

PERSONAL ASSISTANTS TO THE MEMBERS OF THE SOUTH AUSTRALIAN PARLIAMENT ENTERPRISE AGREEMENT 2003

File No. 5740 of 2003

**This Agreement shall come into force on
and from 10 September 2003 and have a
life extending until 30 June 2004.**

THE COMMISSION HEREBY APPROVES THIS
ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE
INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.



DATED THIS 10TH DAY OF
SEPTEMBER 2003

ENTERPRISE AGREEMENT
COMMISSIONER



PERSONAL ASSISTANTS TO

THE MEMBERS OF THE
SOUTH

AUSTRALIAN PARLIAMENT

ENTERPRISE AGREEMENT
2003

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1. ENTERPRISE AGREEMENT

- 1.1 This Enterprise Agreement is made pursuant to the Industrial and Employee Relations Act 1994, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the Personal Assistants to the Members of the South Australian Parliament Enterprise Agreement 2003.
- 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 2004.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment PSM Act Determinations, Directions, Circulars, Guidelines, 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 wage increases in accordance with this Enterprise Agreement for Personal 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 Personal 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 Industrial and Employee Relations Act 1994
“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;
“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;
“Enterprise Agreement (expired)”	Means an Enterprise Agreement previously made between two or more parties to this Enterprise Agreement, the term of which has expired as at the commencement of this Enterprise Agreement;
“party”	Means the persons, entities and associations referred to in clause 4;

“temporary Personal Assistant:	Means a Personal Assistant employed on a temporary basis for either a specified period or in accordance with Clause 18.6 of this agreement;
“this Enterprise Agreement”	Means the Personal Assistants to the Members of the South Australian Parliament Enterprise Agreement 2003
“wage rate”	Means the periodic wage or salary payable to an employee, and a reference to payment of salary includes a reference to payment of salary on a fortnightly basis.

- 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 Commissioner for Public Employment (CPE) in respect of employees employed as Personal Assistants to Members of the South Australian Parliament in;
- Electorate Offices
 - The Legislative Council
- 4.1.2 Employees employed as Personal Assistants to Members of the South Australian Parliament in;
- Electorate Offices;
 - The Legislative Council;
- 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;
- 4.1.4 Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Services Association of South Australia Inc.
- 4.2 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:

5. OTHER ENTERPRISE AGREEMENTS

- 5.1 Upon the commencement of term of this Enterprise Agreement the Enterprise Agreement (expired) will be superseded by this Enterprise Agreement.

6. SALARY AND WAGE ADJUSTMENTS

- 6.1 This clause refers to the wage and salary schedules appearing in:
- 6.2 Except as provided by this clause, the wage rates and salaries payable to employees are those detailed in Appendix 1: Wages and Salaries which provides for wage rates and salaries which will operate on and from the dates specified (the “applicable date”), namely:
- 1 October, 2002; and
 - 1 October, 2003 respectively.
- 6.3 The wage 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.

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.

7.1.3

PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

- 8.1 An employee who applied for and was granted maternity leave or adoption leave commencing on or after 16 July 2003 will, in respect of the whole or part of leave occurring on or after 16 July 2003, be entitled to the benefits provided by this clause.
- 8.2 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, is entitled to six weeks paid maternity leave.
- 8.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to six weeks paid adoption leave.

- 8.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- 8.5 Part-time employees will have the same entitlements as full time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 8.6 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. 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.
- (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.

10. WORKLIFE FLEXIBILITY

Voluntary Flexible Working Arrangements

- 10.1 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).

- (a) Subject to this clause, the salary or wages 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.

11. REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

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.

- 11.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 11.2 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).
- 11.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 11.4 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 Employment.
- 11.5 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.
- 11.6 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.

12. REIMBURSEMENT OF REASONABLE TRAVEL COSTS

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.

- 12.1 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.
- 12.2 The employee ordinarily uses public transport.
- 12.3 Travel is by the most direct or appropriate route.

- 12.4 Reimbursement of reasonable taxi costs, or mileage will be at a rate determined from time to time by the Commissioner for Public Employment.
- 12.5 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.

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

- 13.1 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.
- 13.2 Re-imbusement 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 Employment.
- 13.3 Re-imbusement of parking fees will be paid upon provision of a receipt and approval by the Member.

FAMILY CARER'S LEAVE

- 14.1 Employees may access up to five 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.
- 14.2 This access is available if the following conditions are satisfied:
 - 14.3 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.

15. TRAINING AND SKILLS DEVELOPMENT

- 15.1 Study Leave
- 15.2 Training Working Party

16. CLASSIFICATION STRUCTURE

- 16.1 A review of the classification structure was agreed to and carried out as part of the Personal Assistants to the Members of the South Australian Parliament Enterprise Agreement 1999. The approved position criteria for the new Personal Assistants classification structure are detailed in Appendix 2: Position Criteria.
- 16.2 All appointments to Personal Assistant positions will be at the Level 1 classification.

- 16.3 Personal Assistants are able to lodge a request for reclassification to Level 2 through the re-classification process. The approved process for re-classification is detailed in Appendix 3: Re-classification Process.
- 16.4 In the event a Personal Assistant is classified at the Level 2 classification and the responsibilities of the Member they are assigned to reduce significantly so as the Personal Assistant's classification level can no longer be justified, then within three months of the Personal Assistant being formally notified by the Department of Treasury and Finance of the changes occurring to the Member's responsibilities, the Personal 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 Personal Assistant's Level 2 classification can no longer be justified, they will revert to the Level 1 classification.
- 16.5 If, in accordance with clause 16.4, a Personal 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 Personal 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 a PA).

17. HIGHER DUTIES ALLOWANCE

- 17.1 Where a Personal Assistant is directed by a Member to perform specified duties of a higher classification to those on which the remuneration level of the Personal Assistant's position is based may be paid an allowance for performing those higher duties.
- 17.2 Such an allowance may only be paid if the employee performs these duties for a continuous period of two weeks or more.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.

ENGAGEMENT OF PERSONAL ASSISTANTS AND NOTICE REQUIREMENTS

- 18.1 A Personal Assistant, other than a temporary Personal Assistant, is employed for the life of the Parliament for so long as the Member to which he/she is assigned remains a Member.
- 18.2 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 Personal 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 Personal Assistant's employment will be effective from the date the office is occupied by the incoming Member.
- 18.3 In the case of a general election, the employment of a Personal 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 incoming Member does not wish to retain the services of the Personal Assistant the Personal Assistant's services will terminate. The termination will be effective from the date the results of the election are declared.

- 18.4 In the event that a Member of the Legislative Council is allocated a Ministerial portfolio, and consequently loses his/her entitlement to a Personal Assistant in the Legislative Council, the employment of the Personal Assistant will terminate unless the Personal 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.
- 18.5 A Personal 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 Personal Assistant, only in respect of that Member, will terminate.
- 18.6 Temporary Personal Assistant

18.7 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, Party Whip, Speaker, Deputy Speaker or President of the Legislative Council.

- 18.8 Subject to 18.9, where a Personal Assistant's employment is terminated in any of the circumstances described in 18.2, 18.3, 18.4, 18.5, 18.6 (excluding 18.6.3) and 18.7 the Personal 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

- 18.9 If a Personal Assistant who received payment in lieu of notice in accordance with 18.8 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 18.8), then the Personal 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.

18.10 In the circumstances described in 18.9 the Personal 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.

18.11 The provisions of this clause will only apply where a Personal Assistant's employment terminates in accordance with 18.2, 18.3, 18.4, 18.5, 18.6 (excluding 18.6.3) and 18.7 and the termination is through no fault of the Personal Assistant.

19. IMPROVEMENT AGENDA

19.1 The parties recognise that initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the services provided by Personal Assistants.

19.2 This Agreement recognises that the SA public sector will continue to evolve as a dynamic and customer responsive entity;

20. NO EXTRA CLAIMS

20.1 This Enterprise Agreement and its wage and salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of an Enterprise Agreement (expired), or which might have arisen from, or in the course of, any Enterprise Agreement (expired).

20.2 The parties undertake that for the period until Enterprise Agreements (expired) are 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, an Enterprise Agreement (expired).

20.3 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 Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.

20.4 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. CONSULTATIVE PROCESSES

The parties commit to the following consultative principles:

21.1 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.

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

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

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

21.5 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.

- 21.6 In relation to significant issues of public sector wide reform, the Government will consult with the UTLC 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:

- 22.6 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 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.
- 22.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

23. VARIATIONS

- 23.1 Where a party believes that a variation to this Agreement is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the Commissioner for Public Employment or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.

23.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.

24. RENEGOTIATION PROTOCOLS

24.1 The parties to this Agreement will establish a protocol for the negotiation of the next Agreement by 30 June 2004. The protocol will include, but not be limited to:

- 24.1.1 Establishment of a forum for negotiating an Agreement;
- 24.1.2 All parties ensuring that their representatives in negotiations have decision making powers;
- 24.1.3 Agreement to exchange of information, including costings of matters being discussed; and
- 24.1.4 Seeking the assistance from the Commission, if negotiations stall.

25. SIGNATORIES

..... /...../.....
Mr Paul Case
Chief Executive, Department for Administrative
And Information Services; for and on behalf of
the Commissioner for Public Employment

..... /...../.....
Public Service Association of SA Inc
Secretary Ms Jan McMahon

..... /...../.....
Australian Service Union – SA & NT Branch
Secretary Ms Anne McEwen

APPENDIX 1 - WAGES AND SALARIES

TABLE 1: From 1 October 2001

Classification	From 1 March 2001	Plus Leave Loading	Total Base Rate	Total Inclusive of 15% overtime
LEVEL 1 – Personal Assistant				
1 st year	\$36,658	\$492	\$37,150	\$42,722
2 nd year	\$38,589	\$518	\$39,107	\$44,973
3 rd year	\$40,521	\$544	\$41,065	\$47,224
LEVEL 2 – Research / Liaison Assistant				
	\$46,082	\$618	\$46,700	\$53,705

TABLE 2: 4% increase from 1 October 2002

Classification	4% increase from 1 October 2002	Plus Leave Loading	Total Base Rate	Total Inclusive of 15% overtime
LEVEL 1 – PERSONAL ASSISTANT				
1 st year	\$38,125	\$512	\$38,637	\$44,433
2 nd year	\$40,133	\$539	\$40,672	\$46,773
3 rd year	\$42,142	\$565	\$42,707	\$49,113
LEVEL 2 – RESEARCH / LIAISON ASSISTANT				
	\$47,926	\$643	\$48,569	\$55,854

TABLE 3: 4% increase from 1 October 2003

Classification	4% increase from 1 October 2003	Plus Leave Loading	Total Base Rate	Total Inclusive of 15% overtime
LEVEL 1 – Personal Assistant				
1 st year	\$39,650	\$532	\$40,182	\$46,209
2 nd year	\$41,739	\$560	\$42,299	\$48,644
3 rd year	\$43,828	\$588	\$44,416	\$51,078
LEVEL 2 – Research / Liaison Assistant				
	\$49,844	\$669	\$50,513	\$58,090

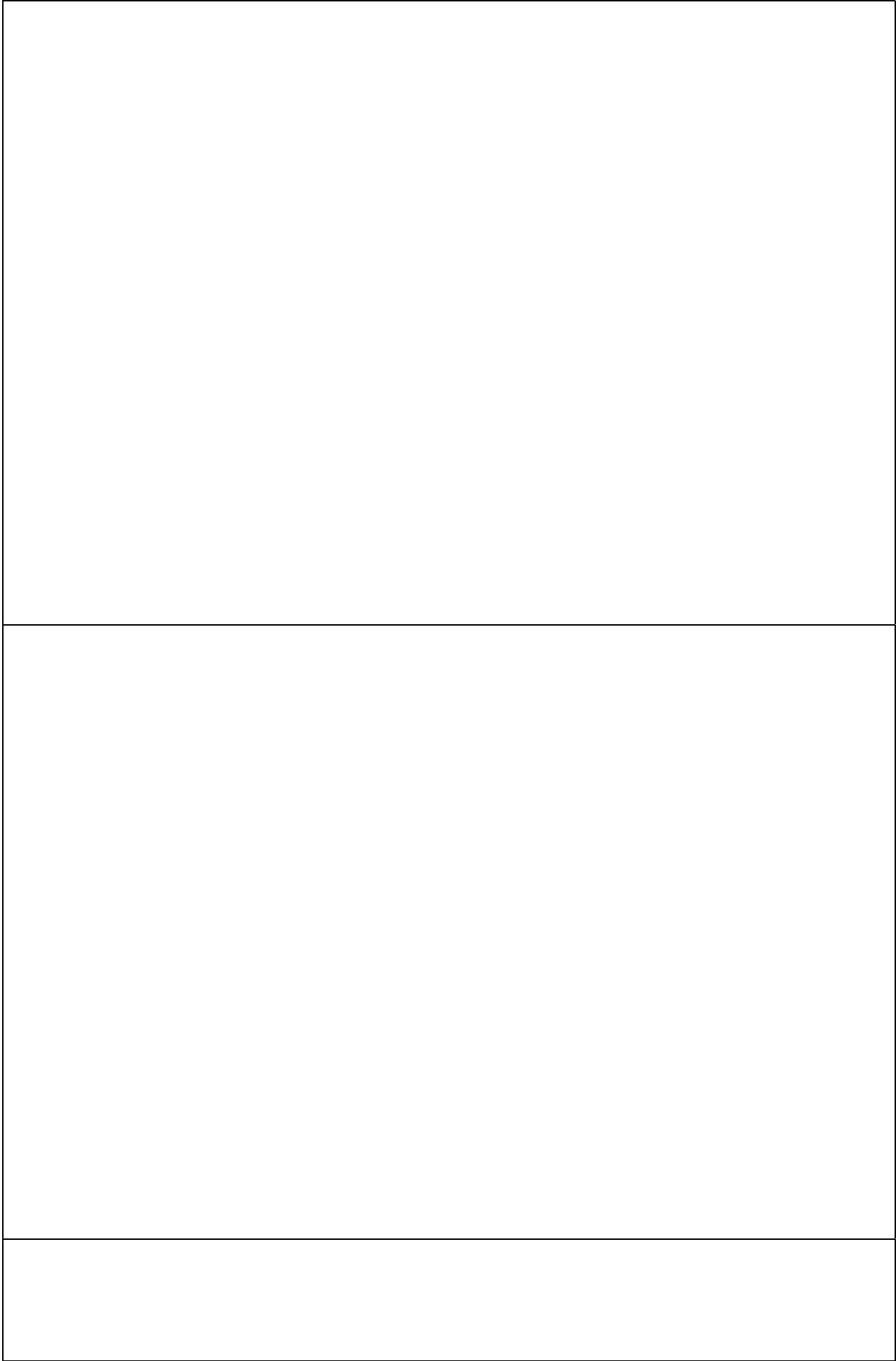
APPENDIX 2: POSITION CRITERIA

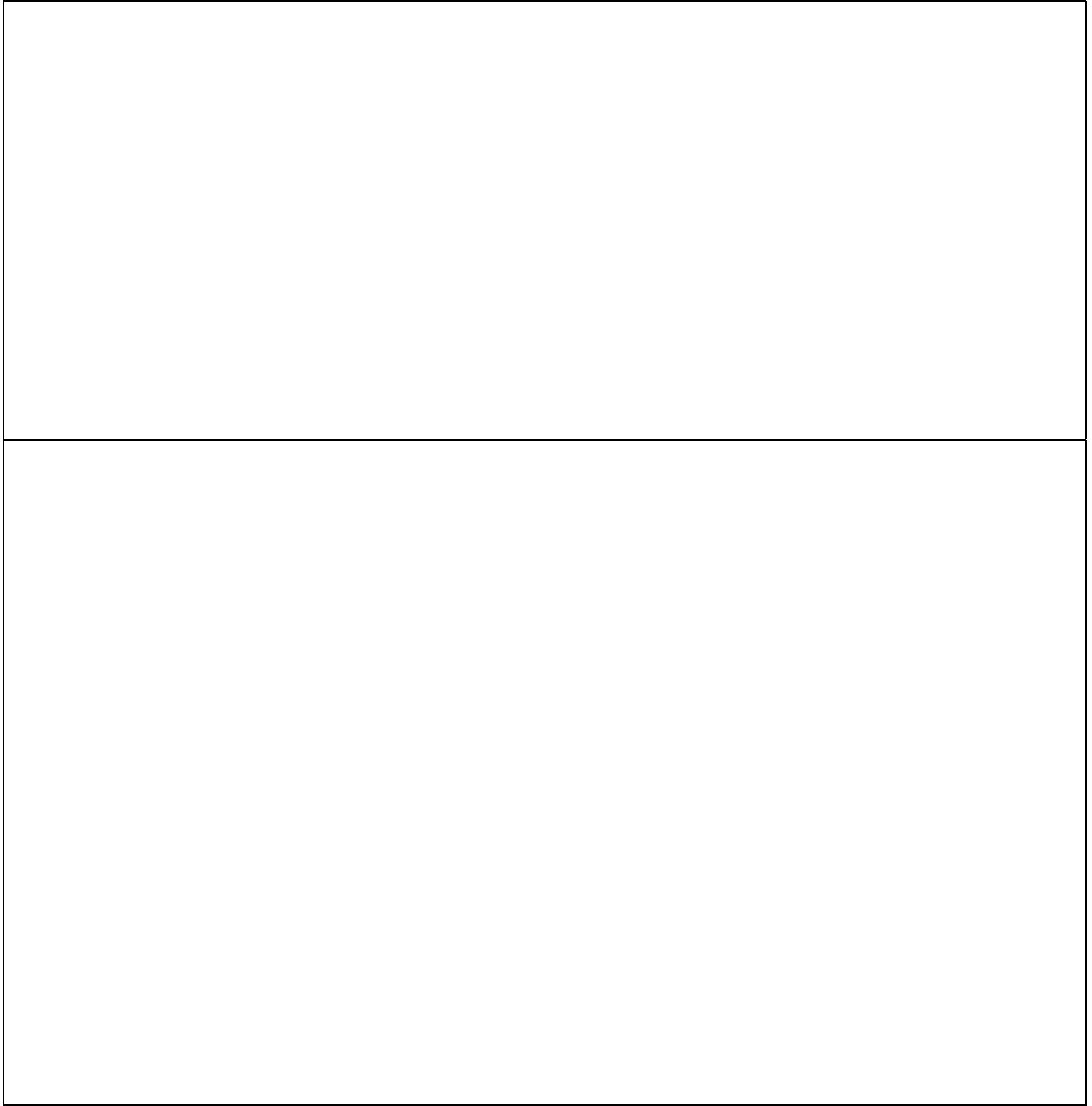
1. Status of Personal Assistant and Member

- Office Manager/Supervisor of an electorate office, responsible for its overall effective operation
- Personal Assistant to a Member of Parliament

As per Level 1, plus:

- Personal 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.





APPENDIX 3: RECLASSIFICATION PROCESS

1. Consideration by Personal 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 re-classification 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 PA position
- Complete written formal request for re-classification, setting out specific matching criteria for Level 2 that are applicable to PA 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 PA
- Consultant conducts interview in Member's office covering all aspects of PA role.
- Consultant independently assesses re-classification 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 re-classification request based on recommendations from the independent consultant
- Decision is formally conveyed to the PA and Member in writing. In the case where the PA's application for reclassification is unsuccessful notification will include full details and recommendations (as supplied to DTF) by the independent assessor
- Any adjustment in salary is initiated by Dept T & F and all relevant parties notified.

6. Right of Review

- If a PA 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 PA will be advised of the outcome of this re-assessment.

As the re-classification 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.