



The Agreement Explained

If a majority of salaried employees who vote support this proposed Agreement (i.e. vote Yes), an application will be made to the Industrial Relations Commission of SA for it to be approved. The Agreement only has effect if approved.

This explanatory document:

- Explains the effect of the terms of the proposed South Australian Government Wages Parity (Salaried) Enterprise Agreement 2009 (the proposed Agreement);
Identifies differences between the proposed Agreement and the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006 (the current Agreement); and relevant Award provisions.
Identifies the procedures in the proposed Agreement for preventing and settling industrial disputes.
Indicates whether any term of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees.
Informs employees of their rights to be represented in relation to proceedings for approval of the proposed Agreement.

The proposed Agreement will cover the general salaried group of SA Public Sector salaried employees and will supersede the current agreement. The proposed Agreement, current Agreements and relevant Awards can be found on the Public Sector Workforce Relations website at www.pswr.sa.gov.au, or contacting the Human Resources Section in your agency.

1. ENTERPRISE AGREEMENT

This clause identifies the proposed Agreement, and the part of the Fair Work Act 1994, under which it is made. It is largely the same as the current clause except that it provides that the term of the proposed Agreement is until 30 June 2012 (two and a half years) rather than for three years.

2. OBJECTS AND COMMITMENTS

This clause is largely the same as the current clause except that it will also refer to the SA Health Care Plan, the Public Sector Act 2009 and includes a commitment about existing conditions of employment not being reduced.

3. INTERPRETATION

This clause is largely the same as the current clause and makes some variations to definitions in the current agreement.

4. PARTIES BOUND

This clause is largely the same as the current clause except that it makes some technical changes by referring to employee agents that are signatories, updates names of agencies and nomenclature and clarifies employees who are not bound by the proposed Agreement.

5. OTHER ENTERPRISE AGREEMENTS

This clause is largely the same as the current clause except that it will provide that this proposed Agreement supersedes previous enterprise agreements and that no party will oppose an application to formally rescind a superseded enterprise agreement.

6. SALARY AND WAGE ADJUSTMENTS

This clause is largely the same as the current clause except that it refers to the applicable dates for the 3 x 2.5% pa increases detailed in Appendix 1: Parity Salaries and Wages coming into effect from the first full pay period on or after 1 October 2009, 1 October 2010 and 1 October 2011.

7. ONE-OFF PAYMENT

This is a new provision that deals with the basis and manner of payment of a "One-off Payment" of \$600-00. It will be paid as soon as is practicable after approval by the Industrial Relations Commission of SA (IRCSA), adjusted on a pro rata basis for part time employees and those employed on contract for less than 12 months. An employee must be employed both as at the date an application is made for approval and the date of approval by the IRCSA. It does not apply to casual employees and the payment does not count for any other purpose whatsoever.

8. SALARY PACKAGING ARRANGEMENTS

This clause is the same as the current clause.

9. MEMORANDUM OF UNDERSTANDING

This clause is the same as the current clause. The effect of this clause is that subject to approval by the IRCSA, the operation of the previously separately agreed MOU will be extended for the life of the proposed Agreement, to the effect that there will be no forced redundancy for employees for the life of this proposed Enterprise Agreement.

10. WORKLIFE FLEXIBILITY

This clause is largely the same as the current clause.

Paid Maternity Leave and Paid Adoption Leave (PMAL)

This clause is largely the same as the current clause except that it provides for PMAL improvements. The period of PMAL will increase from the current 14 weeks to 16 weeks effective no earlier than 22 December 2009 if the majority of employees who vote support the proposed Agreement. On and from a date 12 months after approval of the Agreement, employees who, at the time of taking PMAL, have been employed in the SA Public Sector for not less than 5 years

(including any periods of approved unpaid leave) will have access to PMAL of 18 weeks. Additional flexibility is provided: where both prospective parents are employees covered by the proposed Agreement, the period of PMAL may be shared by both employees, provided that the total period of PMAL does not exceed the relevant period and that the periods are taken in periods of time of not less than four weeks that have regard to the operational needs of the agency. The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth's Paid Parental Leave Scheme.

Return to Work on a Part Time Basis

This clause is to the same effect as the current Agreement.

Family Carer's Leave

This clause is to the same effect as the current Agreement.

Reimbursement of Reasonable Child Care Costs

This clause is largely the same as the current clause except that it also now refers to the employee's agency.

Reimbursement of Reasonable Travel Costs

This clause is to the same effect as the current Agreement.

11 OVERTIME SALARY

This clause proposes to increase the overtime cap from ASO5. For the purposes of payment for overtime, the maximum salary for an employee or position that has a classification in Column 1 is the top increment of the classification level in Column 2.

Table with 2 columns: Column 1 and Column 2. Column 1 lists classifications: ASO; OPS; TGO; CFS; and any other classification not listed in this Column; AHP; DSO; GFSc; LeC; LSC; LE; MeSc; PO. Column 2 lists corresponding classifications: ASO 6; AHP 3; DSO 1; GFSc 3; LeC 3; LSC 3; LE 3; MeSc 3; PO 3.

12. ON-CALL/RECALL

This clause increases the on-call rates: From (current): \$13.90 (Mon to Fri) \$27.60 (Wkends/public hols) To: \$25.70 (Mon to Fri) \$44.95 (Wkends/public hols). It applies 2.5% pa increases that will operate on and from 1 October 2010 and 1 October 2011.

13. NIGHT SHIFT PENALTY

It is proposed to increase the night shift penalty to 20.5% to apply in lieu of the 15% penalty specified in clause 6.5.2.1 of the S.A. Public Sector Salaried Employees Interim Award and clause 6.3.1.2 of the Medical Scientists (South Australian) Public Sector Award.

14. OCCUPATIONAL HEALTH SAFETY AND WELFARE

This clause is to the same effect as the current clause.

15. TRAINING AND DEVELOPMENT

This clause is largely the same as the current clause except that it also now refers to the mobility and secondments and the potential development opportunities for employees being able to undertake temporary positions at their substantive or higher remuneration level.

16. PROFESSIONAL DEVELOPMENT

This clause is new and will apply to professional classifications and is directed to providing for reimbursement by the agency of the reasonable cost of appropriate professional development expenses incurred during employment subject to certain terms and conditions

detailed in the clause such as the professional development is a compulsory requirement of a recognised professional registration or accreditation and the employer explicitly requires such registration or accreditation to be maintained or acquired for the performance by the professional employee of the duties for which he or she is employed. There will be some circumstances in which expenses will not be payable, eg. if not successfully completed or if the employee leaves employment before completion. This reimbursement will not displace current (discretionary) processes in relation to paid or unpaid leave.

The proposed Agreement will provide such employees with up to 5 days paid professional development leave over 2 years to attend approved professional development for which the employee is entitled to reimbursement under this arrangement. Leave beyond 5 days will be subject to the current (discretionary) processes in relation to paid or unpaid leave.

17. WORKPLACE FLEXIBILITY

This clause is to the same effect as the current Agreement. In effect it means that employees agree to permit amendment to the proposed Agreement by the making of Workplace Flexibility Agreements that will then be included as a schedule to the agreement.

18. RECLASSIFICATION DATE

This clause is to the same effect as the current Agreement.

19. TOIL & FLEXI-TIME ACCRUALS

The proposed Agreement continues to provide that employees who accrue Time off in lieu (TOIL) in accordance with the applicable Award or this proposed Agreement cannot lose that entitlement and can accrue up to 10 days TOIL (rather than the current 5 days). Additionally, where an employee has been permitted to accrue TOIL in excess of 10 days, the employee may apply to the employer to convert such TOIL into a payment at their ordinary rate of pay. It will also provide the same arrangements where flexi-time has been accrued with the approval of management to meet workload demands.

20. MINIMUM HOURS OF ENGAGEMENT

This clause is to the same effect as the current Agreement.

21. PUBLIC HOLIDAYS

Limit on Public Holiday Work

This clause is to the same effect as the current Agreement.

Public Holidays – Employees Rostered Over 6 Days

This clause is to the same effect as the current Agreement.

22. MEAL BREAKS

This clause is different from the clause in the current Agreement. It proposes to continue to provide that an employee is entitled to a meal break after 5 hours. It will also provide to the effect that in particular circumstances an employee will become entitled to payment of a 50% penalty from the commencement of the sixth hour where an employee is required by management to continue working without a meal or crib break. Unless the employer has already made payment, an employee must request payment within 8 weeks of the end of the pay cycle in which the meal or crib break was not provided.

23. PERFORMANCE IMPROVEMENT

This clause is to the same effect as the current Agreement.

24. NO EXTRA CLAIMS

This clause is to the same effect as the current Agreement and adds a reference to employee agents.

25. CONSULTATIVE PROCESSES

This clause is to the same effect as the current Agreement.

26. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

This clause is to the same effect as the current Agreement.

27. VARIATIONS

This clause is to the same effect as the current Agreement.

28. REVIEWS

This clause provides for particular reviews: engineers (re. remuneration arrangements); CFS/SES operational employees (re. working arrangements); fisheries officers (re. working arrangements); translator/interpreters (re. technology: complex languages).

29. RENEGOTIATION

This clause provides for commencement of negotiations for a new Agreement not earlier than 1 January 2012.

Appendix 1: Parity Salaries and Wages

This Appendix includes a series of Schedules that detail classifications, salaries and rates (where applicable) that currently apply and those that are proposed to apply from the first full pay

period on or after 1 October 2009 and 1 October 2010 and 1 October 2011.

The Schedules include new classification structures for Allied Health Professionals, Grant Funded Scientists and Medical Scientists, and a revised structure for Professional Officers. Translation arrangements for the structures are also provided. The structures will come into effect on and from the first pay period after approval of the proposed Agreement by the IRCSA. The Grant Funded Scientists schedule also includes a flexibility provision that enables the employer and Grant Funded Scientist to have regard to the salary basis of a relevant grant and, if applicable, may agree remuneration arrangements (but not less than the proposed Agreement).

The schedules also include: an increase to the Correctional Officer Allowance; a "Correctional Officers – Review and WFA" in relation to options for improving efficiency and effectiveness and how they can be implemented; a Secure Training Centre Allowance in relation to OPS classified Secure Training Centre Youth Workers employed by DFC, Families SA who work in the Secure Training Centres located at Magill (and its replacement) and Cavan and the circumstances in which that allowance is payable.

Appendix 2: Saved Clauses

This Appendix is largely the same as the current Appendix except that clauses that are no longer relevant or required have been deleted and various agency names updated.

Appendix 3: Workplace Flexibility Agreements

This Appendix includes existing Workplace Flexibility Agreements: Primary Industries and Resources SA and employees employed as Quarantine Station Inspectors; Department for Transport Energy and Infrastructure and employees employed as Traffic Management Centre Operators. All other Workplace Flexibility Agreements that may be made will become attached as schedules to Appendix 3.

Appendix 4: Shared Services Principles

This Appendix is to the same effect as the current Agreement.

Appendix 5: Allied Health Professionals Work Level Definitions

This Appendix describes work level definitions for employees classified as Allied Health Professionals.

Appendix 6: Professional Officers Work Level Definitions

This Appendix describes work level definitions for employees classified as Professional Officers.

Appendix 7: Medical Scientists Work Level Definitions

This new Appendix describes work level definitions for employees classified as Medical Scientists

Appendix 8: Grant Funded Scientists Work Level Definitions

This Appendix describes work level definitions for employees classified as Grant Funded Scientists

Attachment A

This Attachment is referred to at clause 9 and is included only for the purpose of information. It refers to what is proposed to be deleted, varied and clarified in Commissioner's Standard 2.

Employee Rights to Representation

A "Notice of Intention to Negotiate an Agreement Under the *Fair Work Act 1994*" was issued and distributed to employees on 10 September 2009. That Notice advised you about:

- When the first meeting to negotiate the proposed Agreement would be, and where;
- Which employees are to be covered by the Enterprise Agreement;
- Your rights to be represented in relation to the negotiation of, and approval for, the proposed Agreement; and
- How and where you can access a copy of your Award.

Intention to Apply for Approval of the Proposed Agreement

If the proposed SA Government Wages Parity (Salaried) Enterprise Agreement 2009 is supported by a majority of employees who vote in the ballot, an application will be made to the Industrial Relations Commission of South Australia to have the new Enterprise Agreement approved pursuant to the *Fair Work Act 1994*.

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Authorised by PSWR (DPC)