

The proposed new *South Australian Public Sector Enterprise Agreement: Salaried 2021* (2021 Agreement):

- was negotiated pursuant to the *Fair Work Act 1994* (SA) (FW Act) and is subject to approval by the South Australia Employment Tribunal (SAET);
- will replace the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017* (2017 Agreement);
- will cover the general salaried group of South Australian public sector salaried employees; and
- will take effect from the date it is approved by the SAET and will nominally expire three years from that date.

If a majority of employees covered by the proposed agreement who vote during the ballot vote in favour of this proposed agreement (i.e. vote 'Yes'), an application will be made to the SAET for the proposed agreement to be approved. The proposed agreement only has effect when it is approved by the SAET.

This Agreement Explained document:

- explains the effect of the terms of the proposed agreement that differ from the 2017 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; and
- informs employees of their rights to be represented in relation to proceedings for approval of the proposed 2021 Agreement.

Further Information

The current agreement and the proposed 2021 Agreement can be found at [Department of Treasury and Finance | Wages Parity Enterprise Agreement: South Australian Modern Public Sector Salaried Employees](#), or by contacting the Human Resources Section in your agency. The relevant awards can be found on the SAET website at: www.saet.sa.gov.au.

Clause 1. Enterprise Agreement

It is proposed that the agreement be titled the *South Australian Public Sector Enterprise Agreement: Salaried 2021* and that it nominally expire 3 years from the date of approval by SAET.

Clause 2. Objects and Commitments

This clause continues to provide support for achieving government and agency objectives, workforce consultation, flexibility, mobility, development and performance. The commitment by the parties to ongoing employment as the primary form of public sector employment has also been included in this clause.

Clause 3. Interpretation

This clause is to the same effect as the current agreement in that it provides that the agreement is to be read and interpreted in conjunction with relevant industrial awards and agreements. Obsolete references have been removed and the definitions have been updated.

Clause 4. Parties Bound

This clause differs from the current clause in that the names of agencies and attached offices have been amended in accordance with machinery of government and legislative changes, and includes at 4.2.2 the following other agencies:

- Regional Landscape Boards;
- Office of the Commissioner for Children and Young People; and
- South Australian Housing Authority.

Whilst the common names of the agencies have been included, they should be taken to include a reference to the employing authority under the applicable legislation concerning the named entity.

Subclause 4.3 has been amended to:

- clarify Police Security Officers are covered by the 2021 Agreement; and
- exclude Visiting Dental Specialists and Senior Visiting Dental Specialists.

Clause 5 Other Enterprise Agreements

This clause is the same as the current clause.

Clause 6. Renegotiation of Agreement

This clause has been renamed Renegotiation of Agreement and is in substitution for clause 43. The previous clause was named Modernisation of the Agreement and its content has been removed as it is obsolete. The new clause provides that negotiations for a new agreement may commence no earlier than 3 months prior to its nominal expiry date.

Clause 7. Salary and Wage Adjustments

This clause has been renumbered. It was previously clause 8. The current clause 7 Hours has been removed.

The clause is to the same effect in that it deals with Salary and Wage Adjustments. It provides that applicable rates for pay increases are as prescribed in Appendix 2: Salaries and Wages, which come into effect from the first full pay period (ffpp) to commence on or after 1 August 2021, 1 August 2022, 1 August 2023 and 1 August 2024 respectively.

Clause 8. One-off payment

This is new. This sub-clause provides for a "one-off payment" of \$1000- which is payable subject to conditions and meeting criteria. It is not payable to casual employees and is adjusted on a pro rata basis for part-time employees. An employee must as at the date of approval by the SAET be both bound by the proposed Agreement and employed. It does not apply to an employee who is employed or becomes bound by the Agreement after the date of approval.

The payment does not count for any other purpose whatsoever and will be paid as soon as reasonably practicable after approval by the SAET.

The detail about methodology and eligibility applicable to this 'one-off payment' are in the 'Fact Sheet: One-off Payment' (cf. DTF-IRAP website) which is to be read and applied in giving effect to this clause.

Clause 9. Salary Packaging Arrangements

This clause is the same as the current clause.

Clause 10. Graduate Employment

The name of this clause has changed from “Ongoing Employment” to “Graduate Employment”.

The clause has been amended to provide that a graduate employee will be offered to have their engagement as a term employee extended for a period of up to 12 months (but not so as the total engagement exceeds 24 months), at their same level, subject to successfully completing their study component; having satisfactory performance appraisals; and upholding the public sector values. A formal letter of extension of the engagement is to be provided to the employee.

For the purposes of the clause:

- ‘engaged as a graduate’ means engagement 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.

This clause removed reference to employees engaged as a trainee in accordance with the *Training and Skills Development Act 2008* as these employees are not covered by the enterprise agreement.

Clause 11. Redeployment, Retraining and Redundancy

This clause refers to the redeployment, retraining and redundancy terms and conditions in Appendix 1 which have been retained in a revised form.

The reference in this clause to Appendix 1 being supported by a CPSE Determination has been removed.

Clause 12. Leave Provisions

The provisions in this clause are the same as those in the current clause.

Clause 13. Worklife Flexibility

Paid Maternity Leave and Paid Adoption Leave

The provisions in the clause have been varied to also allow for the sharing of the period of paid maternity or paid adoption leave when both parents are employed with the South Australian public sector, subject to all other provisions within the clause.

A new subclause has been included which provides that an employee who has been transferred to a safe job or has been on ‘no safe job’ leave prior to the commencement of paid maternity or paid adoption leave is 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

The provisions in the clause have been varied to include the following:

- For the purposes of this 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 are to be paid at the rate applicable to the employee’s pre-transfer position
- 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 (including allowances that are expressed ‘for all purposes’ but otherwise excluding allowances, penalties or other additional payments) and for the same number of contracted hours for the position held immediately prior to the leave.

Long-Term Carer/Guardianship Leave

This is new. It applies to an employee (other than a casual employee) who is, or becomes, an approved long-term carer or guardian pursuant to section 72 of the *Children and Young People Safety Act (2017)* of a child or young person under guardianship of the Chief Executive of the Department for Child Protection.

It provides for an entitlement to six (6) weeks long-term carer/guardianship leave 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 additional payments) in accordance with the clause.

That entitlement is subject to the employee meeting criteria included in the clause. On or after the date of approval of the enterprise agreement the applicable employee must meet one of the following criteria:

- has placed by the Chief Executive for Child Protection into their care a child or young person who is under 18 years of age and who is subject to an order pursuant to section 53(1)(g) of the *Children and Young People (Safety) Act 2017* placing the child or young person under the guardianship of the Chief Executive of the Department for Child Protection until they attain 18 years of age; or
- is granted guardianship of a child or young person by order of the Youth Court of South Australia pursuant to Section 53(1)(h) of the *Children and Young People (Safety) Act 2017*.

The applicable employee must also provide their agency with verification from the Department for Child Protection of the requisite criteria having been met, namely, that the employee is or has become an approved long-term carer or guardian (s 72); and that on or after approval by the SAET of the proposed enterprise agreement, either the Chief Executive for Child Protection has placed into the care of the applicable employee a child or young person who is subject to a section 53(1)(g) order, or the applicable employee is granted guardianship of a child or young person pursuant to a section 53(1)(h) order.

This new clause also includes other requirements.

For an employee to be eligible for leave pursuant to the clause, an employee must have completed 12 months continuous service immediately prior to commencement of the leave.

Part-time employees will have the same entitlement as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

This entitlement is to be taken in one continuous period and is only to apply once per child, young person, or sibling group (where the sibling group enters the employee's care at the same time or during an approval process conducted at the same time or in conjunction with a sibling/s).

When two employees, who are both covered by this enterprise agreement, are the approved carers/guardians of the same child, young person or sibling group, then the period of leave pursuant to the clause may be shared between the two employees, provided that the total period of paid leave taken by both employees does not exceed six (6) weeks, and the leave is taken by each employee in periods of not less than two (2) weeks.

Leave pursuant to this clause must be taken within six (6) months of meeting the criteria for whom it applies; and does not apply in relation to temporary, respite or emergency care placements.

Foster Carers Leave in Commissioner's Determination 3.1 does not apply when leave is approved in accordance with this clause.

For the purpose of the clause, an expression in this clause will have the same meaning as in the *Children and Young People Safety Act (2017)* as amended from time to time, unless the context otherwise requires.

Note: Long-term carer may also include what the Department for Child Protection refers to as an approved long-term foster carer, long-term kinship carer; and long-term specific child only carer.

All other provisions in the Worklife Flexibility clause are the same as in the current agreement, i.e.:

- Voluntary Flexible Working Arrangements;
- Return to Work from Maternity and Adoption Leave on a Part-Time Basis;
- Employees who are Breastfeeding;
- Paid Partner Leave;
- Family Carer's Leave;
- Reimbursement of Reasonable Child Care Costs; and Reimbursement of Reasonable Travel Costs.

Clause 14. Domestic and Family Violence

The provisions in this clause are the same as those in the current clause.

Clause 15. Workload Management

This clause is to the same effect as the current clause except for an additional subclause that has been inserted, which provides that the workload grievance and dispute resolution subclause 15.17 will not apply to an employee who initiates a review under section 62 of the *Public Sector Act 2009* for the same workload issue.

Clause 16. Overtime Salary

This clause is to the same effect as the current clause, except that the DSO classification has been deleted as it is obsolete.

Clause 17. On-Call / Recall

This is to the same effect as the current clause. Increases to the on-call rates of 1.5% per annum are effective from the first full pay period (ffpp) to commence on or after 1

August 2021, 1 August 2022, 1 August 2023 and 1 August 2024.

Clause 18. Night Shift Penalty

The provisions in this clause are the same as those in the current clause.

Clause 19. Work, Health and Safety

New sub-clauses have been inserted regarding the employer's commitment to ensuring that all employees are treated with integrity and respect; recognising all employees have the right to work in an environment free from harassment, including sexual harassment and bullying; and harassment and bullying behaviour will not be tolerated under any circumstances.

The clause also includes the following:

Workplace harassment or bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.

Bullying does not include any legitimate performance management processes, disciplinary action, allocation of work, implementation of organisational change, action taken to transfer or redeploy an employee or a decision not to promote or reclassify the employee.

Mental Health First Aid Training

The provisions for Mental Health First Aid training are to the same effect as the current agreement. Agencies are to continue to facilitate the participation of employees (up to the total number of Health and Safety Representatives (HSR) and First Aid Officers at the workplace) in accredited Mental Health First Aid Australia (MHFAA) accredited Standard Mental Health First Aid (MHFA) training programs at the agency's expense.

In addition, agencies will facilitate participation in MHFAA accredited Standard MHFA refresher training programs for employees who have undertaken MHFAA accredited Standard MHFA training at the appropriate time and at the agency's expense.

Other provisions in the clause are to the same effect.

Clause 20. Training and Development

This clause is to the same effect as the current clause. It differs in that the name for the CPSE Guideline on Performance Management and Development has been updated.

Clause 21. Professional Development and Maintenance of Professional Registration/Accreditation

This clause is to the same effect as the current clause. It differs in that an obsolete DSO classification code has been removed.

Clause 22. Professional Development – Applying for Reimbursement of Costs

The provisions in this clause are the same as those in the current clause.

Clause 23. Workplace Flexibility

The provisions in this clause are to the same effect as those in the current clause.

Clause 24. Reclassification date

The provisions are the same as those in the current clause.

Clause 25. Flexi-Time

The provisions in this clause are the same as those in the current clause.

Clause 26. Time Off in Lieu and Payment for Overtime

The provisions in this clause are the same as those in the current clause.

Clause 27. Minimum Hours of Engagement

The provisions in this clause are the same as those in the current clause.

Clause 28. Employees Rostered Over Seven Days

The provisions in this clause are the same as those in the current clause.

Clause 29. Public Holidays

The provisions in this clause are the same as those in the current clause.

Clause 30. Performance Improvement

The provisions in this clause are the same as those in the current clause.

Clause 31. Medical Scientists – Leave

The provisions in this clause are the same as those in the current clause.

Clause 32. Payment of Additional Duties

The provisions in this clause are the same as those in the current clause.

Clause 33. No Extra Claims

This clause is to the same effect as the current clause. It differs in that it removes obsolete clause relating to an application to SAET for variation of Awards in respect of injury and income protection and variation of the agreement in relation to hours, reviews and income and injury protection for work injuries.

Clause 34. Consultative Processes

This clause is to the same effect as the current clause. It differs in that the reference to the CPSE has been changed to the declared employer and the review of consultation processes has been removed.

Clause 35. Grievance and Dispute Avoidance Procedures

This clause is to the same effect as the current clause. It differs in that the reference to union has been changed to association.

Clause 36. Meal Breaks

The provisions in this clause are the same as those in the current clause.

Clause 37. Rights to be Represented and Association Rights

The provisions in this clause are the same as those in the current clause.

Clause 38. Variations

The provisions in this clause are the same as those in the current clause.

Clause 39. Reviews

This clause provides details about the following reviews to be undertaken 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.

Review - Operational Services and Professional Officers

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 review

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 22 of the enterprise agreement. The parties may seek the assistance of the SAET to progress the review

Obsolete reviews have been deleted from the clause.

Clause 40. Signatories

The signatories to the agreement have been updated to reflect the declared employer and relevant employee associations under the FW Act.

Appendix 1: Redeployment, Retraining and Redundancy

This Appendix has been revised. It retains current time periods and case management arrangements concerning employees declared as excess (or redundant).

It continues to provide 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 covered by an enterprise agreement applicable to public sector salaried employees.

It excludes processes that occur before declaring an employee excess and obligations imposed on the statutory role of the Commissioner for Public Sector Employment (CPSE), and most references to the CPSE have been changed to the declared employer where applicable. The dispute clauses have been consolidated into one clause and definitions have been inserted for 'agency', 'chief executive', 'declared employer', 'excess employee', 'redundant employee' and 'template'.

Appendix 1 uses the expression "excess" to refer both to "excess" and "redundant" employees.

The term 'excess' is applicable to an employee covered by Part 7 of the *Public Sector Act 2009* and whose employment is subject to section 54(1)(a) which includes agencies listed in clause 4.2 and the agencies referred to in reg. 13 of the Public Sector Regulations: Education and Early Childhood Registration and Standards Board of South Australia; Lifetime Support Authority; Office of the Legal Profession Conduct Commissioner; TAFE SA; Teachers Renewal Board and Urban Renewal Authority trading as Renewal SA.

The term “redundant” is applicable to other employees from within other agencies listed in clause 4.3 who are not subject to section 54(1)(a) and includes: Carclew Incorporated; Dairy Authority of SA; Legal Services Commission of SA; Lotteries Commission of South Australia; SACE Board of SA; SA Country Arts Trust; SA Fire and Emergency Services Commission and SA Australian Tourism Commission.

For the purposes of clause 21 of Appendix 1 and the calculation of the 12 month redeployment period, a compensable lost time workplace injury refers to claim for weekly payments made under the *Workers Rehabilitation and Compensation Act 1986* or *Return to Work Act 2014*.

For the purposes of clause 27 of Appendix 1, regard is to be given to practical considerations in a particular circumstance where there is a relatively minor departure from a timeframe. That is, some flexibility is permitted in the circumstances indicated, but that is not to be considered as being unrestrained.

Appendix 2: Salaries and Wages

This Appendix continues to include a series of Schedules that detail classifications, salaries and rates (where applicable) that currently apply and the new salaries and rates with increases of 1.5% per annum to apply from the first full pay period to commence on or after 1 August 2021, 1 August 2022, 1 August 2023, and 1 August 2024. Part-time employee salaries are pro rata full-time salaries.

Allowances are also increased by 1.5% per annum and from the same operative dates as the salaries.

Schedule 1.2A: Endorsed Supervision Training – Psychologists has been amended to reflect the decision of the Full Bench of the South Australian Employment Court in *CE DPC v Wigg & Ors* [2019] SAET 23 and now provides:

A psychologist can apply for progression from AHP 2 to the first step of AHP3 if:

- (a) on or after 1 July 2013, the psychologist has formal accreditation and endorsement as a supervisor from the Psychologist Board of Australia (PBA); and
- (b) as at that date or some date thereafter, the psychologist must be providing supervision to a psychologist working as a psychologist for, but not necessarily employed by, a public sector agency, in circumstances which establish that there was a direction or expectation by the agency that the psychologist provides that supervision.

The psychologist will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to the satisfaction of the agency that he/she has met both of those two criteria.

A new Schedule 1.2B provides for immediate recall provisions for perfusionists, cardiac physiologists, radiographers and sonographers.

A new Schedule 1.20 Medical Physicists, has been relocated from Appendix 9.

Appendix 3: Saved Clauses

Appendix 3.1 (previously 3.2) State Aboriginal Affairs Division Agreement (now known as “Aboriginal Affairs and Reconciliation” in the Department of the Premier and Cabinet

The name of the department has changed from Department of State Development to Department of the Premier and Cabinet. The provisions in the appendix are the same as the current appendix.

Appendix 3.2 (previously 3.3) Attorney-General’s Department

Provisions regarding negotiation and consultation on measures have been deleted as they are covered within the broader provisions of the agreement. All other provisions in the appendix are the same as the current appendix.

Appendix 3.3 (previously 3.5) Department of Primary Industries and Resources

Provisions regarding fixed term contracts and payment of outstanding TOIL balances at normal rates of pay have been removed as they are no longer relevant. All other provisions have been retained regarding TOIL arrangements.

Appendix 3.4 (previously 3.7) Department of Treasury and Finance

Provisions regarding leave loading have been retained. All other provisions regarding flexible working hours and overtime have been removed as they are covered in policy documents.

Appendix 3.5 (previously 3.9) SACE Board of South Australia

The name of the Board has been changed from Senior Secondary Assessment Board of South Australia to SACE Board of South Australia. The provisions are to the same effect as in the current appendix. It differs in that the reference to the consolidation of personnel policies which was to occur during the current agreement has been removed.

Appendix 3.6 (previously 3.10) State Emergency Service

This appendix is the same as the current appendix.

Appendix 3.7 (previously 3.11) South Australian Country Fire Service

This appendix is the same as the current appendix.

Appendix 3.8 (previously 3.12) Carclew Incorporated

The appendix differs in that the reference to the Determination has also been updated from PSM Act Determination 3.11 to CPSE Determination 3.1.

Appendix 3.9 (previously 3.13) Country Arts Trust

The appendix differs in that the reference to the Determination has been updated from PSM Act Determination 3.11 to CPSE Determination 3.1. All other provisions in the appendix are the same as the current appendix.

Appendix 3.10 (previously 3.14) Legal Services Commission

This appendix is the same as the current appendix.

Appendix 3.11 (previously 3.15) South Australian Metropolitan Fire Service

This appendix is the same as the current appendix.

Appendix 4: Workplace Flexibility Agreements

Appendix 4.1 Quarantine Station Inspectors – Primary Industries and Resources SA

This appendix is the same as the current appendix.

Appendix 4.2 Special Conditions for Employees Employed as Traffic Management Centre Operators, Department for Infrastructure and Transport (DIT)

The name of the department has changed from Department for Transport, Energy and Infrastructure (DITE) to the Department for Infrastructure and Transport (DIT).

The definition for “Special Determinations” has been deleted as it is obsolete. All other provisions in the appendix are the same as the current appendix.

Appendix 4.3 SA Health - Special conditions for Employees Employed as Community Rehabilitation Workers for the Adelaide Metropolitan Mental Health Directorate

This appendix is the same as the current appendix.

Appendix 4.4 Department of Environment and Natural Resources and Landscape Boards - Special conditions for employees of the Department of Environment and Natural Resources and Landscape Boards engaged in bushfire suppression duties

This appendix is to the same effect as the current appendix. It has been amended to include Landscape Boards.

Appendix 4.5 List of Workplace Flexibility Agreements approved during the life of the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017

This appendix lists agreed workplace flexibility agreements negotiated under the life of the current enterprise agreement which are to continue to apply for the life of this enterprise agreement:

- (1) Department for Correctional Services – Intensive Compliance Officers - signed by the Chief Executive Officer, Department for Correctional Services on 3 December 2018 and the General Secretary, Public Service Association of South Australia Inc on 10 December 2018.

Appendix 5 Shared Services Principles

The appendix differs in that the reference to the Commissioner’s Standard has been updated from Commissioner’s Standard 2 ‘Quality Staffing’ to Commissioner’s Determination 1: Merit, Engagement, Assignment of Duties and Transfer of Non-Executive Employees. All other provisions in the appendix are the same as the current appendix.

Appendix 6: Work Level Definitions

This appendix is to the same effect as the current Appendix. It differs in that the name of the department in Appendix 6A has been updated to the Department of Human Services, the names of SA Health Networks have been updated and Local Health Networks, and obsolete transition arrangements have been removed in Appendix 6A, Appendix 1.

The work level definition regarding endorsed supervision training for psychologist has been amended to reflect the decision of the Full Bench of the South Australian Employment Court in *CE DPC v Wigg & Ors* [2019] SAET 23 and now provides:

A psychologist can apply for progression from AHP 2 to the first step of AHP3 if:

- (a) on or after 1 July 2013, the psychologist has formal accreditation and endorsement as a supervisor from the Psychologist Board of Australia (PBA); and
- (b) as at that date or some date thereafter, the psychologist must be providing supervision to a psychologist working as a psychologist for, but not necessarily employed by, a public sector agency, in circumstances which establish that there was a direction or expectation by the agency that the psychologist provides that supervision.

The psychologist will progress from AHP 2 to the first step of AHP3 from the first full pay period after establishing to

the satisfaction of the agency that he/she has met both of those two criteria.

Appendix 7: Correctional Officers

This appendix is to the same effect as the current Agreement. It differs in that the correctional industry and vocational training allowances have been increased by 1.5% per annum and from the same operative dates as the salaries.

Appendix 7A: Special Conditions for Employees Employed within the Intensive Compliance Unit

A new Appendix 7A has been inserted with special conditions for employees employed within the Intensive Compliance Unit, Department for Correctional Services that were previously located at clause 9 of Appendix 7.

Additional clarity has also been provided at clause 2.5 regarding the entitlement to 12 programmed days off in a period of 12 calendar months, and provides that if the programmed day off counter reaches 13 or more on the timesheet within a period of twelve calendar months the additional day(s) is to be taken as paid leave, either recreation leave, long service leave or retention leave, or the day(s) will be treated as unpaid leave.

Appendix 8: Dental Officers

This appendix is the same as the current appendix.

Appendix 9: Medical Physicists

This appendix is to the same effect as the current appendix. It differs in that the salary schedule for Medical Physicists has been relocated to Appendix 2, Schedule 1.20 and clause 3 Notional Preserved Salary has been removed as it is obsolete.

Appendix 10: Allied Health Assistants (AHA) – Applies to SA Health only

This appendix is to the same effect as the current appendix. It differs in that the list of AHAs in the first paragraph of the appendix has been amended to include Radiographers and Radiotherapists, the work level definition for an AHA-3 has been amended in respect to the range of duties required to be undertaken and obsolete AHA transition arrangements have been removed.

The following clauses, appendices and schedules in the current 2017 Agreement have been removed or relocated and are no longer required and/or are obsolete:

Clause 39. Reviews

Clause 40. ASO1 Classification Audit

Clause 41. Additional Injury and Income Protection for Work Injuries

Clause 42. Transition Arrangements

Clause 43. Renegotiation

Schedule 1.17 Visiting Dental Staff Agreement

Appendix 3.1 SafeWork SA Division

Appendix 3.4 Department for Families and Communities

Appendix 3.6 Department for Transport and Infrastructure

Appendix 3.7 South Australian Tourism Commission

Appendix 11: Injury and Income Protection Policy

Employee Rights to Representation

A “Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994*” was issued on 26 November 2019 and distributed to employees. That Notice advised you about:

- when the first meeting to negotiate the proposed Agreement would be, and where;
- which employees are to be covered by the Enterprise Agreement;
- your rights to be represented in relation to the negotiation of, and approval for, the proposed Agreement; and
- how and where you were able to access a copy of your Award.

Intention to Apply for Approval of the Proposed Agreement

If the proposed South Australian Public Sector Enterprise Agreement: Salaried 2021 is supported by a majority of employees who vote in the ballot, an application will be made to the SAET to have the new enterprise agreement approved pursuant to the FW Act.

Operative Dates

Except where otherwise indicated, the operative dates of new provisions contained in the proposed agreement will be the date of approval by the SAET.

Interpretation: A reference 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 or giving effect to other payment/s.

—oOo—