

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	Assistants to the Members of the South Australian Parliament Enterprise Agreement 2021
<b>Employer</b>	Chief Executive, Department of Treasury and Finance, Australian Services Union SA & NT Branch, Public Service Association of South Australia Inc
<b>Case number</b>	ET-21-06181

## Orders - Approval of Enterprise Agreement Assistants to the Members of the South Australian Parliament Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 5 January 2022 and have a nominal life until 4 January 2025.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the printed name of the Commissioner.

**Commissioner Cairney**

**05 Jan 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



***ASSISTANTS TO***  
***THE MEMBERS OF THE***  
***SOUTH AUSTRALIAN***  
***PARLIAMENT***  
**ENTERPRISE AGREEMENT**  
**2021**

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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 *Assistants to the Members of the South Australian Parliament Enterprise Agreement 2021*.
- 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 will operate for three (3) years from the date of approval by the SAET.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Sector Employment Determinations, Directions, Guidelines (and their successors), Chief Executive Determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer undertakes to, wherever possible, keep employees informed of these issues.

## 2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are:
  - 2.1.1 To effect salary increases in accordance with this Enterprise Agreement for Assistants to Members of Parliament;
  - 2.1.2 For this Enterprise Agreement to supersede previous Enterprise Agreements.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
  - 2.2.1 The continued evolution of the SA public sector as a dynamic and customer responsive entity;
  - 2.2.2 The recognition that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the service provided by Assistants;
  - 2.2.3 Consultation in the development and implementation of reform and change programs;
  - 2.2.4 Obtaining the approval of the SAET for this Enterprise Agreement.

## 3. INTERPRETATION

- 3.1 In this Enterprise Agreement, unless the contrary intention appears:

"Act"	Means the <i>Fair Work Act 1994</i> ;
"approval"	Means approval by the South Australian Employment Tribunal;
"association"	Means an association party to this Enterprise Agreement;
CE, DTF"	Means the Chief Executive of the Department of Treasury and Finance, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
"CPSE"	Means the Commissioner for Public Sector Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Sector Employment;
"employer"	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
"employee"	Means an employee bound by this Enterprise Agreement;
"employee representative"	Includes an association, as defined above;
"party"	Means the persons, entities and associations referred to in clause 4;
"SAET"	Means the South Australian Employment Tribunal;
"salary"	Means the periodic salary payable to an employee, and a reference to payment of salary includes a reference to payment of salary on a fortnightly basis;



"temporary Assistant"	Means an Assistant employed on a temporary basis for either a specified period or in accordance with Clause 20.6 of this Enterprise Agreement;
"this Enterprise Agreement"	Means the <i>Assistants to the Members of the South Australian Parliament Enterprise Agreement 2021</i> .

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the *Personal Assistants to the Members of the Parliament of South Australia 1989 Award* (the Award).
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in the Award referred to in the preceding clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 3.7 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 3.8 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

#### 4. PARTIES BOUND

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employers or their successors, associations and employees:
  - 4.1.1 Chief Executive, Department of Treasury and Finance (CE, DTF) in respect of employees employed as Assistants to Members of the South Australian Parliament;
  - 4.1.2 All employees employed as Assistants to Members of the South Australian Parliament who are covered by the *Personal Assistants to the Members of the Parliament of South Australia 1989 Award*;
  - 4.1.3 The Australian Services Union, South Australian and Northern Territory Branch; and
  - 4.1.4 The Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Services Association of South Australia Inc (PSA).
- 4.2 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
  - 4.2.1 As Ministerial Contract Employees;
  - 4.2.2 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
  - 4.2.3 As Casual Clerical Assistants.

#### 5. OTHER ENTERPRISE AGREEMENTS

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this Enterprise Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.

#### 6. SALARY ADJUSTMENTS

- 6.1 This clause refers to the salary schedule appearing in Appendix 1: Salaries.

- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 1: Salaries which provides for salaries which will operate on and from the dates specified (the "applicable date"), namely from the first full pay period commencing on or after 1 October 2021, 1 October 2022 and 1 October 2023 respectively.
- 6.3 The salaries provided by this Enterprise Agreement also recognise the alternative method of payment of the 17.5% annual leave loading as part of an employee's annual salary rather than as prescribed in clause 11 of the *Personal Assistants to the Members of the Parliament of South Australia 1989 Award*.

## **7. SALARY PACKAGING ARRANGEMENTS**

- 7.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
  - 7.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
  - 7.1.2 Any entitlement to payment of overtime, or leave loading will be based on the salary that would have been payable had the employee not entered into a SSA.
  - 7.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another Public Sector employer in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

## **8. PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE**

- 8.1 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 care and responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 8.2 This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the SAET of this Enterprise Agreement.
- 8.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable). "Adopted child" means a child under 16 years of age.
- 8.4 An employee who, at the time of taking such paid maternity or adoption/surrogacy leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks (the "applicable maximum period").
- 8.5 The following conditions apply to an employee applying for paid maternity leave or paid adoption/surrogacy leave:
  - 8.5.1 The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
  - 8.5.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (which includes the existing 15% overtime allowance paid in lieu of overtime and recreation leave loading allowance calculated and paid on a fortnightly basis and excludes other allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.



- 8.6 At the time of applying for paid maternity leave or paid adoption/surrogacy leave, the employee may elect in writing:
- 8.6.1 to take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - 8.6.2 to take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (which includes the existing 15% overtime allowance paid in lieu of overtime and recreation leave loading allowance calculated and paid on a fortnightly basis and excludes other allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
  - 8.6.3 a combination of 8.6.1 and 8.6.2.
- 8.7 Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 8.8 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 8.9 Where both prospective parents are employed within the SA public sector, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the particular workplace(s).
- 8.10 The entitlements available to an employee pursuant to the *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time), or any other federal parental leave scheme, will be subject to criteria and eligibility as determined by any such scheme.

## 9. RETURN TO WORK ON A PART TIME BASIS

- 9.1 Subject to this clause, if agreed between the Member and employee (and approved by the employer), an employee's return to work after maternity or adoption leave can be on a part time basis, at the employee's substantive level, until the child's second birthday.
- 9.1.1 The following conditions apply to an employee applying to return to work on a part time basis:
    - (a) The Member will consider an employee's request having regard to both the operational needs of the electorate office or particular workplace, and the employee's circumstances.
    - (b) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the employer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
    - (c) At least 4 weeks prior to the relevant child's second birthday, the employee will advise the employer whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

## 10. PAID PARTNER LEAVE

- 10.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to ten 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 care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.
- 10.2 The administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.

## 11. DOMESTIC / RELATIONSHIP VIOLENCE LEAVE

- 11.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and be provided reasonable access to existing leave and flexible and safe working arrangements.
- 11.2 The parties note that Regulation 9(8) of the *Public Sector Regulations 2010* operates to apply the domestic/family violence leave provisions of up to 15 days of special leave with pay per annum to all Public Sector employees including Assistants.

## 12. WORKLIFE FLEXIBILITY

### Voluntary Flexible Working Arrangements

- 12.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments. A VFWA may include a working from home arrangement. An employee may enter into a VFWA if the VFWA is agreed between the Member and the employee (and approved by the employer).
  - 12.1.1 The Member will consider an employee's request to participate in a VFWA having regard to both the operational needs of the electorate office or particular workplace, and the employee's circumstances.
  - 12.1.2 This clause applies for the period an employee participates in a VFWA.
    - (a) Subject to this clause, the salary payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
    - (b) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day.
    - (c) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

## 13. REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

- 13.1 Where an employee, other than a casual employee, is directed by the Member with less than 24 hours prior notice that the employee is to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the employee will be reimbursed reasonable child care costs incurred arising from performing such work, subject to this clause.
- 13.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 13.3 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee (inclusive of reasonable overtime worked for which the 15% loading is paid).
- 13.4 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 13.5 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Sector Employment.
- 13.6 The employee will provide the Member with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from



time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

- 13.7 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given, and will have regard to reasonable overtime worked for which the 15% loading is paid.

#### **14. REIMBURSEMENT OF REASONABLE TRAVEL COSTS**

- 14.1 Where an employee, other than a casual employee, is directed by the Member to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be reimbursed reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 14.2 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee and will have regard to reasonable overtime worked for which the 15% loading is paid.
- 14.3 The employee ordinarily uses public transport.
- 14.4 Travel is by the most direct or appropriate route.
- 14.5 Reimbursement of reasonable taxi costs, or mileage will be at a rate determined from time to time by the Commissioner for Public Sector Employment.
- 14.6 The employee will provide the Member with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

#### **15. REIMBURSEMENT FOR USE OF PRIVATE VEHICLE FOR WORK RELATED PURPOSES**

- 15.1 Employees will be entitled to reimbursement of mileage, and where incurred for parking fees, where the employee is requested by the Member to use their private vehicle to conduct official business. No employee can be required to use their private vehicle for work related purposes.
- 15.2 Reimbursement of mileage will be paid upon approval by the Member and in accordance with the guidelines and rate determined from time to time by the Commissioner for Public Sector Employment.
- 15.3 Reimbursement of parking fees will be paid upon provision of a receipt and approval by the Member.

#### **16. FAMILY CARER'S LEAVE**

- 16.1 Employees may access up to ten days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the *State Equal Opportunity Act 1984*.
- 16.2 This access is available if the following conditions are satisfied:
- 16.2.1 The employee must have responsibility for the care of the family member concerned; and
- 16.2.2 The employee produces satisfactory evidence of sickness of the family member, if requested.
- 16.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

#### **17. TRAINING AND SKILLS DEVELOPMENT**

- 17.1 Study Assistance
- 17.1.1 The parties agree to maintain the existing Study Assistance Agreement, which will remain in place for the life of this Enterprise Agreement.

## 17.2 Training Working Party

- 17.2.1 The parties agree to the continuation of a working party (comprising appropriate management and staff representatives) to develop and assess training strategies for Assistants over the life of this Enterprise Agreement.
- 17.2.2 The working party will examine proposals submitted by employees and working party members with a view to developing outcome focused and cost effective training programs for Assistants.
- 17.2.3 The Training Working Party will meet on a quarterly basis.

## 18. RECOGNITION OF PRIOR SERVICE FOR SALARY DETERMINATION

- 18.1 The employer will, upon presentation of supporting documentation, recognise an Assistant's relevant prior service when determining their commencement salary.
- 18.2 Relevant prior service will include service in a State or Federal Member's electorate or Ministerial office, and this will include casual work performed prior to a temporary or ongoing appointment.
- 18.3 Recognition of prior service will include consideration of actual time worked in that prior service for the purpose of equating it with the usual progression through the incremental steps of the Assistant classification.

## 19. HIGHER DUTIES ALLOWANCE

- 19.1 Where an Assistant is directed by a Member to perform Office Manager duties which are of a higher classification to those on which the remuneration level of the Assistant's position is based, the Assistant may be paid an allowance for performing those higher duties.
- 19.2 It should be noted that a higher duties allowance should not be provided simply on the basis of an increase in work volume or a variation in duties which are appropriately undertaken by the employee in a position at their current remuneration level.
- 19.3 A higher duties allowance should only be paid if the Member determines that the work value of the specified duties equates to duties of a position at a higher remuneration level than that of the employee's existing position, e.g. Office Manager.

## 20. ENGAGEMENT OF ASSISTANTS AND NOTICE REQUIREMENTS

- 20.1 An Assistant, other than a temporary or casual Assistant, is employed for the duration that the Member to whom he/she is assigned remains the Member for the House of Assembly electorate nominated at the time of appointment or in the Legislative Council, in the Parliament of South Australia.
- 20.2 In the event of retirement, resignation, death, electoral defeat of the Member or advice from the Member that he/she does not wish to contest another election, the employment of the Assistant will terminate. In order that services can be maintained to members of the public, other than in the case of a general election the termination of the Assistant's employment will be effective from the date the office is occupied by the incoming Member.
- 20.3 In the case of a general election, the employment of an Assistant to a Member who is affected by the election will be retained to provide a service until the results of the election are declared. Where the Member is defeated at the election, and where the incoming Member does not wish to retain the services of the Assistant, the Assistant's services will terminate. The termination will be effective from the date the results of the election are declared.
- 20.4 In the event that a Member of the Legislative Council is allocated a Ministerial portfolio, and consequently loses his/her entitlement to an Assistant in the Legislative Council, the employment of the Assistant will terminate. The termination will be effective from the date the Member is sworn in as a Minister. The employee may be appointed to the Member's Ministerial staff.
- 20.5 An Assistant may be assigned to more than one Member of Parliament at the same time (i.e. on a part time basis to each Member, not exceeding 1 FTE in total). In the event of the retirement, resignation, death, electoral defeat of one of those Members or advice from one



of the Members that he/she does not wish to contest another election the employment of the Assistant, only in respect of that Member, will terminate.

20.6 Temporary Assistant

20.6.1 In the event that a Member of the House of Assembly is allocated a Ministerial portfolio, and the Member's existing Assistant is appointed to the Member's Ministerial Staff, the employment of a temporary Assistant who is specifically engaged to replace the existing Assistant in the Member's electorate office will only be for the period the Member remains a Minister. Accordingly, the employment of the temporary Assistant engaged to replace the Member's existing Assistant in the electorate office will terminate when the Member ceases to be a Minister. The termination will be effective from the date the Member ceases to be a Minister.

20.6.2 Notwithstanding 20.6.1, if the Assistant appointed to the Member's Ministerial Staff is no longer required in the Ministerial Office they will return to their substantive position as Assistant in the Electorate Office. Accordingly the employment of the temporary Assistant in the electorate office will terminate when the existing Assistant returns to their substantive position. The termination will be effective from the date the existing Assistant returns to their substantive position.

20.6.3 Notwithstanding 20.6.1 and 20.6.2, a temporary Assistant may be employed for a specified period.

20.7 In the event that a Member is elected as Premier, Leader of the Opposition, Party Whip, Speaker, Deputy Speaker or President of the Legislative Council and is consequently entitled to an additional staff allocation, the additional staff member(s) are only employed for the period which the Member remains as Premier, Leader of the Opposition, Party Whip, Speaker, Deputy Speaker or President of the Legislative Council. Accordingly, the employment of the additional staff member(s) will terminate if the Member ceases to be Premier, Leader of the Opposition, Party Whip, Speaker, Deputy Speaker or President of the Legislative Council. The termination will be effective from the date the Member ceases to be Premier, Leader of the Opposition, Speaker, Deputy Speaker or President of the Legislative Council, or in the case of Party Whip, the date the new Party Whip is elected.

20.8 Subject to 20.9, where an Assistant's employment is terminated in any of the circumstances described in 20.2, 20.3, 20.4, 20.5, 20.6 (excluding 20.6.3) and 20.7 the Assistant will be entitled to notice or payment in lieu of notice in accordance with the following scale:

Period of Continuing Service	Required Notice
Less than 26 weeks	1 week
26 weeks and less than one year	8 weeks
1 year and less than 2 years	12 weeks
2 years and less than 4 years	13 weeks
4 years and less than 6 years	14 weeks
6 years and less than 8 years	15 weeks
8 years or more	16 weeks plus an additional 2 weeks per additional year of service after the eighth year of continuous service up to a maximum of 28 weeks

20.9 If an Assistant who received payment in lieu of notice in accordance with 20.8 is in receipt of remuneration accruing from his/her election to the Parliament of South Australia or arising from his/her appointment to or employment in any office of profit under the Crown during the period in respect of which the payment has been calculated (i.e. the period of notice in 20.8), then the Assistant will forfeit entitlement to such payment or to part thereof in so far as it relates to a period in which he/she was so elected, appointed or employed.

20.10 In the circumstances described in 20.9 the Assistant will be required to repay the amount to the employer within 30 days of his/her election, appointment or employment to any office of profit under the Crown.

20.11 The provisions of this clause will only apply where an Assistant's employment terminates in accordance with 20.2, 20.3, 20.4, 20.5, 20.6 (excluding 20.6.3) and 20.7 and the termination is through no fault of the Assistant.



## 21. CONSULTATIVE PROCESSES

- 21.1 The parties commit to the following consultative principles:
- 21.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
  - 21.1.2 Employers consult in good faith, not simply advise what will be done.
  - 21.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
  - 21.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
  - 21.1.5 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.
  - 21.1.6 In relation to significant issues of public sector wide reform, the employer will consult with the SA Unions in accordance with the above principles.

## 22. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 22.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 22.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 22.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 22.4 All parties have a right to seek representation in order to resolve any dispute.
- 22.5 Any grievance or dispute will be handled as follows:
- 22.5.1 Stage 1 Discussions between the employee/s and supervisor.
  - 22.5.2 Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant agency management representative or nominated delegate.
  - 22.5.3 Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. At this stage, discussions may include representatives of the CE, DTF.
- 22.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 22.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 22.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 22.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the SAET, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.



- 22.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

### 23. ENFORCEMENT

- 23.1 If a registered association reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this Enterprise Agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this Enterprise Agreement, the Union may seek redress to the SAET in relation thereto.

### 24. EMPLOYEE REPRESENTATIVES

- 24.1 The employer acknowledges the responsibilities and duties of association elected representatives (employee representatives) as prescribed in its Rules and/or By-Laws and as contained in the *Determination and Guideline of the Commissioner for Public Sector Employment: Employment Relations* (or its successor).
- 24.2 Employee representatives are entitled to:
- 24.2.1 be treated with respect and without discrimination in their employment;
  - 24.2.2 the right to participate in enterprise bargaining negotiations on behalf of those they represent in the workplace;
  - 24.2.3 be consulted and provided with information about workplace issues in accordance with the Enterprise Agreement; and
  - 24.2.4 meet with management in accordance with the "Grievance and Dispute Avoidance Procedures" clause to discuss matters of mutual interest or concern whether or not those matters are likely to give rise to a dispute.
- 24.3 Employee representatives will be allowed reasonable paid time within normal hours of duty to perform their duties as elected union delegates within their respective electorates.
- 24.4 Reasonable access to means of communication and facilities for the purpose of undertaking union activities will be made available to workplace representatives provided that service delivery is not disrupted, computer network and workplace security requirements are met, and work requirements are not unduly affected.
- 24.5 Such facilities may include telephone, computers, access to union Websites, email, photocopiers, facsimile machines, storage facilities, meeting rooms, notice boards and staff notices, subject to availability.
- 24.6 Some reasonable time during normal hours of duty should also be made available to accredited association delegates (as advised by the association to the employer following an election) to permit them to attend the Biennial Delegates Conference, providing the conference is held at a time which involves the minimum of interference with the normal workings of the workplaces. A maximum of three days every two years will be available for such purposes and either an application for recreation, long service leave, retention leave or time off without pay to the extent that it is held during normal working hours may be granted.
- 24.7 In accordance with clause 20 of the Award employees will be entitled to up to 10 days per 2 years paid leave to attend, subject to the employers' organisational requirements, trade union training courses nominated by the union provided that the course is organised, run or provided by either the Australian Council for Union Training; Workers Educational Association of South Australia Inc; SA Unions; or relevant authorised union training organisation.

### 25. RESPECTFUL BEHAVIOURS

- 25.1 The Parties recognise that a respectful workplace is one where employees can feel safe and where they are treated fairly; and that such workplaces are both more productive and more efficient.
- 25.2 Diversity, tolerance for difference and acceptance of others is based on the concept of respect. Respect means showing consideration for others and treating them fairly. When people enjoy their work and respect their co-workers, productivity and job satisfaction are enhanced.

- 25.3 In accordance with the *Code of Ethics for the South Australian Public Sector*, it is agreed that the parties at workplaces encompassed by this Agreement will model, promote and encourage respectful and courteous behaviours.
- 25.4 Where a party has been unable to resolve an issue associated with disrespectful behaviour at a particular workplace, the Grievance and Dispute Avoidance Procedures detailed in this Agreement may be utilised.

## **26. CULTURAL AND COMMUNITY RESPONSIBILITIES**

- 26.1 The Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, which includes Section F – Special Leave with Pay and Leave Without Pay, which provides for access to special leave with pay for employees who have to fulfil community, ceremonial, family, funeral and/or cultural obligations.
- 26.2 Access to up to 15 days special leave with pay for cultural leave is part of the general special leave with pay provisions and not a further 15 days.

## **27. VARIATIONS**

- 27.1 Where a party believes that a variation to this Enterprise Agreement is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CE, DTF or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 27.2 The parties recognise that the Act permits the SAET to vary an Enterprise Agreement.
- 27.3 The parties undertake and agree that a proposed variation to give effect to an agreed matter will be taken and deemed to have been agreed by the parties if the employer and the employee representative signatories to this Agreement consent to the variation.

## **28. RENEGOTIATION**

- 28.1 Negotiations for a new Enterprise Agreement to commence no earlier than 1 April 2024.

## **29. NO EXTRA CLAIMS**

- 29.1 This Enterprise Agreement and its salary schedule will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of a previous Enterprise Agreement, or which might have arisen from, or in the course of, any previous Enterprise Agreement.
- 29.2 The parties undertake that for the period until a previous Enterprise Agreement is superseded by this Enterprise Agreement, neither jointly nor severally will any of them make any application to the SAET, nor demand upon any other party in respect of any matter dealt with, or arising out of, a previous Enterprise Agreement.
- 29.3 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 29.4 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.



## 30. SIGNATORIES



Mr Simon Johnson, Director, Enterprise Bargaining,  
Industrial Relations and Policy Branch (delegate for  
the Chief Executive, Department of Treasury and  
Finance as the declared employer for public employees)

15 / 12 / 21



Australian Service Union – SA & NT Branch  
Branch Secretary – Ms Abbie Spencer

15 / 12 / 2021




Public Service Association of SA Inc  
Acting General Secretary – Ms Natasha Brown

15 / 12 / 2021



Witness

15 / 12 / 21



Witness

15 / 12 / 21



Witness

15 / 12 / 2021

## APPENDIX 1 - SALARIES

TABLE 1: From the first full pay period commencing on or after 1 October 2020

Classification	Rate from first full pay period on or after 1/10/2020	Plus leave loading	Total base rate	Total inclusive of 15% overtime
<b>Level 1 - Assistants</b>				
1 <sup>st</sup> year	\$64,754	\$868	\$65,622	\$75,466
2 <sup>nd</sup> year	\$68,528	\$919	\$69,447	\$79,864
3 <sup>rd</sup> year	\$72,002	\$966	\$72,968	\$83,913
<b>Level 2 – Office Manager</b>				
	\$81,145	\$1,088	\$82,233	\$94,568

TABLE 2: From the first full pay period commencing on or after 1 October 2021

Classification	Rate from first full pay period on or after 1/10/2021	Plus leave loading	Total base rate	Total inclusive of 15% overtime
<b>Level 1 - Assistants</b>				
1 <sup>st</sup> year	\$65,725	\$881	\$66,606	\$76,598
2 <sup>nd</sup> year	\$69,556	\$933	\$70,489	\$81,062
3 <sup>rd</sup> year	\$73,082	\$980	\$74,063	\$85,172
<b>Level 2 – Office Manager</b>				
	\$82,362	\$1,104	\$83,466	\$95,987

TABLE 3: From the first full pay period commencing on or after 1 October 2022

Classification	Rate from first full pay period on or after 1/10/2022	Plus leave loading	Total base rate	Total inclusive of 15% overtime
<b>Level 1 - Assistants</b>				
1 <sup>st</sup> year	\$66,711	\$894	\$67,605	\$77,747
2 <sup>nd</sup> year	\$70,599	\$947	\$71,546	\$82,278
3 <sup>rd</sup> year	\$74,178	\$995	\$75,174	\$86,450
<b>Level 2 – Office Manager</b>				
	\$83,597	\$1,121	\$84,718	\$97,427

TABLE 4: From the first full pay period commencing on or after 1 October 2023

Classification	Rate from first full pay period on or after 1/10/2023	Plus leave loading	Total base rate	Total inclusive of 15% overtime
<b>Level 1 - Assistants</b>				
1 <sup>st</sup> year	\$67,712	\$907	\$68,619	\$78,913
2 <sup>nd</sup> year	\$71,658	\$961	\$72,619	\$83,512
3 <sup>rd</sup> year	\$75,291	\$1,010	\$76,302	\$87,747
<b>Level 2 – Office Manager</b>				
	\$84,851	\$1,138	\$85,989	\$98,888



## APPENDIX 2 - POSITION CRITERIA

### Level 1

Role Function	Accountability
<ul style="list-style-type: none"> <li>• Contributes to the overall operation of a Members office, including being recognised as a contact and reference point for electorate matters and community issues.</li> <li>• Represents the Member within the Electorate and when required, assists with other Parliamentary responsibilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides services that are necessary to allow the Members Office to perform its daily operations and meet constituent needs.</li> <li>• Works within agreed priorities, adhering to defined procedures and processes to support the management and delivery of outcomes.</li> </ul>
Problem Solving Requirements	Personal Attributes
<ul style="list-style-type: none"> <li>• Follows direction set by Office Manager and works within prescribed work standards and frameworks. Within the frameworks there is a range of varied techniques, systems, methods, or processes available to the incumbent to independently assess the situation, develop a plan and perform the work.</li> <li>• Provides information to constituents regarding state government services and policies where this information is routine.</li> <li>• Takes a proactive approach to identify hazards, risks and issues associated with the work and work environment and applies risk management procedures and standards.</li> <li>• Undertakes administrative tasks that support the functioning of the office, including travel bookings, database management, diary administration and financial systems reconciliation.</li> <li>• Identifies and articulates problems or challenges clearly, seeks input from others when operating policies or information is unclear/incomplete and contributes ideas and solutions to resolve issues.</li> </ul>	<ul style="list-style-type: none"> <li>• High level customer service skills and the ability to solve problems, with reference to others as required.</li> <li>• Capability to handle multiple tasks, determine appropriate priorities and respond quickly and efficiently.</li> <li>• Sound knowledge of parliamentary processes.</li> <li>• Ability to undertake research activity including analysing data, interpreting legislation and providing structured recommendations for consideration by the Member.</li> <li>• Communicates clearly and effectively with a wide variety of people from different backgrounds, showing empathy and understanding.</li> <li>• Ability to remain calm and composed when faced with difficult people or stressful situations.</li> </ul>

## Level 2

Role Function	Accountability
<ul style="list-style-type: none"> <li>• Manages the overall operation of a Members office, including being recognised as the primary contact and reference point for electorate matters and community issues.</li> <li>• Undertakes the role of Office Manager of a Members office, including responsibility for supervising all office staff members, being the site contact for: HR, WHS, accommodation, security, contractors, the Global Allowance allocation and other administrative processes.</li> <li>• Represents the Member within the Electorate and when required, assists with other Parliamentary responsibilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Fosters a cooperative work environment, providing information and services/support to enable others to achieve their work goals.</li> <li>• Accountable for the effective operation of the Members Office and responsible for workflow management and the accurate and timely completion of all tasks.</li> <li>• Certifies the quality of work performed or the integrity of the information/service supplied.</li> <li>• Is the site contact for WHS, Finance, HR, governance and any other supervisory function, including liaison with Electorate Services as the employing Minister's representatives.</li> <li>• Is the Member's representative in times of absence and provides the main conduit between the office and the Member.</li> <li>• Defines work scope and goals, establishes performance outcomes and measures, and defines, monitors, reports on and communicates requirements for the effective operation of the office and support for the elected Member.</li> </ul>
Problem Solving Requirements	Personal Attributes
<ul style="list-style-type: none"> <li>• Develops office workflows and procedures to improve the way immediate tasks are done, and assists others to do the same.</li> <li>• Provides advice and support for the resolution of constituent issues requiring detailed research and investigation.</li> <li>• Considers proposed solutions to resolve constituent issues of a complex, controversial or politically sensitive nature.</li> <li>• Communicates work priorities with colleagues, encouraging contribution and effort towards the achievement of team goals.</li> <li>• Supports a culture of risk management within the team and the Members Office, taking ownership to improve areas of concern associated with the office.</li> <li>• Collates and analyses data collected through surveys and independent research on complex community issues, and briefs the Member.</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative, staff supervision, WHS, and office management skills.</li> <li>• Capability to handle multiple tasks, determine appropriate priorities and respond quickly and efficiently.</li> <li>• High level customer service skills and experience and the ability to solve problems.</li> <li>• Detailed working knowledge of parliamentary processes.</li> <li>• High level dispute resolution skills.</li> <li>• Communicates clearly and effectively with a wide variety of people from different backgrounds, showing empathy and understanding.</li> <li>• Ability to remain calm and composed when faced with difficult people or stressful situations.</li> <li>• Experience in building relationships across the community, with multiple, diverse stakeholders recognising the political implications of the relationships.</li> </ul>



