



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

SUPERANNUATION FUNDS MANAGEMENT CORPORATION OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2018

File No. 1383 of 2018

This Agreement shall come into force on and from 30 May 2018 and have a life extending for a period of 36 months therefrom.

SAET HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 30 MAY 2018.

A handwritten signature in black ink, appearing to read 'P. McMahon', written over a horizontal line.

COMMISSIONER MCMAHON

***Superannuation Funds Management
Corporation of South Australia
(trading as Funds SA)***

Enterprise Agreement 2018

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1. Enterprise Agreement

- 1.1 This Enterprise Agreement is made pursuant to the Fair Work Act 1994, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the “Superannuation Funds Management Corporation of South Australia (trading as Funds SA) Enterprise Agreement 2018”.
- 1.3 This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal (“SAET”).
- 1.4 The term of this Enterprise Agreement shall be three years from the date of approval by the SAET.

2. Interpretation

In this Agreement-

Chief Executive Officer means the Chief Executive Officer of Superannuation Funds Management Corporation of South Australia, or the delegate or person authorised to act in the name thereof through the instrument of delegation.

Continuous Service means continuous service since commencement with the earliest recognised employer as determined by the Chief Executive Officer. The date of commencement will be adjusted for some leave calculation purposes to account for periods of leave without pay not recognised as eligible service.

Corporation means the Superannuation Funds Management Corporation of South Australia (trading as Funds SA).

Declared Employer means the Chief Executive of the Department of the Premier and Cabinet, as the declared employer, for the purposes of the *Fair Work Act 1994* (SA), in relation to the Superannuation Funds Management Corporation of South Australia.

Employer means the Corporation.

Service Year in relation to an employee means the period of 12 months from the commencement of the employee’s service or any succeeding periods of 12 months.

SFMC Act means the *Superannuation Funds Management Corporation of South Australia Act 1995*.

Single Bargaining Centre (SBC) means the entity comprised of representatives of the Corporation and representatives of employees nominated, from time to time, for the purposes of negotiating, implementing and monitoring this Agreement.

Single Bargaining Unit (SBU) means the entity comprised of representatives of employees who form part of the Single Bargaining Centre.

3. Parties bound by Agreement

This agreement (**Superannuation Funds Management Corporation of South Australia Enterprise Agreement 2018**) is made under Chapter 3 Part 2 of the *Fair Work Act 1994* (SA) and binds the Chief Executive of the Department of the Premier and Cabinet as the declared employer in relation to the Superannuation Funds Management Corporation of South Australia and the employees occupying positions in the Corporation but excluding;

- a) the Chief Executive Officer in the Chief Executive Officer’s capacity as an employee
- b) any employee occupying a position of 350 work value points or more (as determined by the Cullen Egan Dell Job Evaluation System).

The terms and conditions as prescribed in this Enterprise Agreement shall not be used as a precedent by any party in any other proceedings with the employer or any other employer.

Subject to this clause, this Enterprise Agreement will be read in conjunction with the *SA Public Sector and Local Government Entities Clerks Award*. A clause in this Agreement will prevail over any applicable award to the extent of any inconsistency.

4. Renegotiation

Renegotiation of this Agreement will commence following the 30 month anniversary of the date of approval of the Agreement.

5. Vision and objectives

5.1 The Agreement is designed to assist the Corporation to achieve its purpose as outlined in the strategic plan and to provide employees with attractive pay and working conditions.

5.2 The Corporation and its employees will actively support and demonstrate an ongoing commitment to the achievement of the Corporation's goals:

- to be a trusted and valued partner for clients and stakeholders
- to deliver high quality and responsive investment operations
- to exceed investment objectives
- to demonstrate a high performing culture and capabilities.

5.3 The Corporation and its employees recognise that to remain competitive in a rapidly changing environment, the Corporation must drive innovation and improvement to provide the most efficient and flexible ongoing service to its clients and stakeholders.

5.4 The Corporation is committed to pursuing productivity improvements and enhancing the quality of working life through the enterprise bargaining process, effective leadership and continuous improvement of supporting structures and frameworks.

5.5 The Agreement also reflects the Corporation's core values:

- Our clients are at the core of everything we do.
- Our people are professional and collaborative.
- We encourage diverse ideas and innovation.
- We demonstrate integrity and respect.
- We uphold trust others place in us.

6. Consultation

6.1 Consultative principles

- Consultation involves the sharing of information and the exchange of views between the Corporation and employees. It is a genuine opportunity for employees to contribute effectively to the decision making process.
- The Corporation will consult in good faith, not simply advise what will be done.
- It is agreed that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- Workplace changes that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with those affected employees.
- Negotiation for enterprise bargaining will be undertaken through a Single Bargaining Unit, comprising of representatives of employees.

6.2 Commitment to no further claims

- This Agreement and its remuneration schedule will be taken to have satisfied and discharged all claims of any description (whether as to monies and conditions).

- The employees undertake that for the term of this Agreement they will not pursue any further or other claims within the parameters of this Agreement, except where consistent with State Wage Case principles.

7. Performance management

- 7.1 The Corporation recognises and is committed to implementing effective performance management and development that will support meaningful, regular conversations between managers and staff that lead to optimising and continuously improving performance. To this end, the Corporation's performance management and development system will aim to:
- facilitate a clear understanding of roles and expectations aligned with the Corporation's strategic goals
 - build respectful and collaborative relationships between managers and staff that enable:
 - open communication about accountabilities, expected goals and outcomes, competencies and development
 - timely and constructive two-way feedback
 - problem solving around barriers to successful performance
 - enable participation in performance and development conversations with a focus on growth of staff competencies and capabilities relating to values and goals for inclusion in an annual development plan
 - facilitate the development of a culture that encourages ongoing, informal feedback and aims to enhance individual and team performance
 - promote behaviour in accordance with the Corporation's values and the public sector code of conduct
 - encourage and recognise high performance.
- 7.2 The Corporation will make its best endeavours to develop and implement a framework to provide guidance to employees and managers on the levels of performance expectations and requirements as part of the performance management system to be implemented by mid-2019.

8. Learning and development

- 8.1 The Corporation recognises the importance of learning and development in fostering a culture of high performance that enables the Corporation to meet its strategic objectives.
- 8.2 The Corporation is committed to supporting employees to enhance their capabilities to support the achievement of expected performance goals and outcomes, the demonstration of the Corporation's values and to drive the achievement of the Corporation's strategic plan.
- 8.3 The Corporation recognises the ongoing contribution employees make to the corporation through development arising from membership of professional associations. To this end, the Chief Executive Officer may agree to meet part or all the costs of relevant professional membership fees.

9. Hours of work

- 9.1 All employees are required to attend work unless they are on approved leave.
- 9.2 The ordinary hours of work for a full-time employee are:
- 37.5 hours per week
 - 7.5 hours per day, Monday to Friday (excluding public holidays)
 - between 8.00 am to 6.00pm.
- 9.3 For part-time employees, working hours will be determined on a pro-rata basis.
- 9.4 A meal break of at least 30 minutes and generally no more than 60 minutes must be taken after working for a continuous period of 5 hours. This time is not counted towards hours worked for the day.

10. Records of attendance

- 10.1 The recording of hours worked on a daily basis is generally not undertaken, unless specifically requested by the employee's manager.
- 10.2 The taking of leave is noted in individual leave records.

11. Flexible working arrangements

- 11.1 Flexible working arrangements are arrangements negotiated between the Corporation and the employee that allow the employee to work ordinary hours over an agreed span of time.
- 11.2 Flexible work practices offer mutual benefits for public sector agencies and their employees. Embedding flexible work as standard business practice can assist to lift organisational performance, with improved outcomes at the organisational, individual and community level.
- 11.3 Employees should initially approach their manager to discuss any flexible working arrangements they seek and terms of implementation. The Chief Executive Officer will consider proposals that bring a benefit to both the organisation and the employee and that ensure services can continue to be provided without disruption to operations and service provision.

12. Overtime and time-off-in-lieu

- 12.1 Time-off-in-lieu (TOIL)

TOIL arrangements occur when an employee is requested to work additional hours in response to a short-term need. The employee is then able to negotiate with their manager to take the additional hours worked as TOIL. TOIL must be negotiated and approved in advance before the time is worked.

- 12.2 Overtime

Employees occupying positions at or below 300 work value points may be granted approval in advance to work overtime by the Chief Executive Officer, where the Chief Executive Officer is satisfied a particular task cannot be completed within ordinary hours of work.

13. Remuneration

13.1 Remuneration methodology

- 13.1.1 Remuneration for employees in scope of this Agreement is based on a nominal salary, determined by reference to the Mercer Human Resource Consulting (Mercer) Cullen Egan Dell Job Evaluation System and Funds SA's remuneration structure, adjusted for movements in SA Public Sector salaries, as set out in Appendix 1.
- 13.1.2 Salary is reviewed annually based upon consideration of performance review outcomes, within the range of plus 20% to minus 10% of the nominal salary of the employee's position. Any applicable allowances will be additional.
- 13.1.3 Changes in remuneration shall be determined by the Chief Executive Officer having regard to factors including:
- the employee's experience and performance in the role
 - employment market demand for comparable positions
 - the extent to which the employee has contributed to the achievement of the strategic objectives of the Corporation
 - the extent to which the employee has demonstrated the values and behaviours of the Corporation
 - the extent to which the employee has exceeded performance indicators or performance expectations.

13.2 Remuneration on commencement of employment

- 13.2.1 Upon commencement of employment, an employee's salary will be set by the Chief Executive Officer at a level within the relevant band as specified in Appendix 1 based upon work value points for the employee's position and within a range of plus 20% to minus 10% of the nominal salary for the employee's position.
- 13.2.2 Despite clause 13.2.1 above, during any probationary period, an employee's remuneration would be expected to be set at no higher than at the plus 10% point of the nominal salary for the employee's position.
- 13.2.3 Where an employee has commenced employment at below the nominal salary level for the position, it is expected that their salary would be adjusted to the nominal level within 2 years of commencement subject to meeting performance requirements.

13.3 Salary increases

Employees will be paid the following salary increases:

- 13.3.1 From the first full pay period on or after 1 October 2017, 1 October 2018 and 1 October 2019 an annual salary increase of either:
- \$1,500 per annum for an annual nominal salary up to and including \$75,000 per annum or
 - \$1,800 or 1.5% per annum whichever is the greater, for an annual nominal salary of more than \$75,000, and as prescribed in Appendix 1.
- 13.3.2 From the first full pay period after 1 October 2020, 1.5% or as negotiated for the successor Enterprise Agreement to the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017*, whichever is the greater, shall be applied.
- 13.3.3 Increases for part-time employees are to be calculated on, and proportionate to, the rates for full-time employees at the relevant classification level.

13.4 Salary payment

Payment of salary will occur on a fortnightly basis. Payment will be in arrears to the employee through direct transfer to a nominated bank account chosen by the employee.

13.5 Pegged employees

13.5.1 A 'pegged employee' is an employee who is paid remuneration at a rate which has been pegged at a rate above that which is generally payable in relation to the employee's position.

13.5.2 A pegged employee will not be entitled to any increase in wage rate by reason of this Agreement, unless the increase to the substantive rate of pay for an employee's 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.

13.5.3 Once the rate of pay for a pegged employee's position 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.

13.6 Higher/additional duties allowance

Where an employee is required to perform the duties of another position, for 3 or more consecutive working days, the employee shall be paid an allowance in addition to normal remuneration, to be set by the Chief Executive Officer.

14. Leave

14.1 Annual leave

14.1.1 A full-time employee is entitled to accrue 12.5 hours of paid leave for recreational purposes for each completed month of service.

14.1.2 Annual leave for part-time employees is accrued on a pro-rata basis.

14.1.3 Accrued annual leave (if any) will be credited to the employee each month.

14.1.4 Annual leave is cumulative.

14.1.5 In the interests of the good health of employees (to minimise the possibility of stress related illness), generally employees will take their leave such that they are absent for at least 2 consecutive calendar weeks in a financial year, including public holidays, unless special circumstances warrant the Chief Executive Officer to approve a written request by an employee to take leave otherwise.

14.1.6 Annual leave will be taken to accommodate the peak work demands of the Corporation.

14.2 Excessive annual leave balances

14.2.1 The Chief Executive Officer may direct an employee whose accumulated annual leave balance exceeds 1/13 of the nominal hours worked by the employee for the Corporation in the preceding 104 weeks, to take up to 1/4 of the amount credited to the employee at the time the direction is given.

14.3 Personal/carer's leave

14.3.1 Personal/carer's leave is:

- a) paid leave (sick leave) taken by an employee who is too sick to work because of a personal illness, or injury, of the employee, or
- b) paid or unpaid leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i) a personal illness, or injury, of the member or
 - ii) an unexpected emergency affecting the member.

14.3.2 For full-time employees 90 hours leave will be credited on 1 July each year for the purposes of paid sick and carer's leave.

14.3.3 For part-time employees, paid personal/carer's leave accrues on a pro-rata basis.

14.3.4 Paid personal/carer's leave credit is cumulative.

14.3.5 An employee is entitled to take up to 15 hours unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:

- a) a personal illness, or injury, of the member or
- b) an unexpected emergency affecting the member,

and only if the employee cannot take an amount of paid personal/carer's leave during the period.

14.4 Compassionate leave

An employee (other than a casual employee) is entitled to a period of 15 hours paid compassionate leave on each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life or
- b) sustains a personal injury that poses a serious threat to his or her life or
- c) dies.

14.5 Long service leave

14.5.1 Until 30 June 2011, employees will, on completion of 10 years continuous service, be entitled to:

- a) 90 calendar days leave on full remuneration (or 180 calendar days leave on half pay) in respect of the first 10 years of continuous service and
- b) 9 calendar days on full remuneration (or 18 calendar days on half pay) in respect of each continuous year of service thereafter until the 16th year of service, where 15 calendar days leave on full pay (or 30 calendar days leave on half pay) for the 16th year and each year thereafter will be granted.

14.5.2 From 1 July 2011 employees will be entitled to long service leave on the same basis and to the same extent as prescribed in the *Public Sector Act 2009* (SA), or revised SA public sector policy. This will not affect long service leave entitlements accrued before 1 July 2011.

14.5.3 Employees undertake to make reasonable efforts to take accruing long service balances. On completion of 10 years of continuous service and

before the completion of 13 years of continuous service, an employee will be required, subject to organisational convenience, to take long service leave in respect of their entitlement for the first 10 years, unless special circumstances warrant the Chief Executive Officer to approve a request by an employee to take leave otherwise.

14.5.4 Before completion of every 5 years continuous service in excess of 10 years, an employee will be required, subject to organisational convenience, to take long service leave in respect of the balance of their entitlement, unless special circumstances warrant the Chief Executive Officer to approve a request by an employee to take leave otherwise.

14.5.6 The Chief Executive Officer may, subject to organisational convenience, permit an employee who has completed 7 (but less than 10) years effective service to take pro-rata long service based on the number of years completed service.

14.5.7 An employee who has completed 7 (but less than 10) years effective service will be entitled, on termination of employment, to payment in lieu of pro-rata long service leave, based on the number of years completed service.

14.6 Special leave

Other special leave without pay and special leave with pay may be granted, on application, by the Chief Executive Officer.

14.7 Paid maternity leave and paid adoption leave

14.7.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement. This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval of this Enterprise Agreement.

14.7.2 Subject to clause 14.7.3 an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or prior to taking custody of an adopted child (as applicable), shall be entitled to 16 weeks paid maternity or adoption leave (as applicable).

14.7.3 An employee who, at the time of taking paid maternity or adoption leave in accordance with sub-clause 14.7.2, and who has been employed in the SA public sector for not less than 5 years (including any periods of approved unpaid leave), will be entitled to a further 4 weeks of paid maternity or adoption leave (as applicable).

14.7.4 The total of paid leave and unpaid parental leave is not to exceed 104 calendar weeks.

14.7.5 Leave entitlements under sub-clauses 14.7.2 and 14.7.3, will be paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date the maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, or any other leave falling within the period of paid leave.

14.7.6 Part-time employees will have the same entitlements as full-time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months.

14.8 Paid partner leave

An employee (other than a casual employee) is entitled to take up to 2 calendar weeks (i.e. 10 working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.

14.9 Domestic and family violence

Employees experiencing or escaping domestic/family violence are entitled to access up to 15 days' special leave with pay in a 12 month period separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements). Special leave with pay for domestic and family violence is not considered to be part of the general 15 days special leave with pay allowance for special purposes.

15. Work health and safety

15.1 The parties are committed to and acknowledge the mutual benefit to, and responsibility of, the Corporation and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.

15.2 The Corporation 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
- improve return to work performance
- reduce human and workplace costs of injury and illness.

15.3 The parties all work towards achieving and maintaining applicable work health and safety and injury management standards and practices including:

- a) ensuring understanding of the importance of systematically managing work health and safety in all work activities and workplaces through consultative processes
- b) supporting and engendering a safety culture within the Corporation that promotes the adoption of safe work practices
- c) achieving continuous improvement and best practice in work health and safety performance
- d) maintaining of monitoring and reporting systems
- e) implementing flexible 'return to work' options aimed at improving return to work performance
- f) maintaining a collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks
- g) participating in pro-active prevention strategies aimed at improving the health safety and wellbeing of employees
- h) achieving improved outcomes from preventative, rehabilitation and return to work strategies.

15.4 In establishing and maintaining a safe and healthy work environment, the Corporation will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

16. Additional injury and income protection for work injuries

The parties agree on the provision of income protection for injured employees as set out in Appendix 2 of this Agreement.

17. Termination of employment

- 17.1 Notice of termination by employer
- 17.1.1 In order to terminate the employment of an employee, the employer shall give the employee at least 4 weeks' notice.
- 17.1.2 The period of notice given by the employer shall be increased by 1 week if the employee is over 45 years of age and has completed at least 1 year of service with the employer.
- 17.1.3 Payment in lieu of the notice prescribed shall be made if the appropriate notice period is not given.
- 17.1.4 The period of notice in this clause shall not apply:
- a) in the case of dismissal for conduct that at common law justifies instant dismissal
 - b) to employees serving a period of probation or a qualifying period of employment (determined in advance and of reasonable duration)
 - c) to casual employees
 - d) to employees engaged for a specific period of time/task(s).
- 17.2 Notice of termination by employee
- 17.2.1 In order to terminate employment, an employee shall give the employer the following notice, or a lesser period as agreed between the Chief Executive Officer and the employee.
- | Period of Continuous Service | Period of Notice |
|-------------------------------------|-------------------------|
| Not more than 1 year | at least 1 week |
| More than 1 year | at least 2 weeks |
- 17.2.2 The period of notice in this clause shall not apply to:
- a) casual employees
 - b) employees engaged for a specific period of time/task(s).
- 17.3 Time off during notice period
- Where the employer has given notice to an employee, the employee shall be allowed up to 1 day of time off without loss of remuneration for the purpose of seeking other employment.
- 17.4 Statement of employment
- The employer shall, upon request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the type of work performed by the employee.
- 17.5 Payment in lieu of notice
- 17.5.1 In calculating the payment in lieu of notice, the remuneration the employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her period of employment not been terminated shall be used.
- 17.5.2 The period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement.

18. Redundancy

18.1 Definitions

18.1.1 'Redundancy' means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

18.1.2 Should the employer no longer require the job an employee has been doing to be performed by anyone, the employer will either:

- a) offer the employee an alternative position within the Corporation if one is reasonably available, or
- b) use its best endeavours to arrange for another SA Public Sector agency to offer the employee employment under similar terms and conditions, or
- c) if the employee does not accept such an offer of employment, or the Corporation is unable to make such offers despite its best endeavours, the Chief Executive Officer may terminate the employment of the employee.

18.2 Period of notice of termination on redundancy

If the services of an employee are to be terminated due to redundancy, such employee shall be given notice of termination as prescribed by clause 17 of this Agreement.

18.3 Severance Pay

In addition to the period of notice prescribed for termination in clause 17 an employee whose employment is terminated by reason of redundancy as per clause 18.1 and who has not accepted an offer of alternative employment with Funds SA or another SA Public sector agency under similar terms and conditions as per clause 18.1.2, shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and over	8 weeks remuneration plus 2 weeks remuneration for every year of service plus pro-rata payment for each completed month of service in the final part year of service, up to a maximum of 52 weeks

18.4 Employees with less than one year of service

This clause shall not apply to employees with less than 1 year of continuous service. The general obligation of the employer will be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

18.5 Employees exempted

This clause shall not apply:

- a) in the case of dismissal for conduct that at common law justifies instant dismissal
- b) to employees serving a period of probation or a qualifying period of employment (determined in advance and of reasonable duration)
- c) to casual employees
- d) to employees engaged for a specific period of time/task(s).

19. Processes for preventing and settling disputes

19.1 Conciliation

The employer and employee must endeavour to resolve by conciliation any grievance or dispute (or a threatened, impending or probable dispute) resulting from a provision of this Agreement, the term of an award or a workplace determination in the following manner:

- a) The parties to the dispute or likely dispute must genuinely attempt to resolve the dispute at the workplace level.
- b) The conciliation process must proceed without delay and it is expected that as far as possible, the issues or matters in dispute (from the perspective of each party) will be aired and discussed openly, with a view to a fair and reasonable exchange of views in good faith.
- c) The employee must be given an opportunity to nominate, from time to time, a person to represent the employee's interest in the dispute and, if a person is nominated, that person must be allowed to take part in the conciliation process (together with, or in place of, the employee) in accordance with the employee's wishes.
- d) Attempts to resolve the matter must commence as soon as reasonably practicable (and, whenever possible, within 24 hours of the dispute arising) by discussion between the employee (and/or their representative) and the person to whom the employee is immediately responsible or the person who carries the lowest level of responsibility appropriate to the nature of the dispute.
- e) If the dispute remains unresolved, the employee may request that the dispute be referred to the Chief Executive Officer who must arrange a conference among the relevant parties for the purposes of endeavouring to resolve the dispute by agreement.
- f) Emphasis is to be placed on a negotiated settlement. If a dispute arising from any industrial matter, including a dispute arising under this agreement, is unable to be resolved at the workplace and all steps for resolving the dispute as detailed above have been exhausted, or the Chief Executive Officer is a direct party to the dispute, the dispute shall be referred to the South Australian Employment Tribunal.
- g) The South Australian Employment Tribunal may exercise its jurisdiction to assist in the resolution of the dispute. This includes conciliation, mediation and/or arbitration.
- h) The Tribunal may make such recommendations or a binding determination or order as necessary to assist in resolution of the dispute.
- i) For the purposes of this clause, 'industrial dispute' or 'industrial matter' has the same meaning as in the *Fair Work Act 1994* (SA).

19.2 Continuation of work during dispute

19.2.1 It is a term of this agreement that while the dispute resolution procedure is being conducted, without prejudice to the Corporation or employee, an employee who is party to a dispute must (unless the Chief Executive Officer agrees otherwise):

- a) continue to work normally in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety and
- b) comply with any reasonable direction given by the Chief Executive Officer to perform other available work, either at the same workplace or at another workplace.

- 19.2.2 In directing an employee to perform other available work, the Chief Executive Officer must have regard to:
- a) the provisions (if any) of the law of South Australia dealing with work health and safety that apply to that employee or that other work and
 - b) whether that work is appropriate for the employee to perform.

Signatories to the Agreement

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/ /

Signed for and on behalf of the Chief Executive Officer, Superannuation Funds Management Corporation of South Australia

Witness

Date

/ /

/ /

Signed for and on behalf of the Chief Executive of the Department of Premier and Cabinet (declared employer for the purposes of the Fair Work Act 1994)

Witness

/ /

/ /

Signed for and on behalf of the employees of the Superannuation Funds Management Corporation of South Australia

Witness

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Signed for and on behalf of the employees of the Superannuation Funds Management Corporation of South Australia

Witness

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Signed for and on behalf of the employees of the Superannuation Funds Management Corporation of South Australia

Witness

Appendix 1: Salary

Salary Framework

Funds SA has established a salary framework consisting of 5 bands based on the Mercer Value points, broad classification descriptors for groups of roles and adjusted for movements in SA Public Sector salaries. The salary framework applies to employees employed under the SFMC Enterprise Agreement 2018, in positions with work value points not exceeding 350, as determined by the Cullen Egan Dell Job Evaluation System.

Funds SA Salary BANDS						
Band	Work Value Points	Description	SALARY Range 1/10/17	SALARY Range 1/10/18	SALARY Range 1/10/19	SALARY Range 1/10/20*
1	50 - 100	Individual contributor, administrative support positions Minimal level expertise required within a standard work environment, procedures and processes Works within supervision and guidance of most duties and tasks	\$32,700 - \$58,000	\$34,200 - \$59,500	\$35,700 - \$61,000	\$36,200 - \$62,000
2	101 - 150	Individual contributor, coordinator or representative positions Basic levels of expertise required to operate within a mostly standard work environment Works within supervision and guidance of some duties and tasks	\$44,000 - \$71,500	\$45,500 - \$73,000	\$47,000 - \$75,000	\$47,700 - \$76,200
3	151 - 200	Technical expertise and individual contributor, specialist positions Experience in the expertise required to operate within business systems and frameworks Works with guidance from a supervisor/manager	\$54,100 - \$85,500	\$55,600 - \$87,000	\$57,100 - \$89,000	\$57,900 - \$90,500
4	201– 250	Senior individual contributor, advanced technical expertise positions Specialised experience in the required expertise to operate within business systems, plans and methods Works with some guidance from a supervisor/manager	\$64,200 - \$98,500	\$65,700 - \$100,100	\$67,200 - \$102,000	\$68,200 - \$103,600
5	251 - 350	Senior specialist, subject matter expert, leadership positions Significant experience in the required expertise to enable analysis and decision making Works with minimal guidance from a supervisor/manager	\$74,000 - \$128,000	\$75,500 - \$130,000	\$77,300 - \$132,000	\$78,500 - \$134,000

Note:

1/10/20 figures are expressed as an increase of 1.5%. This may vary depending on negotiations for the successor Enterprise Agreement to the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017* (see clause 13.3.3).

Appendix 2: Injury and income protection policy

1. PREAMBLE

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

2. FUNDING ARRANGEMENTS

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

3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the Chief Executive Officer.
- 3.2 In administering this policy the Chief Executive Officer shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act* 1986 or the *Return to Work Act* 2014 and meet the eligibility requirements of this policy.
- 4.2 "Employer" means Chief Executive Officer or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this *policy*.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website.
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act* 2014.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
 - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
 - (b) without limiting paragraph (a)—

- (i) participate and cooperate in the establishment of a recovery/return to work plan; and
- (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

6. RETURN TO WORK COMMITMENT

6.1 Whereas:

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
 - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
 - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
 - iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
 - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
 - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a

work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or

(b) A redemption of 7.4(a).

8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015

8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and

(a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014* and;

(b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014* and;

(c) have not been assessed as having a 30% or more Whole Person Impairment (WPI) and;

(d) have not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;

8.3 A redemption of medical expenses referred to in 8.2.

8.4 In the case of financial support:

(a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or

(b) a redemption of 8.4(a); or

(c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.

8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.

9. WORK CAPACITY REVIEW PROVISION - AS REFERRED TO IN 7.4(A) AND 8.4(A)

9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:

(a) having no current work capacity; and

(b) likely to continue indefinitely to have no current work capacity;

Or

(c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.

9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.

9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.

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

- (a) having no current work capacity; and
- (b) likely to continue indefinitely to have no current work capacity.

- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
 - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
 - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
 - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
 - (b) the worker otherwise ceases to be entitled to financial support under this policy.
 - (c)

10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act 2014*; or
 - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
 - (c) Fails to comply with the Mutual Obligations of this policy; or

- (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
- (e) Retires, resigns or is terminated from employment; or
- (f) Is in receipt of income or other financial benefits in lieu of wages; or
- (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

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

11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

11.2 The worker may then claim 'out of pocket' costs against this policy for:

- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
- (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
- (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.