

Proposed new South Australian Public Sector Enterprise Agreement: Salaried 2026

The Agreement Explained

The proposed new, *South Australian Public Sector Enterprise Agreement: Salaried 2026 (the proposed Agreement)*:

- was negotiated pursuant to the *Fair Work Act 1994* (SA) and is subject to approval by the South Australian Employment Tribunal (**SAET**);
- will replace the *South Australian Public Sector Enterprise Agreement: Salaried 2021 (current Agreement)*;
- will prevail to the extent of any inconsistency with the provisions of relevant safety net awards;
- will cover employees who fall within one or more of the Classifications Schedules in Appendix 2 of the proposed Agreement;
- will take effect from the date it is approved by the SAET and will nominally expire on 1 July 2027.

A ballot is being conducted for the proposed Agreement. If a majority of employees covered by the proposed Agreement vote in the ballot to support the proposed new Agreement (ie, vote Yes), an application will be made to the SAET for it 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 and identifies differences between the proposed Agreement and the current Agreement from which the proposed Agreement is adapted;
- explains the procedures in the proposed Agreement for preventing and settling industrial disputes;
- indicates whether any terms of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees (noting that the proposed Agreement prevails to the extent of any inconsistency with the provisions of relevant safety net awards); and
- informs employees of their rights to be represented in relation to SAET proceedings for approval of the proposed Agreement.

Further Information

The proposed Agreement and ballot voting information (including how to cast a vote) can be found in the employee communications sent by Agencies which included this Agreement Explained and also at <https://sagovsalaried.civsvote.com>

The current Agreement and relevant safety net awards can be found on the SAET website (www.saet.sa.gov.au).

Note: all Clauses and Appendices that relate to Allied Health Professionals (**AHP**) and/or Allied Health Assistants (**AHA**) have been removed to reflect that AHPs and AHAs are no longer covered by the current or proposed Agreement.

Clause 1 – Enterprise Agreement: This clause contains the title of the proposed Agreement, being the *South Australian Public Sector Enterprise Agreement: Salaried 2026* and that the proposed Agreement will nominally expire on 1 July 2027 from the date of approval by SAET.

Clause 2 – Objects and Commitments: Save for the below additional subclauses, this clause largely reflects the current Agreement as it continues to provide support for achieving government and agency objectives, workforce consultation, flexibility, mobility, development and performance:

- Subclauses 2.3 – 2.5 outline the obligation for payment in relation to the performance of work and that these subclauses will not apply to the first wage increase under Appendix 2 or the initial increases to allowances under the proposed Agreement.

Clause 3 – Interpretation: Save for the below updates to the language in this clause, this clause largely reflects the current Agreement in so far as it contains definitions used throughout the proposed Agreement and provides that the proposed Agreement is to be read and interpreted in conjunction with relevant industrial awards and agreements:

- The “CE, DTF” has been updated to reflect the Attorney-General’s Department as the declared employer; and
- “All purposes” has been updated to reflect the introduction of paid primary carer leave in lieu of paid maternity leave.

Clause 4 – Parties Bound: This clause largely reflects the current Agreement in that the names of agencies and attached offices have been amended in accordance with machinery of government and legislative changes.

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 and concerning the named entity.

Clause 5 – Other Enterprise Agreements: This clause is the same as the current Agreement.

Clause 6 – Renegotiation of Agreement: Under this clause, negotiations to replace the proposed Agreement must commence no later than twelve (12) months prior to the nominal expiry date of the proposed Agreement, being 1 July 2027 (as described in clause 1 of the proposed Agreement).

Clause 7 – Salary and Wages Adjustment: Save for the below, this clause largely reflects the current Agreement:

- Salary Increases: Subclause 7.2 outlines the annual salary increases that will take effect under the proposed Agreement from the first full pay period on or after 1 August 2025, 1 July 2026 and 1 July 2027. These salaries are contained in Appendix 2 of the proposed Agreement.

Additionally, subclause 7.4 stipulates that during the nominal life of the proposed Agreement, any employee whose salary falls below the Applicable Award rate will receive a one-off increase to base salary, being the difference between the applicable annual salary under the proposed Agreement and the Applicable Award rate that the employee has fallen below.

- Removal of Aged-Based Increments: The effect of this clause is to remove the aged-based increments (ie, junior rates of pay) which presently apply to the following classifications:
 - Administrative Services Stream (**ASO**);
 - Operational Services Stream (**OPS**);

- Correctional Officers (**CO**); and
- Technical Services Stream (**TGO**).

Employees paid at one of the aged-based increments will progress as proposed in subclause 7.17 from the first full pay period on or after 1 August 2025, being the first annual salary increase under the proposed Agreement.

Note: Clause 8. One-Off Payment under the current Agreement has been removed and therefore successive clause and subclause numbers in the proposed new Agreement have been renumbered (as described).

Clause 8 – Salary Packaging Arrangements: This clause is the same as clause 9 under the current Agreement.

Clause 9 – Graduate Employment: This clause is the same as clause 10 under the current Agreement.

Clause 10 – Redeployment, Retraining and Redundancy: This clause is the same as clause 11 under the current Agreement.

Clause 11 – Leave Provisions: This clause is the same as clause 12 under the current Agreement.

Clause 12 – Work Life Flexibility: Save for the below proposed changes, this clause largely reflects clause 13 under the current Agreement:

- Paid Primary Carer Leave: This clause introduces paid primary carer leave in lieu of paid maternity leave in the current Agreement. This means that employees who have primary caring responsibility will have access to paid parental leave (subject to criteria).

Additionally, subclause 12.13 provides rules for when up to four (4) weeks of paid primary carer leave can be taken concurrently. The concurrent leave must be taken within the first two (2) months after the birth, adoption or surrogacy and in periods of no less than four (4) weeks having regard to the operational needs of the Agency.

By way of example, if the primary carer is entitled to twenty (20) weeks of paid primary carer leave, the partner may take four (4) weeks concurrently and the primary carer is instead entitled to sixteen (16) weeks primary carer leave.

- Return to Work on a Part Time Basis: Save for the language being updated to reflect the introduction of paid primary carer leave in lieu of paid maternity leave, this clause is the same as under the current Agreement.
- Paid Partner Leave: Clause 12.31 provides that paid partner leave will be in addition to the concurrent paid primary carer leave entitlement prescribed in subclause 12.13 of the proposed Agreement.

Clause 13 – Domestic and Family Violence: This clause has been modified taking into account the new minimum standard for this type of leave under the *Fair Work Act 1994*. There will be no loss of entitlement for employees.

Clause 14 – Workload Management: This clause is the same as clause 15 under the current Agreement.

Clause 15 – Overtime Salary: This clause largely reflects clause 16 of the current Agreement, with the following amendments to the overtime salary table in clause 15.2:

- The Allied Health Professional (AHP) classification has been removed from the overtime salary table to reflect that AHPs are no longer covered by the Salaried Agreement; and

- The Legal Officers – Attorney- General’s (LeC), Legal Services Commission (LSC) and Legal Officer (LE) classifications have been removed from the overtime salary table.

Clause 16 – On-Call/Recall: This clause is the same as clause 17 under the current Agreement with the on-call allowance to increase by the same percentages as would apply for the general salary increases.

Clause 17 – Night Shift Penalty: This clause is the same as clause 18 under the current Agreement.

Clause 18 – Work Health and Safety: This clause is the same as clause 19 under the current Agreement.

Clause 19 – Training and Development: This clause is the same as clause 20 under the current Agreement.

Clause 20 – Professional Development and Maintenance of Professional Registration/Accreditation: Save for removing reference to the Allied Health Professional classification in clause 20.1, this clause is the same as clause 21 under the current Agreement.

Clause 21 – Professional Development Allowance – Medical Physicists and Medical Scientists: This clause introduces a new professional development allowance for each employee classified under the proposed Agreement as a Medical Physicist (Appendix 9) or as a Medical Scientist (Appendix 6C).

The allowance will be \$1,000 annually (subject to conditions) and will increase by the same percentage as would apply for the general salary increases.

Clause 22 – Professional Development – Applying for Reimbursement of Cost: This clause is the same as under the current Agreement.

Clause 23 – Workplace Flexibility: This clause is the same as under the current Agreement.

Clause 24 – Reclassification Date: This clause is the same as under the current Agreement.

Clause 25 – Flexitime: This clause is the same as under the current Agreement.

Clause 26 – Time-Off in Lieu of Payment for Overtime: This clause is the same as under the current Agreement.

Clause 27 – Minimum Hours of Engagement: This clause is the same as under the current Agreement.

Clause 28 – Employees Rostered over Seven Days per Week: This clause changes the basis on which certain employees are entitled to an additional week of annual leave (total of five (5) weeks). Employees who are required to be available to work their ordinary hours over seven days will on that basis be entitled to an additional week of annual leave. This replaces the existing provision whereby an additional week of annual leave is subject to working a specified number weekend and public holidays.

Clause 29 – Public Holidays: This clause is the same as the current Agreement.

Clause 30 – Performance Improvement: This clause is the same as the current Agreement.

Clause 31 - Medical Scientists: The clause under the current Agreement has been replaced with a new clause that is concerned with payment of shift penalties and annual leave for Medical Scientist employees who are employed at SA Pathology.

Clause 32 – Payment of Additional Duties: This clause is the same as the current Agreement.

Clause 33 – No Extra Claims: This clause is the same as the current Agreement.

Clause 34 – Consultative Processes: This clause is the same as the current Agreement.

Clause 35 – Grievance and Dispute Avoidance Procedures: This clause is the same as the current Agreement which provides a means of settlement based on consultation, co-operation and discussion with the aim of avoiding interruption to work performance and service delivery, where a dispute occurs.

Clause 36 – Meal Breaks: This clause is the same as the current Agreement.

Clause 37 – Rights to be Represented and Association Rights: This clause is largely reflects the current Agreement except for the following additional matters:

- Association Rights:

- Subclause 37.2.2 allows an official and/or officer of an association the right to place association information on a noticeboard in a prominent location in the workplace.
- Subclause 37.2.7 adds that where an official and/or officer of an association enters the workplace for the purposes of participation in induction processes/meetings for new employees, that will include, where reasonable, an opportunity to meet with new employees facilitated at the workplace during working hours.
- Clause 37.3 adds that subject to operational requirements, the employer will allow reasonable access to meeting space and allow an association to announce access in an appropriate manner.

- Worksite Representatives:

- Subclause 37.4.2 provides a definition of “Workplace Delegate” (however described).
- Clause 37.5 provides that where requested, a Worksite Delegate must provide evidence of their appointment or election whereas under the current Agreement, the Secretary of an association is required to write to agencies about appointments for the Worksite Representative to be recognised.
- Clause 37.9 provides that the employer must allow Workplace Delegates reasonable use of facilities for the purposes of carrying out their role, subject to operational requirements.

- Employee Association/Union Worksite Visits:

- Clauses 37.10 – 37.13 provides that an employee association/union will have access to worksites, to meet with employees during normal rostered hours in paid time, for 30 minutes on a monthly basis (except where otherwise agreed between the relevant union and the employer).

In order to support operational requirements and to provide employees with options for attendance, the union may schedule multiple 30 minute sessions within a workplace, shift and/or workshop in a given month however each employee is only entitled to attend one of the 30-minute paid meetings per month.

- Orientation and Induction Programmes:

- Subclauses 37.14 - 37.23 allows a union the opportunity to make a 30-minute presentation (either in person or online, at the choosing of the employee association/union) as part of any induction/orientation programme to all new employees in paid time to familiarise new employees with the proposed Agreement and their industrial entitlements.

The orientation/induction programmes may be fixed in advance for a regular date and time. However, if they are not set in advance, the employee association/union will be given at least 7

days written notice by the employer (including the dates, times and venues of such programmes to enable a representative to attend).

Clause 38 – Variations: This clause is the same as the current Agreement.

Clause 39 – Reviews: This clause provides details about the following reviews:

- Operational Services Stream;
- Correctional Officer Classification;
- Professional Officer Classification;
- Legal Officer Classifications;
- SA Housing Trust;
- Medical Scientists, Medical Physicists, Grant Funded Scientists and certain Technical Grade Officers;
- Cultural Responsibilities Allowance; and
- Country Fire Service and State Emergency Service.

Subclause 39.1.2 provides that the employer may appoint another person to conduct the review(s), following consultation with employee representatives about who would be appropriate taking into consideration employer and employee perspectives.

Clause 40 – Signatories: This clause has been updated to reflect the Attorney-General's Department as the declared employer.

Appendix 1 – Redeployment, Retraining and Redundancy: This Appendix is the same as under the current Agreement.

Appendix 2 – Salaries and Wages: This Appendix provides a series of Salary Schedules that detail classifications, salaries and rates of pay that currently apply and the proposed new salaries, being:

- First increase: 3.75% from the first full pay period commencing on or after 1 August 2025;
- Second increase: 3.5% from the first full pay period commencing on or after 1 July 2026;
- Third increase: 3.25% from the first full pay period commencing on or after 1 July 2027;

Appendix 2 largely reflects the current Agreement except for updating the salary schedules/rates of pay and the following additional matters:

- Removal of Aged-Based Increments: With effect from the first full pay period commencing on or after 1 August 2025, an employee who was at the time paid at one of the increments in Column 1 below, is to be paid at the increment in Column 2:

Column 1	Column 2
ASO-1 20 years and under	ASO-1 1 st year adult
OPS-1 20 years and under	OPS-1 1 st year adult
CO-1 20 years and under	CO-1 1 st year adult

TGO-0 20 years and under	TGO-1 6 th year adult
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- Schedule 1.1: Administrative Services Stream: In lieu of the MAS3 classification, this schedule introduces two (2) new classifications under the ASO Stream, being:

 - o Senior Specialist/Senior Manager 1 (**SS/SM 1**)
 - o Senior Specialist/Senior Manager 2 (**SS/SM 2**)

The Work Level Definitions for the new classifications are in Appendix 6A of the proposed Agreement.

Employees classified as a SS/SM 1 or SS/SM 2 are not entitled to overtime but are entitled to flexitime.

Below the salary schedule, it provides that there will be no new appointments to the MAS3 classification. Employees that are classified as a MAS3 at the time of SAET approval will continue to hold that classification level unless appointed (or equivalent) to a SS/SM 1 or SS/SM 2.

There will be no loss of entitlement or change in employment conditions for employees that continue to hold the MAS3 classification after SAET approval of the proposed Agreement.

Where an employee holds a right of return to a MAS3 appointment, they will maintain that right to return to the MAS3 classification level until such time that their substantive classification changes or their employment at that classification level is ceased or terminated.

- Removal of Schedule 1.3: Country Arts Trust: There will no longer be a separate schedule for Country Arts Trust employees. Within three (3) months of SAET approval, existing employees must be classified under the provisions of the SAPSSEI Award with effect from the date of approval. Until that occurs, existing rates of wage and salary will be used with any necessary adjustments after the reclassification process.
- Schedule 1.1: Administrative Services Stream (ASO), Schedule 1.11: Operational Services Stream (OPS) and Schedule 1.14: Technical Services Stream (TGO): In lieu of the first salary increase for ASO1 – ASO3, OPS1 – OPS3 and TGO0 – TGO1, the following will apply under the proposed Agreement:

 - o From the first full pay period commencing on or after 1 August 2025, a one-off increase to base salary being the greater of \$4,000 or the amount required to achieve 3% above 2025 award rates, whichever is greater.

- Schedule 1.12: Correctional Officers (CO): In lieu of the first salary increase for CO1 – CO4, the following will apply under the proposed Agreement:

 - o From the first full pay period commencing on or after 1 August 2025, a one-off increase to base salary being the greater of \$4,000 or the amount required to achieve 3% above 2025 award rates, whichever is greater.

Additionally, the following will apply to the CO Salary Schedule:

 - o In addition to the second general salary increase from the first full pay period commencing on or after 1 July 2026, it is proposed that CO1 – CO3 will receive a \$1,500 increase to base salary and CO4 – above will receive a \$2,500 increase to base.
 - o In addition to the third general salary increase from the first full pay period commencing on or after 1 July 2027, it is proposed that CO1 – CO3 will receive a \$500 increase to base salary and CO4 – above will receive a \$2,000 increase to base.

- Schedule 1.5: Interpreters and Translators: This Schedule has been simplified by incorporating Non-NAATI Certified, NAATI Certified Provision or Recognised Practicing Level and NAATI Certified Level into one Salary Schedule for each type of assignment. Similarly, the minimum hire period/rate of pay is not specified in separate Salary Schedules, rather stipulated in the preamble to the Salary Schedules.

Additionally, this simplified Schedule provides:

- Casual Interpreters – Telephone also includes video conferencing;
- A 25% penalty be paid for all assignments classified as business interpreting rather than individual Salary Schedules;
- Casual Translators and Translation Summaries be incorporated into one Salary Schedule and also providing scope for a translation quote;
- Expand the amounts payable to interpreters for a court booking cancellation.

- Schedule 1.6: Legal Officers: This Schedule has been reconfigured by including a fourth (4) and fifth (5) increment to the LE-5 classification. Currently, there are only two (2) increments at the LE-5 classification.
- Schedule 1.8: Legal Services Commission: This Schedule has been reconfigured by including a fourth (4) and fifth (5) increment to the LSC-1 and LSC-2 classifications. Currently, there are only two (2) increments at both the LSC-1 and LSC-2 classifications.
- Schedule 1.11B: Department for Human Services (DHS): This Schedule provides two new salary schedules for employees within DHS whose positions are presently, under the current Agreement, classified under the Operational Services Stream (OPS) for the purposes of the *S.A. Public Sector Salaried Employees Interim Award*:
 - 'Human Services Operations Employee' (as defined in the Schedule);
 - 'Youth Justice Worker' (as defined in the Schedule).

The schedule provides the transition from the OPS Stream to either the 'Human Services Operations Employee' schedule or the 'Youth Justice Worker' schedule.

The implementation of these two new salary schedules means that there will be no employees classified under the OPS Stream in DHS.

Additionally, schedule 1.11B expands the eligibility for the Secure Training Centre Allowance to a broader range of employees engaged at the Kurlana Tapa Youth Justice Centre.

- Schedule 1.11C: Department for Child Protection (DCP): This Schedule provides two new salary schedules for employees within DCP whose positions are presently, under the current Agreement, classified under the Operational Services Stream (OPS) for the purposes of the *S.A. Public Sector Salaried Employees Interim Award*:

- 'Residential Care Worker' (as defined in the Schedule);
- 'Child Protection Worker' (as defined in the Schedule).

The schedule provides the transition from the OPS Stream to either the 'Residential Care Worker' schedule or the 'Child Protection Worker' schedule.

The implementation of these two new salary schedules means that there will be no employees classified under the OPS Stream in DCP.

Additionally, under the current Agreement, the Residential Care Allowance was only payable to an employee who had a minimum of six (6) years' experience as a Residential Care Worker within an agency. Under the proposed Agreement, the eligibility criteria for the Residential Care Allowance is as follows:

- has had not less than 1 year of service (excluding any periods of leave without pay) as a Residential Care Worker within an agency; and
- has attained the Certificate IV; and
- demonstrates and promotes the core values of providing a safe, trauma informed and supported environment for young people who are required to reside in residential care houses operated by DCP.

- Schedule 1.13: Professional Officers Stream: Additional increments to this Salary Schedule have been introduced as follows:
 - PO-2: a fifth and sixth increment; and
 - PO-3 and PO-5: a fourth increment at each classification level.

The following transitional provision applies for the proposed Agreement where a position is classified under the PO Stream:

- Where, immediately before SAET Approval of the proposed Agreement, the employee had completed 12 months service or more at the highest salary increment for the applicable classification, the employee will, upon SAET Approval, progress to the immediate next available salary increment.

For example, an employee who has completed 12 months or more service at PO-2 increment 4, will progress to the new PO-2 increment 5 upon SAET Approval of the proposed Agreement.

- Schedule 1.14: Technical Services Stream: This Schedule under the proposed Agreement removes the TGO-0 classification and reduces the number of salary increments within TGO-1 from 9 adult increments to 4 adult increments.

Taking into consideration the removal of aged-based increments, an employee presently classified under the current Agreement as a TGO-1 5th year adult or below will advance to the 6th year adult rate under the proposed Agreement. Additionally, any employee under the current Agreement at TGO-1, 6th, 7th, 8th or 9th year adult at date of SAET approval of the proposed Agreement will remain at that increment.

Appendix 3 – Saved Clauses: Save for the below proposed changes, this Appendix largely reflects the current Agreement:

- Appendix 3.2: Attorney General's Department: In addition to the provisions in this Appendix under the current Agreement regarding payment of fees by the employer and carers leave, the proposed Agreement provides for the following:
 - Employees will accrue an additional week of annual leave, 5 weeks rather than 4 weeks (accrued on a pro-rata basis for part-time employees), unless there is an existing flexible working arrangement or other type of compensation which recognises an employee's hours of work.

Subclause 3.1.1 recognises that an agency may pay overtime as part of the 'other type of compensation' which recognises an employee's hours of work.

- Where an employee travels on a Saturday or Sunday to or from a regional location in South Australia or to or from another jurisdiction in order to undertake court work, or such other work as may be required, the employee is entitled to time off in lieu of time spent travelling on those days (subject to conditions).
- Appendix 3.2A: Employees engaged under the LE Classification Stream: This is a new Appendix that applies to employees whose positions are classified under the LE Stream. The provisions in this new Appendix are the same as those inclusions in Appendix 3.2, as described above.
- Appendix 3.8: Carclew Incorporated: This Appendix expands the Ordinary Hours of Work from 8.00am to 11.00pm, Monday to Friday under the current Agreement to 8.00am to 11.00pm, Monday to Saturday under the proposed Agreement.

Additionally, this Appendix includes provisions for when Ordinary Hours are worked outside the span of hours, payment of overtime and leave entitlements.

- Appendix 3.9: Country Arts Trust: This Appendix includes provisions for when Ordinary Hours are worked outside the span of hours, payment of overtime and leave entitlements.
- Appendix 3.10: Legal Services Commission: In addition to the provisions in this Appendix under the current Agreement, the additional provisions in this Appendix are the same as those inclusions in Appendix 3.2, as described above.

Appendix 4 – Workplace Flexibility Agreements: This Appendix is the same as under the current Agreement.

Appendix 5 – Shared Services Principles: This Appendix is the same as under the current Agreement.

Appendix 6 – Work Level Definitions: Save for the below changes, this Appendix largely reflects the current Agreement:

- Appendix 6A: Administrative Services Stream – Senior Specialist/Senior Manager Work Level Definitions: This is a new Appendix and has been included as it provides Work Level Definitions for the two new ASO classification contained in Appendix 2, Schedule 1.1.
- Appendix 6B – Professional Officer (PO) Work Level Definitions: Save for the below proposed changes, this Appendix largely reflects the current Agreement:
 - Progression from PO1 – PO2 has been included in this Appendix which provides that after 12 months service at the highest increment of PO1, save for where an agency determines that the employee should remain at the lower level because of unsatisfactory performance.
 - The definitions of “Professional discipline” and “Professional knowledge” have been updated to reflect that the minimum essential qualification for an employee under the Professional Officer Stream is a university-level qualification (including a post-graduate qualification) described by the Commissioner of Public Sector Employment in a determination made under section 16 of the *Public Sector Act 2009* (SA).
 - The classification criteria for the PO-5 and PO-6 levels have been amended to remove the requirement for national and/or international recognition in order for the classification to be more widely available.
 - Additionally, this Appendix provides a new Department for Child Protection (DCP) allowance. This allowance is where a DCP employee is employed in a position under the Professional Officer classification stream that is similar to a position under the Allied Health Professional stream in the *Allied Health Professionals, Assistants and Psychologists Enterprise Agreement 2025*.

Appendix 7 – Correctional Officers: Save for the below proposed changes, this Appendix largely reflects the current Agreement:

- The current Agreement provides criteria for how and when a correctional officer can be appointment to the CO 3 (Advanced Correctional Officer) position. The proposed Agreement removes the criteria for a CO 2 to be 'appointed' to a CO 3 and instead, this Appendix provides the basis for how employees progress from CO 2 to CO 3.
- The Correctional Industry and Vocational Training Allowance (CIVT) has been increased to \$9,000 for the date that an officer reaches the fourth increment in the relevant classification. The preceding increments have been increased by the proportionate amount of the \$9,000.

The allowance will increase by the same percentages as would apply for the general salary increases.

Appendix 7A – Special Conditions for Employees Employed within the Intensive Compliance Unit: This Appendix is the same as under the current Agreement.

Appendix 8 – Dental Officers: This Appendix is the same as under the current Agreement.

Appendix 9 – Medical Physicists: Save for the below proposed changes, this Appendix largely reflects the current Agreement:

- Employees engaged as Radiochemists/Radiotherapists, with effect from SAET Approval, will be classified under the Medical Physicists classification.
- A new allowance schedule has been included for employees who classified as Medical Physicists. The allowance is equivalent to 10% of the salary for Medical Physicists and will increase by the same percentages as would apply for the general salary increases.

Appendix 10 – Hours of Work and Related Matters (Department for Health and Wellbeing): This is a new Appendix which prescribes the ordinary hours of work for employees only in the Department for Health and Wellbeing covered by the proposed Agreement, including:

- Ordinary hours may be averaged over a period of up to four weeks by agreement.
- Ordinary hours may be worked across all seven (7) days of the week where there is a genuine operational requirement or service delivery need.
- Where employees work 37.5 ordinary hours in a week, the clause allows that to continue.
- That the period over which Ordinary hours are average must be advised in writing to Employees and not changed without consultation. The advice in writing must include the difference between an existing arrangement and that proposed.
- The PSA are to be advised of services/areas under the averaging arrangement or proposed to be under an averaging arrangement.

This clause provides transitional arrangements which would apply when a service moves to (or ceases) rostering employees over seven (7) days, including three (3) month notice period and consultation requirements. Where a need has been identified for a service to change to (or cease) seven (7) day rostering, the clause provides the service can proceed to implement the change after three months. The clause also provides, in the event of a dispute about the change, the change will be implemented while the dispute is being dealt with. This is an exception to the 'status quo' provision which otherwise operates under the Grievance and Dispute Avoidance Procedure.

To avoid doubt, if you are rostered to work 8 hours, you will receive overtime if you work greater than the number of hours rostered.

For example, if an employee is rostered to work 10 hours on a given day but is required to work 11 hours, the employee would be entitled to 1 hour of overtime. That is, for the additional work beyond the rostered 10 hours.

In the case of a part time employee who is rostered to work for example 5 hours but is required to work 7 hours, overtime would not be payable for the additional 2 hours. Alternatively, the same employee might be required to work a total of 10 hours and in this case, the employee would be entitled to overtime after 8 hours works in addition to payment at ordinary time rates for work between 5 and 8 hours.

Appendix 11 – Hospital Car Parking: This Appendix incorporates the Variation of Enterprise Agreement (s 84) that was made to the current Agreement on 28 February 2023 and also includes hospital car parking or free access to public transport (if on-site/designated hospital car parking is not available) for employees subject to the enterprise agreement who are employed at any SA Dental site.

Appendix 12 - Department of Primary Industries and Regions South Australia (PIRSA): This is a new Appendix which would formalise the basis on which certain employees receive a 13.1% penalty on ordinary hours of work on weekends and public holidays. The Appendix includes a provision to ensure that employees are not worse off.

Appendix 13 – Department for Environment and Water (DEW): This is a new Appendix which would formalise the basis on which certain employees receive a 13.1% penalty on ordinary hours of work on weekends and public holidays. The Appendix includes a provision to ensure that employees are not worse off.

Employee Rights to Representation

A 'Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994*' was issued on 5 August 2024 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 proposed Agreement;
- your rights to be represented in relation to the negotiation of, and approved for, the proposed new Agreement; and
- how and where you were able to access a copy of your Safety Net Awards.

On 18 February 2025, an additional 'Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994*' was issued only for:

- employees who were covered by the *South Australian Public Sector Enterprise Agreement: Salaried 2021 (current Agreement)*; and
- were employed as an Allied Health Professional (AHP) or an Allied Health Assistant (AHA) under the current Agreement.

AHP and AHA employees are now covered by the *Allied Health Professionals, Assistants and Psychologists Enterprise Agreement 2025* which was approved by the South Australian Employment Tribunal on 11 August 2025.

As such, the Notice of Intention issued on 5 August 2024 remains applicable for all other employees covered by the current Agreement.

Where can I get more information?

For further information you may wish to contact your agency's human resource department or your representative for the purposes of these negotiations (eg, Union).