

SUPERANNUATION FUNDS MANAGEMENT CORPORATION OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2011

File No. 1970 of 2011

This Agreement shall come into force on and from 3 June 2011 and have a life extending for a period of thirty-six months therefrom.

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

DATED 03 JUNE 2011.



COMMISSION MEMBER



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

Enterprise Agreement 2011

Board Approved: 9 March 2011

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1 INTERPRETATION

In this Agreement-

Chief Executive Officer means the Chief Executive Officer of Superannuation Funds Management Corporation of South Australia.

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

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

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

Employer means the Corporation.

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

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

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

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

Substantive remuneration means remuneration at or below the median.

2 PARTIES BOUND BY AGREEMENT

This agreement (**Superannuation Funds Management Corporation of South Australia Enterprise Agreement 2011**) is made under Chapter 3 Part 2 of the *Fair Work Act 1994* (SA) and binds the Chief Executive of the Department of the Premier and Cabinet as the declared employer in relation to the Superannuation Funds Management Corporation of South Australia and the employees occupying positions in the Corporation but excluding;

- a) the Chief Executive Officer in the Chief Executive Officer's capacity as an employee, and
- b) any employee, as at the date of approval of this agreement, occupying a position of 400 work value points or more (as determined by the Cullen Egan Dell Job Evaluation System) and whose conditions of employment are governed by a fixed term contract (whether at common law or pursuant to statute).

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

3 RELATIONSHIP OF AGREEMENT WITH CORPORATION HUMAN RESOURCE POLICIES

This agreement shall be read and interpreted wholly in conjunction with the Corporation's Human Resources Policy and Procedures as varied from time to time provided that where

there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

4 DURATION

This Agreement will be approved upon:

- a) approval by the Funds SA Board;
- b) a majority vote in favour of the Agreement by all eligible employees; and
- c) approval by the SA Industrial Relations Commission

This Agreement will come into force upon approval by the SA Industrial Relations Commission and will remain in force for 36 months or until replaced by a new agreement or rescinded.

5 RENEGOTIATION

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

6 OBJECTIVE AND AIMS OF AGREEMENT

6.1 The objectives of this Agreement are to enact measures that will:

- a) support the Corporation's achievement of the objectives prescribed by the SFMC Act, and
- b) provide employees with attractive pay and working conditions.

6.2 Within this framework the aims are to apply work practices and conditions of employment that will:

- a) improve the productivity, performance and effectiveness of the Corporation through the diligent management of expenditure, an emphasis on undertaking activities that add value to the Corporation, use of a performance management system that measures outcomes and facilitates employee development, and a flexible, supportive, team-based work environment, where employees are skilled and motivated to achieve best practice standards and outcomes;
- b) foster the development of a strong organisational culture where professionalism, innovation, flexibility, accountability, responsibility, respect for stakeholders, outcome focus and high standards of service and ethical behaviour are prominent;
- c) develop and pursue change within the Corporation on a cooperative basis with the objective of continuous improvement;
- d) achieve industrial cooperation and joint commitment to attainment of Corporation objectives;
- e) assist employees to achieve a suitable balance between their work and family responsibilities; and
- f) sustain attractive pay and working conditions for employees.

6.3 These measures and aims will be pursued in a manner that promotes job satisfaction, security, and an equitable work environment.

7 CENTRAL PRINCIPLES

7.1 Consultative Principles

7.1.1 Consultation shall involve the sharing of information and the exchange of views between the employer and employees. It is a genuine opportunity for employees to contribute effectively to the decision making process.

7.1.2 The Corporation will not simply advise what should be done, but will, through the Chief Executive Officer, consult in good faith.

7.1.3 It is agreed that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

7.2 Commitment to No Further Claims

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

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

8 CONSULTATION

8.1 Key Elements

8.1.1 Employees acknowledge their role to identify measures that will improve performance and working conditions.

8.1.2 Negotiation on such measures will commence and continue through the Single Bargaining Centre and the Single Bargaining Unit and will proceed with a view to achieving real and sustainable benefits while recognising appropriate industry benchmarks and achieving best practice.

8.1.3 Where such measures involve changes to work practices, structures or conditions, affected employees and relevant registered employee organisations will be consulted before the measures are implemented.

8.1.4 Implementation of organisational change will be preceded by consultation with the purpose of achieving a joint commitment to, and consensus about, change.

8.1.5 The forum for consultation in the context of this agreement shall be the Single Bargaining Centre or other working parties as determined from time to time.

8.2 Meetings of Single Bargaining Centre

8.2.1 A meeting of the Single Bargaining Centre must be arranged within 14 days of a request by either the Single Bargaining Unit or the Chief Executive Officer.

8.3 Best Endeavours

8.3.1 The parties to this Agreement must use their best endeavours to resolve questions in issue between them, by agreement, and will:

- a) Meet at reasonable times and places,
- b) State and explain their position on questions at issue to all other parties to the negotiations,
- c) Disclose all relevant and necessary information,
- d) Act openly and honestly,
- e) Not alter or shift the ground of negotiation by capriciously adding matters for consideration or excluding matters from consideration,
- f) Adhere to agreed negotiation procedures,
- g) Adhere to agreed outcomes and commitments,
- h) Use their best endeavours to meet agreed timetables.

9 COMMITMENT TO CORPORATE VALUES AND CULTURE

The employer and employees will actively support and demonstrate an on-going commitment to the Corporation's core values and culture which commit the Corporation to being:

- Outcomes-oriented

- Professional, responsible and accountable
- Innovative
- Service focussed
- Respectful
- Ethical

The organisational structure, processes and workplace practices identified in this Agreement will aid the development of this culture.

A survey will be undertaken periodically to help monitor the evolution and effectiveness of the values and culture.

10 TEAM BASED ORGANISATION STRUCTURE

Employees are committed to working largely independently, and to taking responsibility for achieving results, but are also committed to the use of a team based approach to work in a flat, responsive structure, that will provide flexibility, foster a high level of support between teams, help facilitate multi-skilling, and contribute to improved productivity through higher motivational levels.

- Teams will report directly to the Chief Executive Officer.
- Team structure may be reviewed by the Chief Executive Officer in consultation with employees.
- The Corporation will provide training to enhance team effectiveness.

11 CODE OF CONDUCT FOR EMPLOYEES & CORPORATE GOVERNANCE POLICY

Employees will apply behaviours supporting Corporation values through adoption of the Corporation's:

- Code of Conduct for Employees;
- Corporate Governance Policy; and
- the Performance Management System.

The **Code of Conduct for Employees** forms part of the conditions of employment for all employees and sets standards which employees are required to meet in carrying out their duties and dealings with others.

The Code:

- reinforces high standards of integrity, accountability, respect, professionalism, ethical conduct, and loyalty to stakeholder interests in the workplace;
- improves management effectiveness and increases productivity;
- helps employees resolve ethical dilemmas and improves job satisfaction;
- defines circumstances where disciplinary action may be justified; and
- assists in preventing inappropriate or unlawful behaviour.

It is the foundation for the employees' adoption of a role of fiduciary responsibility within the Corporation.

The Corporation's "**Corporate Governance Policy**" relies on directors, management and staff to fulfil their fiduciary responsibilities by striving at all times to achieve an appropriate balance between performance and risk taking in a way that is always consistent with the requirements of the SFMC Act. In so doing, they undertake to act in ways that enhance and protect the interests of key stakeholders who are defined as the Treasurer of South Australia, the South Australian and Police Superannuation Boards, administered schemes and approved authorities.

12 QUALITY AND STAKEHOLDER FOCUS

The Corporation's mission is "To provide a value-adding, cost effective investment service that enables South Australia's public sector superannuation schemes and public authorities to achieve their investment objectives". Employees are committed to the highest standards of service.

Employees agree to:

- pursue continuous improvement;
- use benchmarking and / or external sources to measure performance where appropriate;
- encourage on-going suggestions from all staff which have the potential to increase productivity, efficiency and performance;
- provide feedback to other employees about, and be recognised by the Corporation for, quality improvement measures;
- manage Corporation expenditure efficiently with a high level of diligence and integrity;
- pursue strategic and operational activities that add value to the Corporation and ensure a high level of stakeholder focus;
- communicate with key stakeholders and other parties in accordance with the communication plan;
- ensure the interests of stakeholders are protected and enhanced through identifying and taking measures to satisfy the needs of those stakeholders.

13 PERFORMANCE MANAGEMENT

Employees are committed to the attainment of the highest level of Corporation performance possible. To this end the Performance Management System will:

- identify desired outcomes and help motivate employees to plan and meet those outcomes;
- provide formal feedback about performance at least annually;
- include Personal Development Programs for individuals, in accordance with Training and Development Policy, to ensure the development of the required skills and competencies;
- cover corporate, individual and team performance;
- recognise both extrinsic and intrinsic rewards as motivational tools;
- use benchmarking / competency levels wherever possible; and
- foster the development of a culture where constructive, informal feedback is common place.

14 TRAINING AND DEVELOPMENT

The Corporation recognises that the nature of its business is such that training and development play a key role in enabling the Corporation to meet its objectives, and in particular seeks to achieve:

- the skilling of employees to achieve best practice standards and outcomes, and a professional and service focused outlook;
- innovation through the attainment of knowledge and idea sharing;
- flexibility and motivation, through multi-skilling and a team-based approach to work, and by ensuring employees have the confidence and job satisfaction through training and development to undertake their duties effectively.

The Corporation is committed to achieving these objectives through implementation of a Training and Development Policy that provides:

- an annual, structured, Personal Development Program for each employee that covers Corporate, operational and personal needs;
- a minimum training and development period of 35 hours per employee, per year;

- a commitment by the Corporation to ensuring equity of access and opportunity for all employees to training and development;
- the use of benchmarking and competency based training where appropriate; and
- an emphasis on learning, and a recognition that the application of different learning methods to a broad range of developmental activities will facilitate more rapid and effective outcomes.

Employees are committed to personal development and learning in the pursuit of continuous improvement, innovation, service excellence and higher job satisfaction levels, and agree to:

- bear a level of responsibility for their own personal and professional development;
- manage their own Personal Development Programs with the previously agreed financial, advisory and administrative support of the Corporation; and
- the continuous assessment and reporting of the effectiveness of Personal Development Program activities.

15 PROFESSIONAL MEMBERSHIP

The Corporation recognises the on-going contribution employees make to the Corporation through development arising from membership of Professional Associations.

It acknowledges that such membership provides access to structured, relevant training at discounted fees, generally to be undertaken by employees outside of ordinary working hours.

To this end the Chief Executive Officer may approve full reimbursement of the cost of relevant professional membership fees.

16 HOME BASED WORK

The Chief Executive Officer may approve arrangements which allow employees to work a proportion of their ordinary working hours from their private homes, to:

- provide greater flexibility for employees with dependants and other commitments; and
- contribute to higher productivity levels through greater flexibility, increased job satisfaction, reduced absenteeism, the retention of valued employees and the timely completion of tasks.

A home based work agreement may cover either:

- a set proportion of ordinary working hours, on a regular basis; or
- work on an irregular basis which is approved by the Chief Executive Officer on each occasion.

Approval to work from home will only be granted by the Chief Executive Officer, giving due consideration to the above aims and the ability of individuals to operate from home to improve performance, or at least to work without impinging on their operational commitments. The ability of the Corporation to provide its services without disruption is of paramount consideration in any decision to approve or not to approve a request to work from home. An approval may be withdrawn by the Chief Executive Officer or may be subject to conditions determined by the Chief Executive Officer after consultation with the employee.

This clause will not impact on the general terms and conditions of employment. However, in recognition of the need for flexibility, the reference to spread of hours and lunch break in clause 18, Hours of Work, will not apply to employees while working from home.

17 RECORDS OF ATTENDANCE

Within the context of the Corporation's outcomes-focussed performance management system, where employees are committed to achieving the objectives of corporate, team and individual performance plans, the recording of hours worked on a daily basis is unnecessary.

It is agreed:

- the recording of hours worked on a daily basis is generally *not* undertaken;
- the taking of leave is noted in individual leave records and a monthly summary sheet;
- time sheets are used by employees at or below a total remuneration level matching 300 work value points as documented in Schedule 1 during peak periods of work to allow payment for approved overtime or time-in-lieu; and
- the Corporation is committed to ensuring work loads are monitored and resourced appropriately.

In the event of the system not proving satisfactory to either the Corporation or employees, subject to consultation, daily timesheets may be reintroduced.

18 HOURS OF WORK

18.1 The ordinary working hours shall be an average of 37.5 hours per week, to be worked between 8.00 am to 6.00pm, Monday to Friday (excluding Public Holidays).

18.2 The office will be staffed from 8.30 am to 5.30 pm.

18.3 Teams will co-ordinate their own staffing, and are committed to the support of all staff, on a day-to-day basis within these parameters to:

- ensure the Corporation provides a professional and responsive service;
- ensure a reception service is provided between 8.30 am and 5.30 pm;
- ensure operational commitments are met; and
- afford employees some flexibility to meet personal commitments.

18.4 Employees will not be required to work more than 5 hours continuously without an unpaid interval of at least 30 minutes for a meal break, or for more than 10 hours in total in a 24 hour period.

18.5 Overtime and Time-Off-In-Lieu of Overtime

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

19 REMUNERATION

19.1 Basis

19.1.1 The Corporation's market-related remuneration structure is based on the Mercer Human Resource Consulting (Mercer) "Cullen Egan Dell" Job Evaluation System and Funds SA's remuneration structure adjusted for movements in SA Public Sector salaries and any changes to the prescribed charge percentage for compulsory employer superannuation (guarantee) contributions, required under the *Superannuation Guarantee (Administration) Act 1992*, as outlined in Schedule 1 and as amended from time to time.

19.1.2 Remuneration shall be defined as the total cost to the employer of payments to or on behalf of the employee, including salary, fringe benefits tax relating to salary sacrifice, compulsory employer superannuation contributions, employee salary sacrifice superannuation contributions and other salary sacrifice arrangements. Fringe benefits tax arising from work related activities will be met by the Corporation.

- 19.1.3 Salary shall be defined as the monetary component of remuneration.
- 19.1.4 Payments of annual leave loading, to which employees might otherwise have been entitled, were "bought out" by means of a salary increase in 1997, which is reflected in the total remuneration package.
- 19.1.5 On and from 1 July 2006 the remuneration for each position will be set by reference to the median remuneration corresponding to the work value points of each position, as detailed in Schedule 1 "Remuneration – Basis".

19.2 Remuneration Increases

- 19.2.1 After 1 July 2006, the average percentage change in salaries for SA Public Service positions AS01 to AS03, as negotiated between the SA Government and the Public Service Association, shall be applied to positions of less than 200 work value points and the average percentage change in salaries for SA Public Service positions AS04 to AS08, as negotiated between the SA Government and the Public Service Association, shall be applied to positions of 200 work value points or more. Such increases will take effect from the date of effect of the corresponding SA Public Service increase. The first such increase was effective 1 October 2006.
- 19.2.2 On and from approval of this Agreement, any increase in compulsory employer superannuation contributions required under the Superannuation Guarantee (Administration) Act 1992, will be applied to all positions from the date of effect.
- 19.2.3 Revised remuneration rates will be applied administratively to the Schedule 1 "Remuneration – Basis".

19.3 Remuneration Determination

- 19.3.1 The remuneration for each position will be as specified in Schedule 1 (subject to sub-clauses 19.3.2 to 19.3.7 of this Agreement).
- 19.3.2 Category 1 remuneration applies to employees who are appointed to a position within the Corporation *after* the date of approval of the 2004 Agreement (i.e. after 21 June 2004). Category 1 remuneration for each such employee will be the remuneration for the specific work value points of the position the employee is appointed to by the Corporation, as detailed in Schedule 1.
- 19.3.3 Bonus scheme payments under former Enterprise Agreements, to which employees employed on 20 June 2004 might otherwise have been entitled, were replaced by a 6% loading in 2004, which is reflected in the total remuneration package of Category 2 employees.
- 19.3.4 Category 2 remuneration applies to employees of the Corporation who were employed by the Corporation on 21 June 2004 under its Enterprise Agreement 2004. Category 2 remuneration for each such employee will be the Category 1 remuneration for the specific work value points of the position the employee is appointed to by the Corporation, as detailed in Schedule 1, plus 6%.
- 19.3.5 Based on an assessment by the Chief Executive Officer (which shall be made at least annually), the Corporation may set an employee's remuneration within a range of plus or minus 10% of the remuneration for the employee's remuneration category (as determined in sub-clauses 19.3.2 to 19.3.4 of this Agreement), and that position, specified in Schedule 1. Remuneration shall be determined by the Chief Executive Officer having regard to: the employee's experience and performance in the job; employment market demand for comparable positions; and any unusual long-term work demands.

The setting of an employee's remuneration around the median is to be reviewed at the end of each financial year.

Specifically with respect to assessing an employee's work performance for payment above the median, the Chief Executive Officer will give due consideration to assessing whether an employee is:

- Clearly outperforming on most roles, consistently above expectations;
- Creative / innovative and delivering practical and effective solutions which add value;
- Demonstrating leadership / mentoring to others;
- Embracing a proactive approach to work that is highly outcomes-focussed; and
- Demonstrating high level work output and work quality, which exceeds expected levels.

It is agreed that employees who are assessed by the Chief Executive Officer to be fully meeting the requirements of their position would receive remuneration at the median level.

To receive payment above the median on the basis of performance, an employee must also be demonstrating a high level of commitment to their team.

- 19.3.6 Substantive remuneration may only be lowered in accordance with the Corporation's Redress of Unsatisfactory Work Performance Procedures.
- 19.3.7 This sub-clause applies to "pegged employees".

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

A pegged employee will not be entitled to any increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.

Once the rate of pay for a pegged employee's position equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

- 19.3.8 Employees shall be able to access remuneration packaging (including car, car park, laptop computer, salary sacrifice superannuation etc.), provided that the proportion of total remuneration taken as gross salary is within the limits set by the SA Government. (as at 25th March 2010 - 50% of total annual earnings with the exception of superannuation. There is no limit on salary sacrifice for superannuation contributions to a complying fund).

19.4 Higher Duties Allowance

- 19.4.1 Where an employee is required to perform the duties of a higher position, for three or more consecutive working days, the employee shall be paid an allowance in addition to normal remuneration in accordance with the policy manual.

20 LEAVE

20.1 Annual Leave

- 20.1.1 An employee is entitled to accrue 12.5 hours of paid leave for recreational purposes for each completed month of service.
- 20.1.2 Annual leave is accrued on a pro-rata basis.
- 20.1.3 Accrued annual leave (if any) will be credited to the employee each month.
- 20.1.4 Annual leave is cumulative.

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

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

20.2 Excessive Annual Leave Balances

20.2.1 The Chief Executive Officer may direct an employee whose accumulated annual leave balance exceeds 1/13 of the nominal hours worked by the employee for the Corporation in the preceding 104 weeks, to take up to ¼ of the amount credited to the employee at the time the direction is given.

For example: The Chief Executive Officer may direct an employee who has worked 3,900 hours in the preceding 104 weeks (37.5 hours/wk), and whose accumulated annual leave balance exceeds 300 hours, to take up to 75 hours annual leave.

20.3 Personal / Carer's Leave

20.3.1 Personal/carer's leave is:

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

20.3.2 90 hours leave will be credited on 1 July each year for the purposes of **paid sick and carer's leave**.

20.3.2 Paid personal / carer's leave accrues on a pro-rata basis.

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

20.3.4 An employee is not entitled to take more than 45 hours **paid sick leave** during the first 6 months of service, or more than 90 hours **paid sick leave** during the first 12 months of service.

20.3.5 An employee is not entitled to take more than 37.5 hours **paid carer's leave** in the first 6 months of service, or more than 75 hours **paid carer's leave** in any 12 month period of continuous service.

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

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

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

20.4 Compassionate Leave

- 20.4.1 An employee (other than a casual employee) is entitled to a period of 15 hours paid compassionate leave on each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life; or
 - c) dies.

20.5 Long Service Leave

- 20.5.1 Until 30 June 2011, employees will, on completion of 10 years continuous service, be entitled to:
- 90 calendar days leave on full remuneration (or 180 calendar days leave on half pay) in respect of the first 10 years of continuous service; and
 - 9 calendar days on full remuneration (or 18 calendar days on half pay) in respect of each continuous years service thereafter until the 16th year of service, where 15 calendar days leave on full pay (or 30 calendar days leave on half pay) for the 16th year and each year thereafter will be granted.
- 20.5.2 From 1 July 2011 employees will be entitled to long service leave on the same basis and to the same extent as prescribed in the *Public Sector Act 2009* (SA), or revised SA public sector policy. This will not affect long service leave entitlements accrued before 1 July 2011.
- 20.5.3 Employees undertake to make reasonable efforts to take accruing long service balances. On completion of 10 years continuous service and before the completion of 13 years continuous service, an employee will be required, subject to organisational convenience, to take long service leave in respect of their entitlement for the first 10 years, unless special circumstances warrant the Chief Executive Officer to approve a request by an employee to take leave otherwise.
- 20.5.4 Before completion of every 5 years continuous service in excess of 10 years, an employee will be required, subject to organisational convenience, to take long service leave in respect of the balance of their entitlement, unless special circumstances warrant the Chief Executive Officer to approve a request by an employee to take leave otherwise.
- 20.5.6 The Chief Executive Officer may, subject to organisational convenience, permit an employee who has completed 7 (but less than 10) years effective service to take pro rata long service based on the number of years completed service.
- 20.5.7 An employee who has completed 7 (but less than 10) years effective service will be entitled, on termination of employment, to payment in lieu of pro rata long service leave, based on the number of years completed service.

20.6 Special Leave

- 20.6.1 Other Special Leave Without Pay and Special Leave With Pay may be granted, on application, by the Chief Executive Officer.

20.7 Paid Maternity Leave and Paid Adoption Leave

- 20.7.1 This clause takes effect from the date of approval of this Agreement.
- 20.7.2 Subject to clause 20.7.3 an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or prior to taking custody of an adopted child (as applicable), shall be entitled to 16 weeks paid maternity or adoption leave (as applicable)

- 20.7.3 After 14 January 2011 an employee who, at the time of taking paid maternity or adoption leave in accordance with sub-clause 20.7.2, and who 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 an additional two (2) weeks paid maternity or adoption leave (as applicable).
- 20.7.4 The total of paid leave and unpaid parental leave is not to exceed 104 calendar weeks.
- 20.7.5 Leave entitlements under sub-clauses 20.7.2 and 20.7.3, will be paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date the maternity / adoption leave commences. The paid maternity / adoption leave is not to be extended by public holidays, or any other leave falling within the period of paid leave.
- 20.7.6 Part-time employees will have the same entitlements as full-time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months.
- 20.7.7 This clause operates notwithstanding the *Paid Parental Leave Act 2010* (Cth) effective from 1 January 2011.

21 ENVIRONMENTAL AWARENESS

Employees agree to adopt cost effective work practices that foster care for the environment.

Where economically feasible, employees will re-use or recycle printed material. The quantity of printed material used will be reduced through better planning and the recording of some information on alternative non-print mediums.

The development of a culture of environmental awareness will also contribute to practices allowing the minimisation of energy consumption.

22 HEALTHY, SAFE & EQUITABLE WORK PRACTICES.

Employees agree to apply the Corporation's Occupational Health Safety and Welfare and Equal Opportunity and Prevention of Harassment Policies, and to take every reasonable action possible to ensure a healthy, safe and equitable workplace.

23 TERMINATION OF EMPLOYMENT

23.1 Notice of Termination by Employer

- 23.1.1 In order to terminate the employment of an employee, the employer shall give the employee at least 4 weeks notice.

The period of notice given by the employer shall be increased by 1 week if the employee is over 45 years of age and has completed at least one year of service with the employer.

- 23.1.2 Payment in lieu of the notice prescribed shall be made if the appropriate notice period is not given.

- 23.1.3 The period of notice in this clause shall not apply:

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

23.2 Notice of Termination by Employee

23.2.1 In order to terminate employment, an employee shall give the employer the following notice, or a lesser period as agreed between the Chief Executive Officer and the employee.

Period of Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year	at least 2 weeks

23.2.1 The period of notice in this clause shall not apply:

- to casual employees;
- to employees engaged for a specific period of time/task(s).

23.3 Time Off During Notice Period

Where the employer has given notice to an employee, the employee shall be allowed up to one day's time off without loss of remuneration for the purpose of seeking other employment.

23.4 Statement of Employment

The employee shall, upon request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the type of work performed by the employee.

23.5 Payment in Lieu of Notice

23.5.1 In calculating the payment in lieu of notice, the remuneration the employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her period of employment not been terminated shall be used.

23.5.2 The period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement.

24 REDUNDANCY

24.1 Definitions

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

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

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

24.2 Period of Notice of Termination on Redundancy

If the services of an employee are to be terminated due to redundancy, such employee shall be given notice of termination as prescribed by clause 23 of this Agreement.

24.3 Severance Pay

24.1.1 In addition to the period of notice prescribed for termination in clause 23 an employee whose employment is terminated by reason of redundancy as per 24.1 (iii), and who has not accepted an offer of alternative employment with Funds SA or another SA Public sector agency under similar terms and conditions as per 24.1 (i) and (ii), shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

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

24.4 Employees with Less Than One Year of Service

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

24.5 Employees Exempted

This clause shall not apply:

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

25 PROCESSES FOR PREVENTING AND SETTLING DISPUTES

25.1 Conciliation

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

- a) The parties to the dispute or likely dispute must genuinely attempt to resolve the dispute at the workplace level;
- b) The conciliation process must proceed without delay and it is expected that as far as possible, the issues or matters in dispute (from the perspective of each party) will be aired and discussed openly, with a view to a fair and reasonable exchange of views in good faith;
- c) The employee must be given an opportunity to nominate, from time to time, a person to represent the employee's interest in the dispute and, if a person is nominated, that person must be allowed to take part in the conciliation process (together with, or in place of, the employee) in accordance with the employee's wishes;
- d) Attempts to resolve the matter must commence as soon as reasonably practicable (and, whenever possible, within 24 hours of the dispute arising) by discussion between the employee (and/or their representative) and the person to whom the employee is immediately responsible or the person who carries the lowest level of responsibility appropriate to the nature of the dispute;
- e) If the dispute remains unresolved, the employee may request that the dispute be referred to the Chief Executive Officer who must arrange a conference among the relevant parties for the purposes of endeavouring to resolve the dispute by agreement;
- f) Emphasis is to be placed on a negotiated settlement. If a dispute arising from any industrial matter, including a dispute arising under this agreement, is unable to be resolved at the workplace and all steps for resolving the dispute as detailed above have been exhausted, or the Chief Executive Officer is a direct party to the dispute,

the dispute shall be referred to the Industrial Relations Commission of South Australia;

- g) The Industrial Relations Commission of South Australia may exercise its jurisdiction to assist in the resolution of the dispute pursuant to and in accordance with Schedule 1 of the Commercial Arbitration and Industrial Referral Agreements Act 1986 (i.e. this sub-clause acts as a “referral agreement”). This includes conciliation, mediation and/or arbitration;
- h) The Commission may make such recommendations or a binding determination or order as necessary to assist in resolution of the dispute; and
- i) For the purposes of this clause, “industrial dispute” or “industrial matter” has the same meaning as in the *Fair Work Act 1994* (SA).

25.2 Continuation of work during dispute

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

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

25.2.2 In directing an employee to perform other available work, the Chief Executive Officer must have regard to:

- a) the provisions (if any) of the law of South Australia dealing with occupational health and safety that apply to that employee or that other work; and
 - b) whether that work is appropriate for the employee to perform.
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SIGNATORIES TO AGREEMENT

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

Witness**Date**

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/ /

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

Witness

/ /

/ /

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

Witness

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/ /

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

Witness

/ /

/ /

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

Witness

APPENDICES

SCHEDULE	NUMBER
Remuneration - Basis	1

SCHEDULE 1 - REMUNERATION – BASIS**JOB EVALUATION AND REMUNERATION SYSTEM****JOB EVALUATION**

The Corporation uses the Mercer Human Resource Consulting (Mercer) "Cullen Egan Dell" proprietary job evaluation system to evaluate each job. Up-to-date job descriptions outlining duties, skills, tasks and communication requirements are scored by the Chief Executive Officer, Manager Administration and HR, Chief Financial Officer, and where appropriate an independent consultant, for levels on each of the following characteristics:

Expertise

- Knowledge, and experience
- Breadth
- Interpersonal Skills

Judgement

- Job environment
- Reasoning

Accountability

- Impact
- Independence & influence
- Involvement

REMUNERATION

Category 1 Remuneration on and from 1 July 2006 applies to employees employed under the SFMC Enterprise Agreement 2004 and subsequent agreements, and who commenced employment after 21 June 2004. Category 2 remuneration applies to employees employed under the former SFMC Enterprise Agreement 2004 on the day of its approval – 20 June 2004, and equals Category 1 Remuneration plus 6% (bonus scheme payments under former Enterprise Agreements, to which employees employed on 21 June 2004 might otherwise have been entitled, were replaced by a 6% salary increase in 2004, which is reflected in the total remuneration package of Category 2 employees). Job evaluation scores and Category 1 and 2 Remuneration, effective from 1 October 2010, for each position covered by this agreement, are as follows:

EFFECTIVE DATE	TOTAL WORK VALUE SCORE	First full pay period on or after 1/10/2010		First full pay period on or after 1/10/2011	
		1	2	1	2
Administration Assistant - Trainee	95	\$42,461	\$45,009	\$43,523	\$46,134
Administration Assistant	106	\$44,715	\$47,398	\$45,833	\$48,583
Administration Officer	149	\$53,692	\$56,914	\$55,034	\$58,336
Accounting Officer	157	\$55,351	\$58,672	\$56,735	\$60,139
Graduate Officer	180	\$60,148	\$63,757	\$61,652	\$65,351
Executive Assistant	220	\$68,330	\$72,430	\$70,038	\$74,240
Performance and Reporting Analyst	239	\$72,171	\$76,501	\$73,975	\$78,414
Investment Analyst	239	\$72,171	\$76,501	\$73,975	\$78,414
Implementation Accountant	308	\$86,229	\$91,403	\$88,385	\$93,688
Fund Accountant	308	\$86,229	\$91,403	\$88,385	\$93,688
Snr Performance and Reporting Analyst	344	\$95,449	\$101,176	\$97,835	\$103,705
Manager, Administration and HR	393	\$108,586	\$115,101	\$111,301	\$117,979
Manager, Fund Accounting	393	\$108,586	\$115,101	\$111,301	\$117,979
Manager, Implementation Services	412	\$114,399	\$121,263	\$117,259	\$124,295
Manager, Compliance and Risk	412	\$114,399	\$121,263	\$117,259	\$124,295
Investment Manager	412	\$114,399	\$121,263	\$117,259	\$124,295

Notes:

1. Employee remuneration will be determined as Category 1 or Category 2 as detailed in sub-clauses 19.3.2 to 19.3.4 of the Agreement.
2. The actual remuneration paid to an employee will be set by the Chief Executive Officer within –10 to +10 % of the position's Schedule 1 remuneration, as detailed in sub-clauses 19.3.5 to 19.3.7 of the Agreement.
3. The remuneration figure includes all costs to the employer other than payroll tax, WorkCover premiums, etc. It includes salary, PAYG tax, superannuation contributions, FBT relating to salary sacrifice etc.
4. This salary schedule will operate, from 1 October 2010, subject to approval of the Agreement, and will be revised to reflect subsequent remuneration increases effected in accordance with sub-clause 19.2.1 and 19.2.2 of the Agreement.