employment
Attendance books/records	CC 27 and IC 1.6
Blood donors	IC 1.14
Bushfire leave	CC 49 and IC 2.9
Camp allowances	CD 11 and IC 2.30
Camping out allowances	CD 12 and IC 2.31
Casual cashiers and pay officers allowance	CD 20 and IC 2.02
Casual employees	CM 1.6
Changing headquarters/Relocation expenses	CD 17 and IC 1.33
Closure of service or reduction guidelines	IC 1.69
Continuity of service	CC 14 and IC 2.39
Daylight saving	IC 1.68
Disciplinary procedures	IC 1.55
Education assistance, conferences and conventions	Guideline issued by the Office for the Commissioner for Public Employment
ELTW (English Language Training at the Worksite)	IC 1.79
First aid allowances	CD 5

Flexitime	CC 34
Grievance procedure	IC 1.56, IC 1.57
Job reps	IC 1.04
Juniors with dependants	IC 1.52
KI travel costs	CD 18
Locality allowances	CD 4 and IC 1.18
Meal allowance	CD 1 and IC 1.90
Medical and dental treatment (travel and accommodation)	CD 13
Motor vehicle licences	CD 25
Motor vehicle reimbursement	CD 6 and IC 1.30
Occupational Health and Safety	
- safety footwear and glasses	CC 19
- supply of overalls and lightweight protective clothing	CC 19
- issue of sun protection aids	CC 19
Overtime	CD 1
Part-time employment	CC 37
Personal files	CC 40
Procedures governing industrial disputes	CC 20
Reclassification and classification review	Guideline issued by the Office for the Commissioner for Public Employment.
Recreation leave	CC 47
Release to unions	IC 1.50
Reimbursement of private telephone expenses	CD 24 and IC 1.31
Reimbursement claims for personal possessions	CC 19
Resignation, retirement and re-employment	CC 35

Rest period after overtime	CD 1 and IC 1.9
Sexual harassment	CC 15
Sick leave	CC 46
Smoking in the workplace	CC 24
Special leave /Special leave with pay	CC 49
Special leave without pay	CC 25
Transport/travel reimbursement for employees with permanent disability	CD 21
Travel and accommodation allowances - Education assistance	CD 14
Travel time	CD 23 and IC 1.7
Travelling expenses reimbursement	CD 9 and IC 1.29
Use of Government vehicles	CC 28
Vocational and work placement for tertiary students	CD 7

## ATTACHMENT C

## CHANGES TO REDEPLOYMENT PRACTICE

The following changes to redeployment practice have been agreed between the parties to take effect from 1 January 1997.

The proposed changes will apply to all existing excess employees, however the Commissioner for Public Employment (CPE) will honour any income maintenance arrangements which have been formally entered into.

### 1. Suitable Job Offers

The following will be added to the Commissioner's Direction to replace CC 8 at the end of paragraph 3.3.1(a):

'A decision about the suitability of a position for a redeployee is to be made having given regard to, and attempting to match as far as is practicable, matters including, but not restricted to, the following:

- hours of work
- quantum of hours of work
- distance from home
- rates of pay'

The existing provision contained in CC 8 clause 3.3.1(e) will be amended in the new Commissioner's Direction to read as follows:

'where an excess employee has been offered at least one suitable position and has declined the offer redeployment to a suitable position thereafter will not necessarily require agreement by the employee.'

If an employee is directed into a position by their employer and believes the position to be unsuitable in the circumstances then the employee may request the CPE to act as a mediator between the employee and the agency in order to resolve the issue. In these circumstances the employee and the agency would have an opportunity both individually and/or jointly to put forward their views.'

### 2. Income Maintenance

The existing provisions contained in CC 8 clause 3.8.1 will be amended in the new Commissioner's Direction as follows:

Income maintenance will be determined by the CPE (including circumstances where the CPE or a Chief Executive has reassigned an excess employee to a lower level position at the employee's request) as follows:

- for an employee with at least one years continuous service but less than ten years - for a period of six months.
- for an employee with at least ten years continuous service - for a period of twelve months.

The period of income maintenance should be seen as a minimum period with the CPE able to extend the period in special circumstances.

3. **Period of Notice to move to a Lower Classification**

Clause 3.2.2 will now read as follows:

'Except in circumstances where the Chief Executive and the employee mutually agree, excess employees who are to be assigned to a position at a lower level will be advised in writing at least one month prior to being assigned to the position. Excess employees assigned to a lower level position will not move to a lower income level for at least three months following assignment to the lower level position.'

4. **Period of Notice for Geographic Transfer**

A new clause on this issue will read:-

'Except in circumstances where the employer and the employee mutually agree, an excess employee who is to be assigned to a position that requires moving and reporting to a different geographical location is to be provided with at least two months notice in writing. The Chief Executive will be able to provide a longer notification period, where it is clear that individual circumstances require additional time.'

5. The Office for the Commissioner for Public Employment and the Department for Industrial Affairs will develop guidelines to deal with the impact of enterprise bargaining outcomes on excess employees as they move between agencies.

6. The concept of the 'Job Transfer Office' for weekly paid employees will no longer exist.

## CONSULTATIVE PRINCIPLES

Consultation involves the sharing of information and the exchange of views between employers and the persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision-making process.

Employers consult in good faith, not simply advise what will be done.

It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the industrial parties occurs on a regular basis.

Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.

Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

In relation to significant issues of public sector-wide reform the Government will consult with the UTLC in accordance with the above principles.

## ATTACHMENT E

## LIST OF RELEVANT ACTS

- Occupational Health, Safety and Welfare Act 1986
- Public Sector Management Act 1995
- Education Act
- Workers Rehabilitation and Compensation Act 1986
- Industrial and Employee Relations Act 1994
- Superannuation Act 1988
- Police Superannuation Act 1990
- Superannuation (Benefit Scheme) Act 1992
- Southern State Superannuation Act 1994