



File No: T&F19/3333
Doc No: TF21D03778

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6 October 2021

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(SENT TO: RELEVANT EMPLOYEE REPRESENTATIVE ORGANISATIONS AND AGENTS)

WITHOUT PREJUDICE

TERMS OF OFFER
SOUTH AUSTRALIAN PUBLIC SECTOR ENTERPRISE AGREEMENT: SALARIED 2021

I refer to various general and other meetings and discussions, and correspondence, concerning negotiations for a new enterprise agreement to replace the current Salaried Enterprise Agreement.

The attached 'Terms of Offer' (Offer) is made as a total 'package offer' for a new *South Australian Public Sector Enterprise Agreement: Salaried 2021* (Salaried Agreement 2021). It has regard to the various claims made by unions and employee bargaining representatives, and to the various discussions and negotiations concerning a new agreement. The Offer is contingent on the finalisation of formal terms of an enterprise agreement, acceptance by a majority of employees who vote during a ballot process, and requisite approval by the South Australian Employment Tribunal (SAET) pursuant to the *Fair Work Act 1994*.

For convenience, the following are key aspects of the Offer:

- Three year agreement from date of approval by SAET and negotiations for a new agreement to commence no earlier than 3 months prior to its nominal expiry;
- 4 x 1.5% p.a. general salary increases from the first full pay period commencing on or after 1 August 2021, 1 August 2022, 1 August 2023 and 1 August 2024;
- One-off payment of \$1000 – (subject to conditions and criteria; pro-rata for part time and temporary/term contract employees; and excluding casuals);
- Increases to on-call rates and allowances consistent with general salary increases and operative dates;
- Sharing of paid maternity or adoption leave when both parents are employed within the SA Public Sector, subject to all other provisions within the current clause 13.3.7;
- Clarifying the rate of pay for paid maternity or adoption leave when an employee has been transferred to a safe job or taken "no safe job leave" immediately prior to commencing paid maternity or adoption leave;
- 6 weeks paid long term foster or legal guardianship leave for an employee who is the primary carer in accordance with the *Children and Young People (Safety) Act 2017* (subject to criteria);
- Vary the "Transfer to a Safe Job" clause to address the applicable rate of pay and conditions when a transfer takes place or "paid no safe job leave" is taken;
- Redeployment, retraining and redundancy provisions that maintain current time periods and case management arrangements concerning employees declared as 'excess' or 'redundant' whilst removing pre-declaration processes and obligations imposed on the statutory role of the Commissioner for Public Sector Employment;
- Graduate employees to have their engagement as a term employee extended for a

period of up to 12 months duration (total engagement not to exceed 24 months) subject to successfully completing their study component; satisfactory performance appraisals and upholding the public sector values; and

- Continuation of mental health first aid training and refresher training.

In addition to the above and forming part of the Offer, but not for inclusion in the proposed Salaried Agreement 2021, the declared employer will write to the Commissioner for Public Sector Employment confirming support for an amendment to Commissioner's Determination 3.1 to the effect of providing a further 5 days special leave with pay per annum for volunteers of emergency services organisations when deployed as part of an emergency service response to support South Australian communities (subject to criteria).

Should you require clarification or wish to discuss any of the matters in this offer, please contact Simon Johnson, Director, Enterprise Bargaining on 0466 365 133.

Please note that this offer is also being provided to other employee representative organisations and agents.

Your response to the Terms of Offer would be welcomed by 12.00pm, 15 October 2021 or shortly thereafter.

Yours sincerely

Chief Executive, Department of Treasury and Finance

(Declared employer of public employees pursuant to the *Fair Work (General) Regulations 2009*)

per:



Simon Johnson

**DIRECTOR, ENTERPRISE BARGAINING
INDUSTRIAL RELATIONS AND POLICY BRANCH**

Attachment: Terms of Offer: Proposed South Australian Public Sector Enterprise Agreement: Salaried 2021

Terms of Offer for a new South Australian Public Sector Enterprise Agreement: Salaried 2021

This without prejudice Terms of Offer (Offer) is made as a 'total package offer' in full settlement of all claims made for a new *South Australian Public Sector Enterprise Agreement: Salaried 2021* (Salaried Agreement 2021), consequent on the various claims made by the associations and employee representatives, and the discussions that have occurred with a view to developing a new agreement.

The Department of Treasury and Finance, Industrial Relations and Policy Branch, on behalf of the declared employer, reserves the right to vary, withdraw or correct any unintended aspect of this Offer. The Offer is subject to the finalisation of formal terms of a new Salaried Agreement 2021, acceptance, and requisite approval by the South Australian Employment Tribunal (SAET) pursuant to the *Fair Work Act 1994*.

Except where indicated, the following proposals outline the nature or intended effect of each aspect of the offer on the basis that, where applicable, issues of detail or clarification can be the subject of further discussion in the finalisation of the terms of an enterprise agreement to become the subject of requisite *Fair Work Act 1994* approval processes.

Period of Agreement

It is proposed that a new Salaried Agreement 2021 will come into effect on the date of approval by the South Australian Employment Tribunal (SAET) and will be operative on and from the date of approval by the SAET for a nominal period of three years.

Negotiations for a new enterprise agreement will commence no earlier than three months prior to the nominal expiry date of the Salaried Agreement 2021.

Except where otherwise indicated, it is proposed that the operative date of the provisions in the proposed Salaried Agreement 2021 will be the date of approval by the SAET.

Objects and Commitments

It is proposed to update and vary the current clause by adding a commitment to ongoing employment as the primary form of public sector employment (currently at clause 10 of the current agreement).

Parties Bound

It is proposed to amend the parties bound clause to update the names of agencies and attached offices; include Regional Landscape Boards, Office for the Commissioner for Children and Young People, South Australian Housing Authority and remove Visiting Dental Specialists and Senior Visiting Dental Specialists.

Salary and Wage Adjustments

Four annual salary increases comprised of 1.5% per annum operative on and from the first full pay period commencing on or after 1 August 2021, 1 August 2022, 1 August 2023 and 1 August 2024.

One-off Payment

It is proposed to provide a one-off payment of \$1000 – for employees (other than casuals) subject to conditions and criteria, including *pro rata* for part-time and temporary/term contract employees, payment will not count for any other purpose whatsoever, applicable date of employment for

eligibility, employee acceptance of this Offer and approval by the SAET of a Salaried Agreement 2021, and payable as soon as reasonably practicable (preferably within 3 months) after approval.

Operational Services Classification

It is proposed to revise the Operational Services Classification (OPS) Level 4 to provide an equivalent increment to the Administrative Services Stream (ASO) Level 4 increment 4, to come into effect from the first full pay period commencing on or after the date of approval by the SAET for a new Salaried Agreement 2021.

Allowances

It is proposed to increase allowances (i.e. on-call and other allowances in the agreement) commensurate with the proposed salary increases and dates of operation.

Graduate Employment

It is proposed to rename the current "Ongoing Employment" clause to "Graduate Employment" and amend the clause to only address an employee who is engaged as a graduate.

It is proposed that when an employee has been engaged as a graduate and has successfully completed their study component, has satisfactory performance appraisals throughout their employment, and upholds the public sector values, the employee will be offered to have their engagement as a term employee extended for a period of up to 12 months at their same level (but not so as to exceed a total period of engagement of 24 months) pursuant to section 45(3)(d) of the *Public Sector Act 2009* from the date of completion of the study component, and a formal letter of extension of the engagement will be provided to the employee.

For the purposes of the clause it is also proposed to include:

- a definition of 'engaged as a graduate' to the effect that the employee has been engaged by an agency under a formal program for the engagement of university graduates;
- an employee 'engaged as a graduate' will be considered to have already undertaken a merit based engagement process when being considered for assignment to an ongoing position at the same level or accepting other public sector employment at the same level; and
- nothing in the clause precludes a graduate from being assigned to an ongoing position or accepting other public sector employment during the 12 month extension of employment.

Redeployment, Retraining and Redundancy

It is proposed to retain Appendix 1: Redeployment, Retraining and Redundancy in a revised form. In effect, it will be confined to employees declared as excess (or redundant). Current time periods are retained, and case management arrangements are largely retained, as are arrangements for a one off \$15,000 lump sum for early acceptance of a voluntary redundancy payment as detailed in the DTF Guideline – Targeted Voluntary Separation Packages (TVSP) for salaried employees.

The revised Appendix 1 will no longer address what occurs before declaring an employee excess, nor impose obligations on the statutory role of the Commissioner for Public Sector Employment (CPSE). Obligations on the declared employer have been included. The dispute clauses have been consolidated into one clause. Definitions applicable to Appendix 1 have been included for 'agency', 'chief executive' 'declared employer', 'excess employee' 'redundant employee' and 'template'.

Paid Maternity Leave and Paid Adoption Leave

It is proposed to vary the clause to allow for sharing of the paid leave when both parents are employed within the SA Public Sector, subject to all other provisions within the current clause 13.3.7.

It is also proposed to vary the clause to provide that an employee who has been transferred to a safe job or is on safe job leave, will on commencement of paid maternity or adoption leave be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other payments) for the position and number of contracted hours the employee held immediately prior to the applicable 'safe job' transfer or 'no safe job' leave.

Transfer to a Safe Job

It is proposed to vary the clause to provide to the following effect:

- For the purposes of the clause an appropriate safe job is one that has the same hours of work (unless agreed otherwise by the employee), and entitlements and employment conditions as the employee's position prior to transfer;
- During the period of transfer to a safe job the employee is to be paid for the same number of contracted hours of work (unless agreed otherwise) as the employee's position prior to transfer; paid at the same pre-transfer rate of pay (including all allowances) applicable to the employee's pre-transfer position; and if any overtime and/or penalty hours are worked in the transferred role, the overtime or penalty hours worked are to be paid at the rate applicable to the employee's pre-transfer position; and
- If no suitable job or position is available and the employee is entitled to paid 'no safe job leave', the employee is to be paid at the base pay rate and for the same number of contracted hours for the position held immediately prior to the commencement of that leave.

Long Term Foster Carer's Leave

It is proposed to insert a new provision of 6 weeks paid long term foster or legal guardianship leave (subject to criteria and conditions) for an employee (other than a casual) who has completed 12 months service and becomes the primary carer of the child to establish parent-child relationships. To be eligible for this leave the employee is to provide evidence of being an approved long-term carer and the long-term care plan for the child that has been approved in accordance with Part 3 of the *Children and Young People (Safety) Act 2017*. This provision is to be taken to apply for all children under long-term care at the date of application and is only to apply once per child/ren. It will be paid on a pro-rata basis for part-time employees based on the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

Workload Management

It is proposed to insert an additional subclause to clarify that a grievance or dispute concerning workload will not apply to an employee who initiates a right of review, under section 62 of the *Public Sector Act 2009*, for the same workload issue.

Work Health and Safety

It is proposed to insert a new subclause within the Work Health and Safety clause regarding the employer's commitment to ensuring employees are treated with integrity and respect, and have a right to work in an environment free from harassment, including sexual harassment and bullying. Harassment and bullying behaviours are not to be tolerated under any circumstances.

Mental Health First Aid Training

It is proposed that an agency will continue to facilitate the participation of employees (up to the total number of health and safety representatives and first aid officers at the workplace) in Mental Health First Aid Australia (MHFAA) accredited Standard Mental Health First Aid (MHFA) training programs or refresher training programs at the agency's expense, subject to operational and business requirements.

Endorsed Supervision Training – Psychologists

It is proposed to amend Schedule 1.2A and Appendix 6 of the current Agreement regarding endorsed supervision training for psychologists to reflect the interpretation of the Full Bench of South Australian Employment Court in *CE DPC v Wigg & Ors* [2019] SAET 23.

Allied Health Assistants

It is proposed to amend Appendix 10: Allied Health Assistants (AHA) to include Radiographers and Radiotherapists in the list of Allied Health Professionals assisted by an AHA for the purposes of the Appendix and the wording in the work level definition for an AHA Level 3 from 'undertake all of the following' to 'undertake a range of the following' at the seventh dot point.

Reviews

Reviews are proposed in relation to Operational Services and Professional Officers and employees within the South Australian State Emergency Service and the South Australian Country Fire Service. The objectives are that the parties reach agreement on the outcomes of the reviews, achieve consistency, and for the reviews to be conducted in keeping with the consultation obligations of the agreement.

Operational Services and Professional Officers

It is proposed the parties to the enterprise agreement will review the Operational Services Stream and Professional Officers Stream classification materials during the term of the enterprise agreement. The objective of the review is to update the classification streams and achieve cost neutrality, recognising the current work value of the Work Level Definitions and reflecting the CPSE Classification Standards. The review may also include exploration of the inclusion of the Technical Grade Officers Stream into the Operations Services stream, and recognition and progression matters related to that stream.

CFS/SES commitment to WFA during life of EA

It is proposed the parties to the enterprise agreement agree to review and implement provisions that address terms and conditions and classifications, including during operational incidents, for employees in the South Australian State Emergency Service and the South Australian Country Fire Service. The objective is for the review to be progressed to conclusion within twelve months of the approval of the enterprise agreement and it may be implemented by a Workplace Flexibility Agreement under the terms of clause 23 of the current enterprise agreement. The parties may seek the assistance of the SAET to progress the review.

Obsolete clauses and terminology changes

It is proposed to update clauses and appendices within the agreement with relevant terminology changes. The following clauses, appendices and schedules in the current agreement have either been amended to clarify current provisions or removed provisions that are no longer required and/or are obsolete:

- Clause 33: No Extra Claims
- Clause 34: Consultative Processes – subclause 34.2 and 34.3 regarding review of consultation processes
- Clause 39: Reviews
- Clause 40: ASO1 Classification Audit
- Clause 41: Additional Injury and Income Protection for Work Injured
- Clause 42: Transition Arrangements
- Clause 42: Renegotiation – provisions included in clause 6
- Schedule 1.17 Visiting Dental Staff Agreement
- Appendix 3, 4, 5, 6, 7, 8, 9 and 10.

Separate from the enterprise agreement

Special leave arrangements – Emergency Services Leave

It is proposed that the declared employer will write to the Commissioner for Public Sector Employment to the effect of advising the declared employer's support for an amendment to Commissioner's Determination 3.1 to provide a further 5 days special leave with pay per annum for volunteers of emergency services organisations when deployed as part of an emergency service response to support South Australian communities (subject to criteria).

Interpretation: A reference in this Offer to a payment to be made will be taken to being subject to the payment being effected within a reasonably practicable time after an agreement is approved by SAET or a payment is due, and first priority will be given to implementation of the one-off payment prior to changed salary rates giving effect to other payment/s.

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