

ASSISTANTS TO THE THE MEMBERS OF THE SOUTH AUSTRALIAN PARLIAMENT ENTERPRISE AGREEMENT 2010

File No. 05282 of 2010

**This Agreement shall come into force on
and from 6 December 2010 and have a
life extending until 30 September 2012.**

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



DATED 06 DECEMBER 2010

COMMISSION MEMBER



ASSISTANTS TO
THE MEMBERS OF THE
SOUTH AUSTRALIAN
PARLIAMENT
ENTERPRISE AGREEMENT
2010

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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 2010*.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 The term of this Enterprise Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia to 30 September 2012.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Sector Employment Standards, Directions, Circulars, Guidelines (and their successors), Chief Executive Determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The Government 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 by the Industrial Relations Commission of South Australia to 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 Industrial Relations Commission of South Australia;
"association"	Means an association party to this Enterprise Agreement;
"Commission"	Means the Industrial Relations Commission of South Australia;
"CE, DPC"	Means the Chief Executive of the Department of the Premier and Cabinet, 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

“employee representative”	Agreement; Includes an association, as defined above;
“party”	Means the persons, entities and associations referred to in clause 4;
“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 19.6 of this Enterprise Agreement;
“this Enterprise Agreement”	Means the <i>Assistants to the Members of the South Australian Parliament Enterprise Agreement 2010</i> .

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 The *Personal Assistants to the Members of the Parliament of South Australia 1989 Award*
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement referred to in the preceding sub-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 within Government, associations and employees:
- 4.1.1 Chief Executive, Department of the Premier and Cabinet (CE, DPC) 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 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 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:
- 6.1.1 Appendix 1: Salaries
- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 1: Salaries which provide 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 2009, 1 October 2010 and 1 October 2011 respectively.
- 6.3 The salary increases provided for by this Enterprise Agreement also recognises 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. ONE-OFF PAYMENT

- 7.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Commission.
- 7.2 The one-off payment will:
- 7.2.1 Be adjusted on a pro rata basis for part time employees and those employed on a temporary contract with a specified expiration date (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application to the Commission; and
- 7.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 7.3 A part time employee and/or temporary contract employee who is employed in more than one capacity may receive more than one pro rata payment provided that in no circumstances whatsoever will any part time and/or temporary contract employee be entitled to be paid in aggregate more than a total of \$600.
- 7.4 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

8. SALARY PACKAGING ARRANGEMENTS

- 8.1 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.
- 8.1.1 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.

- 8.1.2 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.
- 8.1.3 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 Government 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.

9. PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

- 9.1 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on the date of approval of this Enterprise Agreement by the Commission.
- 9.2 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) on or after the date of approval of this Enterprise Agreement by the Commission (the "applicable maximum period").
- 9.3 An employee who, at the time of taking such paid maternity or adoption 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 eighteen (18) weeks on or after the date 12 months after the Commission approval of this Enterprise Agreement (the "applicable maximum period").
- 9.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
 - 9.4.1 The total of paid and unpaid maternity/adoption/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.
 - 9.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption 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.
- 9.5 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
 - (a) 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
 - (b) 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 (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - (c) a combination of (a) and (b).
- 9.6 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).
- 9.7 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.
- 9.8 This clause operates notwithstanding the *Paid Parental Leave Act 2010 (Cth)*.

10. RETURN TO WORK ON A PART TIME BASIS

10.1 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.

10.1.1 The following conditions apply to an employee applying to return 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 6 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.

11. WORKLIFE FLEXIBILITY

Voluntary Flexible Working Arrangements

11.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements to balance work and other (including family) commitments. An employee may enter into a Voluntary Flexible Working Arrangement if the VFWA is agreed between the Member and the employee (and approved by the employer).

11.1.1 The Member will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of the electorate office or particular workplace, and the employee's circumstances.

11.1.2 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 Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- (c) 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.
- (d) 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.

12. REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

- 12.1 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.
- 12.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 12.3 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).
- 12.4 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 12.5 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.
- 12.6 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.
- 12.7 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.

13. REIMBURSEMENT OF REASONABLE TRAVEL COSTS

- 13.1 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.
- 13.2 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.
- 13.3 The employee ordinarily uses public transport.
- 13.4 Travel is by the most direct or appropriate route.
- 13.5 Reimbursement of reasonable taxi costs, or mileage will be at a rate determined from time to time by the Commissioner for Public Sector Employment.
- 13.6 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.

14. REIMBURSEMENT FOR USE OF PRIVATE VEHICLE FOR WORK RELATED BUSINESS

- 14.1 Employees will be entitled to reimbursement of mileage, and where incurred for parking fees, where the employee is directed by the Member to use their private vehicle for work related purposes.
- 14.2 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.

- 14.3 Reimbursement of parking fees will be paid upon provision of a receipt and approval by the Member.

15. FAMILY CARER'S LEAVE

- 15.1 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*.
- 15.2 This access is available if the following conditions are satisfied:
- 15.2.1 The employee must have responsibility for the care of the family member concerned; and
- 15.2.2 The employee produces satisfactory evidence of sickness of the family member, if requested.
- 15.3 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.

16. TRAINING AND SKILLS DEVELOPMENT

- 16.1 Study Leave
- 16.1.1 The parties agree to maintain the Study Leave arrangements for Assistants which were approved in June 1999. These arrangements will remain in place for the life of this Enterprise Agreement.
- 16.2 Training Working Party
- 16.2.1 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.
- 16.2.2 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. CLASSIFICATION STRUCTURE

- 17.1 The position criteria for the Assistants classification structure are detailed in Appendix 2: Position Criteria.
- 17.2 All appointments to Assistant positions will be at the Level 1 classification. However, an Assistant classified as Level 2 may transfer to another office at the same classification, without the need to undergo the reclassification procedure, provided that the previous incumbent was classified as Level 2 and the role and responsibilities of the Member and the position remain unchanged.
- 17.3 Assistants are able to lodge a request for reclassification to Level 2 through the reclassification process. The approved process for reclassification is detailed in Appendix 3: Reclassification Process.
- 17.4 In the event an Assistant is classified at the Level 2 classification and the responsibilities of the Member they are assigned to reduce significantly so as the Assistant's classification level can no longer be justified, then within three months of the Assistant being formally notified by the Department of Treasury and Finance of the changes occurring to the Member's responsibilities, the Assistant's classification will be reviewed in line with the position criteria by the independent assessor. If it is determined that the Member's duties have reduced significantly, so as the Assistant's Level 2 classification can no longer be justified, they will revert to the Level 1 classification.
- 17.5 If, in accordance with clause 17.4, an Assistant's classification is assessed as being Level 1 their salary shall be maintained for a period of four months, from the date of the Assistant being formally notified by the Department of Treasury and Finance of the

changes occurring to the Member's responsibilities, before reverting to the appropriate increment of Level 1 classification (based on the employee's relevant years of service as an Assistant).

18. HIGHER DUTIES ALLOWANCE

- 18.1 Where an Assistant is directed by a Member to perform specified duties of a higher classification to those on which the remuneration level of the Assistant's position is based may be paid an allowance for performing those higher duties.
- 18.2 Such an allowance may only be paid if the employee performs these duties for a continuous period of two weeks or more.
- 18.3 If the employee is a part-time employee, then the employee may be paid an allowance if they are required to perform such specified duties for more than two calendar weeks, regardless of the number of days normally worked by the employee during a week.
- 18.4 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.
- 18.5 A higher duties allowance should only be paid if the Member believes 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.
- 18.6 If a higher duties allowance is to be paid to an employee for a period of greater than eight weeks a determination will be made by the Department of Treasury and Finance as to whether or not a full assessment by the independent assessor is required.

19. ENGAGEMENT OF ASSISTANTS AND NOTICE REQUIREMENTS

- 19.1 An Assistant, other than a temporary Assistant, is employed for the life of the Parliament for so long as the Member to which he/she is assigned remains a Member.
- 19.2 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.
- 19.3 In the case of a general election, the employment of an Assistant of 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.
- 19.4 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 unless the Assistant is appointed to the Member's Ministerial staff. The termination will be effective from the date the Member is sworn in as a Minister.
- 19.5 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.
- 19.6 Temporary Assistant
 - 19.6.1 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.

- 19.6.2 Notwithstanding 19.6.1, 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.
- 19.6.3 Notwithstanding 19.6.1 and 19.6.2, a temporary Assistant may be employed for a specified period.
- 19.7 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.
- 19.8 Subject to 19.9, where an Assistant's employment is terminated in any of the circumstances described in 19.2, 19.3, 19.4, 19.5, 19.6 (excluding 19.6.3) and 19.7 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

- 19.9 If an Assistant who received payment in lieu of notice in accordance with 19.8 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 (ie the period of Notice in 19.8), 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.
- 19.10 In the circumstances described in 19.9 the Assistant will be required to repay the amount to the Government within 30 days of his/her election, appointment or employment to any office of profit under the Crown.
- 19.11 The provisions of this clause will only apply where an Assistant's employment terminates in accordance with 19.2, 19.3, 19.4, 19.5, 19.6 (excluding 19.6.3) and 19.7 and the termination is through no fault of the Assistant.

20. IMPROVEMENT AGENDA

- 20.1 The parties recognise that initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the services provided by Assistants.
- 20.2 This Enterprise Agreement recognises that the SA public sector will continue to evolve as a dynamic and customer responsive entity.

21. NO EXTRA CLAIMS

- 21.1 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.
- 21.2 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 Commission, nor demand upon any other party in respect of any matter dealt with, or arising out of, a previous Enterprise Agreement.
- 21.3 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.
- 21.4 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.
- 21.5 The parties agree to further discussions between Department of Treasury and Finance representatives and the employee representative parties that are the signatories to this Enterprise Agreement, taking place regarding administrative arrangements for improvements to the appointment process for Assistants; that such discussions occur without any industrial action; and that if applicable, any agreed consequential amendments to the appointment or reclassification process be consent variations and not to be considered extra claims to the Enterprise Agreement.

22. CONSULTATIVE PROCESSES

- 22.1 The parties commit to the following consultative principles:
 - 22.1.1 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.
 - 22.1.2 Employers consult in good faith, not simply advise what will be done.
 - 22.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 22.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
 - 22.1.5 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.
 - 22.1.6 In relation to significant issues of public sector wide reform, the Government will consult with the SA Unions in accordance with the above principles.

23. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 23.1 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.
- 23.2 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.
- 23.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 23.4 All parties have a right to seek representation in order to resolve any dispute.
- 23.5 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, DPC.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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 Industrial Relations Commission of South Australia, 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.
- 23.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

24. VARIATIONS

- 24.1 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, DPC or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 24.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 24.3 The parties undertake and agree that a proposed variation to give effect to an agreed matter arising from clause 21.5 will be taken and deemed to have been agreed by the parties if agreed by the employer and the employee representative signatories to this Agreement.

25. RENEGOTIATION PROTOCOLS

25.1 The parties to this Enterprise Agreement will have established a protocol for the negotiation of the next Agreement no earlier than 6 months and no later than 3 months prior to the expiry date of this Enterprise Agreement. The protocol will include, but not be limited to:

- 25.1.1 Establishment of a forum for negotiating an Agreement;
- 25.1.2 All parties ensuring that their representatives in negotiations have decision making powers;
- 25.1.3 Agreement to exchange information on matters being discussed; and
- 25.1.4 Seeking the assistance from the Commission, if negotiations stall.

26. SIGNATORIES

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Chief Executive, Department of the Premier and Cabinet
as the declared employer for public employees

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Witness

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Public Service Association of SA Inc
General Secretary - Ms Jan McMahon

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Witness

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Australian Service Union – SA & NT Branch
Branch Secretary - Ms Katrine Hildyard

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Witness

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Representative for non-unionist Assistants to the Liberal Members
Mr Todd Hacking

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Witness

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Representative for non-unionist Assistants to the Liberal Members
Mr Nick Vezis

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Witness

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APPENDIX 1 - SALARIES

TABLE 1: Current from the first pay period commencing on or after 1 October 2008

Classification	Rate from first full pay period on or after 1/10/2008	Plus leave loading	Total base rate	Total inclusive of 15% overtime
Level 1 - Assistants				
1 st year	\$47,547	\$638	\$48,185	\$55,413
2 nd year	\$50,053	\$672	\$50,725	\$58,333
3 rd year	\$52,558	\$705	\$53,263	\$61,252
Level 2 – Research/Liaison Officer				
	\$59,773	\$802	\$60,575	\$69,662

TABLE 2: From the first pay period commencing on or after 1 October 2009

Classification	Rate from first full pay period on or after 1/10/2009	Plus leave loading	Total base rate	Total inclusive of 15% overtime
Level 1 - Assistants				
1 st year	\$48,736	\$654	\$49,390	\$56,799
2 nd year	\$51,304	\$688	\$51,992	\$59,791
3 rd year	\$53,872	\$723	\$54,595	\$62,784
Level 2 – Research/Liaison Officer				
	\$61,267	\$822	\$62,089	\$71,402

TABLE 3: From the first pay period commencing on or after 1 October 2010

Classification	Rate from first full pay period on or after 1/10/2010	Plus leave loading	Total base rate	Total inclusive of 15% overtime
Level 1 - Assistants				
1 st year	\$49,954	\$670	\$50,624	\$58,218
2 nd year	\$52,587	\$706	\$53,293	\$61,287
3 rd year	\$55,219	\$741	\$55,960	\$64,354
Level 2 – Research/Liaison Officer				
	\$62,799	\$843	\$63,642	\$73,188

TABLE 4: From the first pay period commencing on or after 1 October 2011

Classification	Rate from first full pay period on or after 1/10/2011	Plus leave loading	Total base rate	Total inclusive of 15% overtime
Level 1 - Assistants				
1 st year	\$51,203	\$687	\$51,890	\$59,674
2 nd year	\$53,902	\$723	\$54,625	\$62,819
3 rd year	\$56,599	\$759	\$57,358	\$65,962
Level 2 – Research/Liaison Officer				

	\$64,369	\$864	\$65,233	\$75,018
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APPENDIX 2: POSITION CRITERIA

<p>1. Status of Assistant and Member</p> <p>Level 1</p> <ul style="list-style-type: none"> ▪ Office Manager/Supervisor of an electorate office, responsible for its overall effective operation ▪ Assistant to a Member of Parliament <p>Level 2</p> <p>As per Level 1, plus:</p> <ul style="list-style-type: none"> ▪ Assistant to a Member who has broader than Electorate responsibilities, such as Minister, Shadow Minister or Independent Member or a Member with significant broader and more complex responsibilities. ▪ Recognised contact and reference point for both electorate and state wide community members on broader issues.
<p>2. Expertise required for the position (i.e. position requirements for the job to be performed competently)</p> <p>Level 1</p> <ul style="list-style-type: none"> ▪ Extensive experience and training in a clerical/administrative position(s) or work environment ▪ Working knowledge and understanding of operations and procedures of Parliamentary Services and SA Political Environment ▪ Well developed conflict resolution skills ▪ Proven ability in organising, planning and co-ordinating own and others work schedules ▪ Advanced skills in a variety of software packages. <p>Level 2</p> <p>As per Level 1, plus</p> <ul style="list-style-type: none"> ▪ Demonstrated ability in designing work practices/systems and managing workflows and quality of work of others ▪ Demonstrated ability in performing a variety of complex functions such as: <ul style="list-style-type: none"> - policy analysis on behalf of and advice to the Member, other Members and the public - undertake research and develop significant projects - interpreting data, statistics, trends after extensive research ▪ Highly developed negotiation and conflict resolution skills ▪ Strong knowledge and understanding of portfolio issues and legislation.
<p>3. Tasks undertaken for which position holder has <u>Total</u> responsibility</p> <p>Level 1</p> <ul style="list-style-type: none"> ▪ Manage the administrative and clerical support services to the Member ▪ Manage delivery of services to constituents ▪ Management of Member's diary and schedule of activities/appointments, prioritising and exercising discretion

- Review and assessment of incoming correspondence and preparation of responses and/or appropriate action
- Research issues as requested by the Member
- Planning, co-ordination and oversight of functions/events
- Comprehensive records/information management

Level 2

As per Level 1, plus:

- Preparation of correspondence on complex issues requiring analysis and research on behalf of the Member
- Comprehensive research and analysis on behalf of the Member
- Independent involvement in complex/significant dispute resolution
- Development and implementation of new work methodologies or systems
- Close focus on directly supporting the Members duties in carrying out more complex responsibilities
- Effectively co-ordinate Members dual responsibilities to the electorate, fellow Ministers and Ministerial Staff
- In addition to Members responsibilities undertake designated specific duties associated with ministerial portfolio responsibilities.

4. Interpersonal Contacts/Relationships and nature of contact

Level 1

- Members of the public/constituents in management of politically sensitive issues
- Manage on behalf of the Member all incoming communications
- Liaison and negotiation with suppliers/contractors/event organisers
- Co-ordinating public access to information supplied by the office
- Supervision of other staff (including volunteers and trainees)
- Liaison with other Electorate Offices, Government Departments/agencies and community based organisations.

Level 2

As per Level 1, plus:

- Responsible on a regular basis for addressing politically sensitive and complex issues, requiring a high level of diplomacy and tact
- Authorised by Member to liaise with media representatives on complex and significant issues
- Dispute resolution with community representatives on complex issues of political significance
- Liaison with Member's Ministerial/Shadow Ministerial staff to advise of electorate issues having an impact upon the Member's role.

5. Level of decision making by position holder without reference to Member

Level 1

- Interpret guidelines, procedures and precedents
- Determine own and other staff work programs within established priorities

- Choose from a range of varied techniques, systems or methods as the most appropriate course of action to take
- Estimating and quantifying resources required to meet office objectives
- Work autonomously within delegated decision making authority
- Regularly develops and implements more efficient work practices.

Level 2

As per Level 1, plus:

- Provide information to members of the public on complex issues after a rigorous process of analysis
- Regularly interpret legislation and independently solve specific problems on issues of significance.

6. Level of autonomy necessary to fulfil responsibilities

Level 1

- Balances day-to-day objectives and sets priorities and targets for self and others
- Understand and respond to public requests on a wide range of issues without reference to the Member
- Modify, enhance or redefine work practices and procedures within policy or regulatory guidelines
- Decide on an appropriate course of action to resolve constituent issues, after thorough examination of the facts
- Resolves complex operational problems without reference to the Member
- Regularly be the sole representative within the Member's office.

Level 2

As per Level 1, plus:

- Regularly resolve high level, involved problems for constituents without reference to the Member
- Draft written responses speeches and reports after extensive independent research and analysis
- Take a proactive role in representing the Member on local and specific portfolio issues.

APPENDIX 3: RECLASSIFICATION PROCESS**1. Consideration by Assistant**

- Compares current job requirements to each set of criteria
- If majority of criteria under Level 2 are applicable to this role, a request for reclassification is tendered to the Department of Treasury and Finance (Dept T & F) and notification forwarded to the Member.

2. Recommendation by Member

- Member objectively analyses position requirements against all set criteria
- Confirm majority of criteria are applicable to Assistant position
- Complete written formal request for reclassification, setting out specific matching criteria for Level 2 that are applicable to Assistant position
- Send request and current Job Description or Statement to Dept T & F.

3. Receipt of Re-Classification request by Dept T & F

- Ensure all documentation received and matching criteria identified and enclosed by Member
- Forward formal request for analysis to independent consultant, attaching all relevant documentation.

4. Analysis by independent consultant

- Upon receipt of request from Dept T & F, the independent consultant arranges interviews with Member and Assistant
- Consultant conducts interview in Member's office covering all aspects of Assistant role
- Consultant independently assesses reclassification request against criteria
- Consultant completes formal report to Dept T & F with full details and recommendations.

5. Dept T & F Decision

- Upon receipt of report from the independent consultant, Dept T & F formally determines outcome of reclassification request based on recommendations from the independent consultant
- Decision is formally conveyed to the Assistant and Member in writing. In the case where the Assistant application for reclassification is unsuccessful notification will include full details and recommendations (as supplied to Dept T&F) by the independent assessor
- Any adjustment in salary is initiated by Dept T & F and all relevant parties notified.

6. Effective Date of Re-Classification

- Where an Assistant makes written application for a reclassification in accordance with the process prescribed in this appendix, and if that application is acceded to, the operative date for the reclassification will be no earlier than the date of lodgement and no later than three (3) calendar months from the date of lodgement.

7. Right of Review

- If an Assistant believes the outcome of their request for reclassification is based on incorrect information they may notify the Dept T & F of their concern in writing (including any additional justification) within 14 days of the receipt of the outcome notification
- This information will be forwarded to the independent assessor for re-consideration
- The Assistant will be advised of the outcome of this re-assessment.

As the reclassification request has been independently assessed by an external consultant, and all relevant parties have had maximum input into the process, the ultimate decision will be considered as final. Any further requests for re-classification may only be submitted if there has been a significant change in position duties and requirements.