

HEALTH SERVICES UNION SA/NT

NEWSLETTER

11th February 2018

South Australian Modern Public Sector Enterprise Agreement: Salaried 2017

The HSU has been waiting for the transcript of the hearing for the registration of the 2017 Enterprise Agreement. This is the reason for the delayed in sending this Newsletter to you. We'll forward the transcript to you when I receive it.

Attached with this Newsletter are the registered Enterprise Agreement and letters of commitment from the Commissioner for Public Sector Employment regarding right of representation. The Agreement contains a number of improvements and positive outcomes for our members.

We would like to take this opportunity to thank our delegates who work alongside with the HSU representing our members. The outcomes of this Enterprise Agreement is a testament of their commitment and dedication.

Please note the EA contained a number of Clauses and commitment to continue negotiations regarding specific areas and professions during the life of this Agreement.

Below Clauses that are of important to you and have a direct impact on your condition of employment.

Name of Agreement

The name of the Agreement is the "South Australian Modern Public Sector Enterprise Agreement: Salaried 2017".

Clause 6. Modernisation of the Agreement

This Clause provides opportunity for further negotiations and revision version of the Agreement, to be developed over the life of the Agreement.

Clause 7. Hours

Clauses will be developed that deal more comprehensively with terms and conditions in relation to hours of work (such as standard working hours, ordinary time, overtime and shift work) as an immediate priority and with the objective of agreeing new clauses dealing with these issues within 3 months of the approval of the Salaried Agreement 2017.

Any agreement by the parties will be subject to Clause 38 – Variations.



Clause 8. Salary and Wage Adjustments

This Clause refers to the applicable rates for the pay increases as prescribed in Appendix 2: Salaries and Wages, coming into effect from the first full pay period on or from 1 October 2017, 1 October 2018 and 1 October 2019.

Note: additional increment to each of the following classifications ASO4; AHP2; AHP3; CO2 and CO4.

Clause 10. Commitment to Ongoing Employment

Prescribes a commitment that ongoing employment is the primary form of public sector employment.

Provisions for ongoing employment of graduates and trainees after 12 months of employment where relevant requirements are met.

Clause 11. Redeployment, Retraining and Redundancy

New provision, please see Appendix 1 outlined in the Enterprise Agreement document.

Clause 13. Worklife Flexibility

This Clause improves provisions for return to work on a part time basis; treat the employment basis of a second period of maternity leave the same as the pre maternity leave employment basis; and provide for transfer to a safe job during pregnancy or alternatively, paid “no safe job leave” for employees with at least 12 months effective service.

Employees who are breastfeeding shall be provided with the facilities and support to enable them to combine the continuation of breastfeeding with their employment.

Increased entitlement for partners to access two weeks of accrued sick leave on the birth or adoption of a child.

Clause 14. Domestic and Family Violence

Special Leave with Pay and provides for flexible safe working arrangements.

Clause 15. Workload Management

This is a new Clause affording protections from unreasonable workloads and provision to establish local workload consultative forums in certain circumstances.

Clause 17. On-Call / Recall

Increases the on-call rates by 2.3%. **Clause 20. Mental Health First Aid Training**

This is a new Clause.

Clause 21. and Clause 22. Professional Development

These Clauses contain provisions governing occupational groups and the method of application for reimbursement of professional accreditation and professional development costs.

Clause 24. Reclassification date

This Clause has been improved. The operative date for applications is effective from the date of the application for the reclassification.

Clause 25. Flexi-Time

This Clause addresses issues related to application, accrual and taking of flexitime.

Clause 26. TOIL

A new separate Clause deals with the application, accrual and taking of TOIL, and payment for TOIL where time cannot be taken by agreement between the parties.

Clause 28. Employees rostered over seven days

Varies provisions that relate to accruing additional annual leave for employees regularly rostered over Saturdays, Sundays and Public Holidays.

Clause 29. Public Holidays

All hours worked on a Public Holiday to be paid at Public Holiday rates and to count as a Public Holiday worked.

Clause 33. No Extra Claims

This Clause provides for parties to seek variation

- to update prescriptions applying to income and injury protection; and
- agreed matters arising from reviews except where such reviews are over the life of the agreement and agreed matters are subject to consideration for inclusion in a replacement Agreement.

Clause 34. Consultation

Improved provisions for consultation in respect of any workplace change. Establishment of a committee to comprehensively review and improve consultation processes.

Clause 37. Rights to be represented and Association Rights

Inclusion of provisions for rights to be represented and association rights in respect of:

- rights of association officers to enter and represent employees in the workplace;
- rights and responsibilities of worksite representatives;
- clarification of sanctioned activities of worksite representatives in the workplace; and,
- paid time for association related activities in certain circumstances.

Clause 39. Reviews

This Clause provides for a review of the following classification structures within 12 months of the approval of the Agreement:

Provision is made for a review of recognition and progression for Technical Grades Officers; Medical Scientists and Perfusionists.

The HSU will continue to negotiate on workforce models for Allied Health employees, including consideration of the 'incorporated pathways' model during the life of the Agreement. Provisions are made for transition arrangements for Dental Therapists and Allied Health Assistants.

Clause 41. Additional Injury and Income Protection for Work Injured

Provide for entitlements outlined in the Income and Injury Protection Policy, see outlined in Appendix 11.

Appendix 6: Work Level Definitions

Aboriginal Family Practitioners in DCP and DCSI only, may apply for and be assigned to the role of Social Worker within the Allied Health Professional structure.

Allied Health Professionals Work Level Definitions have been amended to clarify the commencement point for Psychologist and Genetic Counsellor.

The professions of Dental Therapists and Cardiac Physiologist have been included in the list of AHP Professions in the AHP Appendix 1 of Appendix 6. Dental Therapists who meet the criteria will be transitioned to the AHP level and applicable rate of pay within the first three months of commencement of the registered Agreement.

Appendix 10: Allied Health Assistants- SA Health only

A new Appendix and new Schedule 1.19 for Allied Health Assistants applicable to SA Health only. Employees who meet the criteria will be transitioned to the title and rates of pay within the first six months of commencement of the registered Agreement.

Appendix 11:

A new Appendix to outline additional income and injury protection for employees with work injuries where entitlements under the Return to Work Act 2014 have expired consistent with the injury and income protection agreement, made between the Government and the Police Association of South Australia.

Once again, we thank our delegates in achieving the great outcomes in this Enterprise Agreement.

The HSU will continue in negotiating matters relating to Allied Health Professionals, Allied Health Assistants, Perfutionists and others.

For further information please contact our office on 8279 2255 or email info@hsusant.org.au