



The Agreement Explained

The proposed Agreement has been provided to the Australian Services Union – SA & NT Branch (ASU), the Public Service Association of SA (PSA) and to all Assistants to Members of the South Australian Parliament. Negotiations have taken place between Electorate Services and the Industrial Relations and Policy Branch within the Department of Treasury and Finance on behalf of the declared employer, the Chief Executive of the Department of Treasury and Finance, the ASU, and the PSA in relation to the content of the proposed Agreement. A ballot of Assistants to Members of the South Australian Parliament to determine support for the proposed Agreement is to take place. If a majority of employees who vote in support of this proposed Agreement (i.e. vote Yes), an application under the *Fair Work Act 1994* will be made to the South Australian Employment Tribunal (SAET) for approval. The Agreement will only have effect if it is approved by the SAET.

This explanatory document:

- Should be read in conjunction with the current Agreement which can be found on the SAET website at www.saet.sa.gov.au and the proposed Agreement which can be found at <https://www.treasury.sa.gov.au/Our-services/industrial-relations/enterprise-bargaining/assistants-to-the-members-of-the-south-australian-parliament-enterprise-agreement>. You can also obtain a copy from your Human Resources Section.
- Explains the effect of the terms of the proposed *Assistants to the Members of the South Australian Parliament Enterprise Agreement 2021* (the proposed Agreement).
- Identifies differences between the proposed Agreement and the *Assistants to Members of the South Australian Parliament Enterprise Agreement 2019* (the current Agreement).
- Identifies the procedures in the proposed Agreement for preventing and settling industrial disputes.
- Indicates whether any term of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees.
- Informs employees of their rights to be represented in relation to proceedings for approval of the proposed Agreement.

Clause 1 Enterprise Agreement

There is no change to this clause, other than deleting the word 'Standards' and 'Circulars', as Commissioner's Standards and Circulars are no longer in effect, and changing the word 'Government' to 'employer' as the Government is not a party to the enterprise agreement. This clause identifies the proposed Agreement, and the part of the *Fair Work Act 1994*, under which it is made. The term of the proposed Agreement is for a three (3) year period commencing from date of approval in the SAET.

Clause 2 Objects and Commitments

There is no change to this clause. It outlines the objects of the proposed Agreement to effect salary increases, the commitment of the parties to the continued evolution of the SA public sector as a dynamic and customer responsive entity, recognition that a number of initiatives have and will continue to be introduced to improve efficiency and effectiveness of the service provided by Assistants, and the consultation which is to take place in the development and implementation of a reform and change program.

Clause 3 Interpretation

There is no change to this clause. The meanings of some of the most often used words or terms within the proposed Agreement are explained in this clause. This clause also provides that the proposed Agreement is to be read and interpreted in conjunction with the *Personal Assistants to the Members of the Parliament of South Australia 1989 Award*. The terms of the proposed Agreement (including the Appendices) will prevail over the terms of the Award where there is any inconsistency.

Clause 4 Parties Bound

There is no change to this clause, other than deleting the words 'within Government' as the Government is not a party to the enterprise agreement. It specifies the employer, who is currently the Chief Executive, Department of Treasury and Finance, employees and employee associations which are to be bound by the proposed Agreement.

Clause 5 Other Enterprise Agreements

There is no change to this clause. It specifies that upon commencement of the term of the proposed Agreement, the current Agreement will be superseded.

Clause 6 Salary Adjustments

This clause is amended by providing that there will be three (3) salary increases. The first salary increase is effective from the first full pay period commencing on or after 1 October 2021. The second salary increase will be from the first full pay period on or after 1 October 2022, and the third salary increase will be from the first full pay period commencing on or after 1 October 2023.

Clause 7 Salary Packaging Arrangements

There is no change to this clause. It provides for salary sacrifice arrangements and remains unchanged.

Clause 8 Paid Maternity Leave and Paid Adoption Leave

This clause is amended (i.e. Clause 8.9 only) to enable prospective parents who work in the SA public sector, rather than just persons covered by this Enterprise Agreement, to share the applicable maternity and adoption leave. There are no other changes to the current provisions contained within the current clause. This clause details the entitlements and conditions for paid maternity, paid adoption leave, and surrogacy arrangements. It is largely in the same terms as the current clause.

Clause 9 Return to Work on a Part Time Basis

There is no change to this clause. It provides for an employee, if agreed between the Member and the employee (and approved by the employer), to return to work on a part time basis at the employee's substantive level until the child's second birthday.

Clause 10 Paid Partner Leave

There is no change to this clause. It provides an entitlement for an employee (other than a casual) to access up to 10 working days (pro rata for part-time employees) of their accrued sick leave on the birth or adoption of a child/ren for whom they have direct care responsibility. The leave is to be taken as full working days and within 3 months of the birth or adoption of the child/ren.

Clause 11 Domestic / Relationship Violence Leave

There is no change to this clause. It acknowledges that Regulation 9(8) of the *Public Sector Regulations 2010* operates to provide domestic/family violence leave of up to 15 days per annum of special leave with pay to all public sector employees including Assistants.

Clause 12 Worklife Flexibility

This clause is amended to include a work from home arrangement. It provides for an employee, if agreed between the Member and employee (and approved by the employer), to enter into a Voluntary Flexible Working Arrangement to balance work and other (including family) commitments.

Clause 13 Reimbursement of Reasonable Child Care Costs

There is no change to this clause. Reimbursement of reasonable childcare costs in certain circumstances where an employee, other than a casual employee, is directed by the Member with less than 24 hours' notice, to work outside of their ordinary hours of work is provided for in this clause.

Clause 14 Reimbursement of Reasonable Travel Costs

There is no change to this clause. This clause provides for the reimbursement of travelling costs in certain circumstances 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 the ordinary timetabled operating hours of public transport. Arrangements and entitlements are specified.

Clause 15 Reimbursement for use of Private Vehicle for Work Related Purposes

There is no change to this clause. It outlines the arrangements and entitlements for reimbursement of mileage and parking fees, where incurred, when an employee is requested by the Member to use their private vehicle to conduct official business. It specifies that no employee can be required to use their private vehicle for work related purposes.

Clause 16 Family Carer's Leave

There is no change to this clause. It provides access to employees of up to 10 days of their normal sick leave entitlement in any one year to provide support for a sick family member.

Clause 17 Training and Skills Development

This clause is amended to maintain the existing Study Assistance Agreement, rather than require the parties to agree to implement a new Study Assistance Agreement, and to provide for the Training Working Party to meet quarterly. There has been a change to the numbering.

Clause 18 Recognition of Prior Service for Salary Determination

There is no change to this clause. It provides for an employee's relevant prior service in the electorate or Ministerial office of a State or Federal Member to be recognised for salary determination purposes upon commencement of employment as an Assistant.

Clause 19 Higher Duties Allowance

There is no change to this clause. It provides for a higher duties allowance to be paid when an employee is directed by a Member to perform specified duties of a higher classification.

Clause 20 Engagement of Assistants and Notice Requirements

There is no change to this clause, other than changing the word 'Government' in clause 20.10 to 'employer', as the Government is not a party to the enterprise agreement. The clause specifies the arrangements for an Assistant, other than a temporary Assistant, who is employed for the life of the Parliament for so long as the Member to which he/she is assigned remains the Member for the electorate nominated at the time of appointment or a Member of the Legislative Council and the notice (or payment in lieu of notice) provisions when an Assistant's employment is terminated in prescribed circumstances. The clause also specifies the arrangements associated with the engagement of a temporary Assistant.

Clause 21 Consultative Processes

There is no change to this clause other than changing the word 'Government' in clause 21.1.6 to employer, as the Government is not a party to this enterprise agreement. It provides a commitment to consultative principles and remains unchanged from the current Agreement.

Clause 22 Grievance and Dispute Avoidance Procedures

There is no change to this clause. It details the process for dealing with any disputes that may occur during the life of the Agreement.

Clause 23 Enforcement

There is no change to this clause. This clause provides that in particular circumstances a registered association may seek redress to the SAET should it reasonably believe that there is a purported breach or non-compliance with the proposed Agreement.

Clause 24 Employee Representatives

There is no change to this clause other than reflecting the change to the Commissioner's Standard 3.3. As Commissioner's Standards are no longer in effect, it has been issued as the *Determination and Guideline of the Commissioner for Public Sector Employment: Employment Relations*. It outlines roles, responsibilities and entitlements applicable to employee representatives.

Clause 25 Respectful Behaviours

There is no change to this clause. It recognises that a respectful workplace is one where employees can feel safe and are treated fairly, and that such workplaces are both more productive and more efficient.

Clause 26 Cultural and Community Responsibilities Leave

There is no change to this clause. It provides for employees to access up to 15 days special leave to fulfil community, ceremonial, family, funeral and/or cultural responsibilities. The clause is consistent with the *Commissioner for Public Sector Employment, Determination 3.1: Employment Conditions – Hours of Work Overtime and Leave* and is part of the existing general special leave with pay provisions not a further 15 days.

Clause 27 Variations

There is no change to this clause. It details the process for varying the Agreement and provides that any party may advise the other parties if it is believed that a variation is required by reason of ambiguity or uncertainty and that the other parties will respond within 28 days. It recognises that an Enterprise Agreement may be varied by the SAET.

Clause 28 Renegotiation Protocols

This clause is amended to enable negotiations for a new enterprise agreement to commence no earlier than 1 April 2024.

Clause 29 No Extra Claims

There is no change to this clause. It recognises that the proposed Agreement is the primary vehicle for the application of salaries and conditions for employees covered by the Agreement. It provides a commitment that, for the term of the Agreement, no further claims will be pursued within the parameters of the Agreement, except where consistent with the State Wages Case Principles.

Appendix 1 Salaries

The Appendix details the salary rates applicable during the life of the proposed Agreement.

Appendix 2 Position Criteria

There is no change to this Appendix. It details the position criteria for Assistants Level 1 and Level 2.