



The Agreement Explained

If a majority of weekly paid employees who vote support this proposed Agreement (i.e. vote Yes), an application will be made to the South Australian Employment Tribunal (SAET) for it to be approved.

The proposed South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2025 (the proposed Agreement):

- was negotiated pursuant to the *Fair Work Act 1994 (SA)* and is subject to approval by the South Australian Employment Tribunal;
- will replace the South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022 (the 2022 Agreement);
- will cover the general weekly paid group of South Australian Public Sector weekly paid employees; and
- will take effect from the date it is approved by the SAET and will nominally expire on 30 June 2028

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 2022 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 Agreement.

The proposed Agreement and the 2022 Agreement can be found on the Attorney-General's Department website at <https://www.agd.sa.gov.au/industrial-relations/> or by contacting the Human Resources section in your agency. The current and relevant Awards can be found on the SAET website www.saet.sa.gov.au, or contacting the Human Resources section in your agency.

Clause 1. ENTERPRISE AGREEMENT

It is proposed that the agreement be titled the *South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2025* and that it nominally expire on 30 June 2028.

Clause 2. OBJECTS AND COMMITMENTS

This clause continues to provide support for achieving government and agency objectives, workforce consultation, flexibility, mobility, development and performance.

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. References to “CSA”, “EWRP”, “First Nations Employee”, “Grant Guidelines”, “Regional Health Etc. Ancillary Employee” and “SCHADS” have been added. A reference to the Chief Executive of the Department of Treasury and Finance (CE, DTF) has been removed, and the term “employer” has been updated.

Clause 4. PARTIES BOUND

This clause differs from the current clause. A reference to the CE, DTF has been changed to “the Employer”. The names of Unions have been updated at subclause 4.1. The Department for Innovation and Skills has been updated to the Department of State Development at subclause 4.2. The *SA Ambulance Service Enterprise Agreement 2017* has been updated to the *SA Ambulance Service Enterprise Agreement 2022*. Subclause 4.3 (aa) adds an employee who is subject to the *Allied Health Professionals, Assistants and Psychologists Enterprise Agreement 2025*.

Clause 5. OTHER ENTERPRISE AGREEMENTS

This clause is the same as the current clause.

Clause 6. NO EXTRA CLAIMS

A new subclause 6.8 ensures that any future wage increases or changes to classification structures in certain relevant federal awards that will be more beneficial to the affected employees will not be considered as a claim or extra claim.

Clause 7. NEGOTIATION OF A NEW AGREEMENT

This clause provides for commencement of negotiations for a new Agreement six months prior to the nominal expiry of the proposed Agreement.

Clause 8. PERFORMANCE IMPROVEMENT

This clause is the same as the current clause.

Clause 9. VARIATIONS

This clause is to the same effect as the current clause. It differs in that a reference to the CE, DTF has been changed to “the

Employer”.

Clause 10. CONSULTATIVE PROCESSES

This clause is to the same effect as the current clause. It differs in that the word “major” has been removed from subclause 10.3 (c). A reference to the CE, DTF has been changed to “the Employer”.

Clause 11. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

This clause is to the same effect as the current clause. It differs in that a reference to Chapter 5, Part 3, Division 4 of the Act has been amended to Chapter 2, Part 2 of the Act.

Clause 12. WAGE ADJUSTMENTS

This clause provides for wage increases for various employee cohorts coming into effect from the first full pay period (ffpp) on or after 1 July 2025; 1 July 2026; and 1 July 2027.

Clause 13. SALARY PACKAGING ARRANGEMENTS

This clause is the same as the current clause.

Clause 14. INCREMENTAL PROGRESSION

This clause is the same as the current clause.

Clause 15. SECURITY OF EMPLOYMENT

This clause has the same effect as the current Agreement and has been strengthened, removing the note in the former clause 15.3.

Clause 16. REDEPLOYMENT, RETRAINING AND REDUNDANCY

This clause is the same as the current clause.

Clause 17. CONDITIONS – DISABILITY SERVICES OFFICERS

This clause differs from the current clause. The name of the clause has been varied from “Paid Meal Breaks – Disability Services Officers” to “Conditions – Disability Services Officers”. The subheading “Paid Meal Breaks” has been added above subclause 17.1. Reference to “TOIL” at subclause 17.2 has been varied to “Time Off in Lieu (TOIL)”. New subclauses 17.5 to 17.11 have been added which provide for afternoon shift penalty, high intensity shift allowance, and Sunday penalty rates.

Clause 18. SUNDAY PENALTY RATES

This clause has been added into the new Agreement which provides for all employees other than Disability Services Officers to be paid at the rate of 175% for any ordinary hours worked on Sunday.

Clause 19. OTHER CONDITIONS OF EMPLOYMENT

This clause is the same as the current clause 18.

Clause 20. CONDITIONS OF EMPLOYMENT FOR HEALTH ANCILLARY AWARD EMPLOYEES

This clause is the same as the current clause 19.

Clause 21. FIRST AID ALLOWANCE

This clause is the same as the current clause 20.

Clause 22. SENIOR FIRST AID CERTIFICATE – DEPARTMENT OF HUMAN SERVICES

This clause is the same as the current clause 21.

Clause 23. MULTI-SITE ALLOWANCE

The allowance has been increased as specified in the proposed agreement.

Clause 24. NGERIN ALLOWANCE

This clause differs from the current clause 23. The allowance has been increased as specified in the proposed agreement. A note has been added to subclause 24.1 providing for a consolidated daily allowance of \$62.56. Subclause 23.3 in the current Agreement has been replaced by a new subclause 24.3 addressing Managerial Allowance. Subclause 24.4 has been added addressing TOIL.

Clause 25. NATIONAL DISABILITY INSURANCE SCHEME (NDIS)

This clause is to the same effect as the current clause 24. It differs in that the words “is undergoing” at subclause 25.1 has been varied to “has undergone and will continue to undergo”. The words “may require” at subclause 25.2 have been varied to “has required”. The words “and acknowledge that further changes may be required” has been added to subclause 25.2. The words “enter into” at subclause 25.3 has been changed to “hold”, and the word “any” has been added.

Clause 26. ENFORCEMENT

This clause is the same as the current clause 25.

Clause 27. MINIMUM HOURS OF ENGAGEMENT

This clause is the same as the current clause 26.

Clause 28. PUBLIC HOLIDAYS

This clause is to the same effect as the current clause 27. Minor typographical errors have been amended.

Clause 29. ON-CALL/RECALL

This clause is to the same effect as the current clause 28. The allowance has been increased as specified in the proposed agreement. A reference to the *Holidays Act 1910* has been updated to the *Public Holidays Act 2023*.

Clause 30. NIGHT SHIFT PENALTY

This clause is the same as the current clause 29.

Clause 31. TOIL ENTITLEMENTS

This clause is the same as the current clause 30.

Clause 32. LICENSING FOR PERFORMING HIGH RISK WORK

This clause is the same as the current clause 31.

Clause 33. RECLASSIFICATION DATE

This clause is the same as the current clause 32.

Clause 34. EMPLOYEE ENGAGEMENT

This clause is the same as the current clause 33.

Clause 35. RECOGNITION OF UNION DELEGATES

This clause is to the same effect as the current clause 34. It differs in that references to the CE, DTF have been changed to “the Employer”.

Clause 36. RIGHT OF ENTRY

This clause is the same as the current clause 35.

Clause 37. EMPLOYEE ASSOCIATION/UNION WORKSITE VISITS

This clause differs from the current clause 36. Further wording has been added to subclause 37.2 providing that unions may schedule multiple 30-minute sessions within a workplace. Clause 36.4 in the current Agreement has been varied to Clause 37.5. A new subclause 37.4 in the proposed Agreement enables the provision of an appropriate venue for the purpose of union meetings.

Clause 38. ORIENTATION AND INDUCTION PROGRAMMES

This clause is to the same effect as the current clause 37. The words “in paid time” has been added to subclause 38.3. Additional wording to subclause 38.3 provides that the employer cannot discourage, hinder or obstruct an employee from attending a union induction. A new subclause 38.5 has been added which provides that the presentation may be in person or online, at the choosing of the employee association/union. The numbering of subsequent subclauses has hence been varied.

Clause 39. UNION FEES

This clause is the same as the current clause 38.

Clause 40. REVIEWS

This clause differs from the current clause 39. References to the CE, DTF have been changed to “the Employer”. New subclauses 40.5 to 40.8 have been added. Subclause 40.5 provides for a review of Appendix 3.1 of the Agreement. Subclause 40.6 provides for the Parties bound by the Agreement to recognise the benefits of permanent full-time employment. Subclause 40.7 provides for a review to be taken with a view to increase full-time employment. It further provides for the CE, AGD and UWU to review clause 42 during the life of the Agreement. Subclause 40.8 provides for a review into relativities between pay levels and pay points.

Clause 41. CONVERSION TO PERMANENCY OR PERMANENT HOURS

This clause differs from the current clause 40. This clause adds a new subclause 41.7 that provides for any reference to a period of 12 months in the relevant Award provisions to be taken to be a reference to a period of 9 months for the purposes of clause 41.

Clause 42. STAFF SHORTAGES, VACANCIES AND ALLOCATING ADDITIONAL HOURS

This clause differs from the current clause 41. This clause adds two new subclauses that provide for the employer to provide 6-monthly reports to the Union each year pertaining to employee demographics. Further variations provide for UWU to review clause 42 during the life of the Agreement. A reference to “EOI” in clause 41.8 (b) of the current Agreement has been changed to “Expression of Interest (EOI)” in clause 42.10 (b) of the proposed Agreement.

Clause 43. OTHER LEAVE ARRANGEMENTS

This clause is the same as the current clause 42.

Clause 44. ANNUAL LEAVE

This clause is the same as the current clause 43.

Clause 45. SPECIAL LEAVE

This clause differs from the current clause 44. New subclauses 45.3 and 45.4 that provides for special leave with pay for First Nations Employees.

Clause 46. RETENTION LEAVE

This clause is the same as the current clause 45.

Clause 47. TRADE UNION TRAINING LEAVE

This clause is the same as the current clause 46.

Clause 48. PERSONAL LEAVE – INJURY AND SICKNESS

This clause is the same as the current clause 47.

Clause 49. DOMESTIC/RELATIONSHIP VIOLENCE LEAVE

This clause is the same as the current clause 48.

Clause 50. WORKLIFE FLEXIBILITY

This clause is the same as the current clause 49.

Clause 51. WORKPLACE FLEXIBILITY

This clause is to the same effect as the current clause 50. It differs in that a reference to the CE, DTF has been changed to “the Employer”.

Clause 52. TRAINING AND DEVELOPMENT

This clause is the same as the current clause 51.

Clause 53. WORK HEALTH AND SAFETY

This clause differs from the current clause 52. The wording of subclause 53.8 has been altered regarding work overload and raising the allocation with local management. This clause adds subclauses 53.9 to 53.12 which provide for a workload review to be conducted by a relevant employer/agency, identifying how workloads can be managed. If not resolved, the allocation may be reviewed by the chief executive. These provisions do not exclude consultation provisions in the Agreement.

Clause 54. INJURY AND INCOME PROTECTION

This clause is the same as the current clause 53.

Clause 55. CAR PARKING AND PUBLIC TRANSPORT

This clause has been added to provide a maximum fortnightly charge equivalent to \$25.00 per fortnight for eligible employees. It provides for new employees to be issued a Department of Human Services/SA Health/LHN car parking permit (as applicable) and free access to public transport upon presentation of valid hospital identification. It also lists the sites which are in scope for “on-site/designated hospital car parking”.

Clause 56. 12 HOUR SHIFTS

This clause has been added to address the 12-hour shifts worked by employees who are employed pursuant to the Intellectual Disability Award.

Appendix 1: REDEPLOYMENT, RETRAINING AND REDUNDANCY

This Appendix is the same as the current Appendix.

Appendix 2: PARITY WAGES

This Appendix includes a series of Schedules that detail classifications, rates and salaries (where applicable) that currently apply and those that are proposed to apply from the first full pay period (ffpp) on or after 1 July 2025, 1 July 2026 and 1 July 2027.

Appendix 3: PROVISIONS APPLICABLE TO SPECIFIC OCCUPATIONAL GROUPS**Appendix 3.1: DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONS**

This Appendix is to the same effect as the current Appendix. The number "14" at Part D1 (a) (iii) has been corrected to "114"; this was a typographical error in the previous agreement.

Appendix 3.2: CHILD CARE WORKERS IN TAFE SA

Clause 11 has been added to include Educational Leader Allowance.

Appendix 3.3: GOVERNMENT HOUSE WEEKLY PAID EMPLOYEES

This Appendix is the same as the current Appendix.

Appendix 3.4 MINISTERIAL CHAUFFEURS

This Appendix is to the same effect as the current Appendix. It differs in that an amount of \$19.85 has been added to 4.1, and wording has been removed. 4.2 from the current Appendix has been renumbered to 4.3, and a new 4.2 has been added to this Appendix addressing increases to the allowance. 5.1 has been reworded, including a new review commencement time, and a reference to CE, DTF has been changed to "the Employer".

Appendix 3.5: SHARED SERVICES PRINCIPLES

This Appendix is the same as the current Appendix.

Appendix 4: WORKPLACE FLEXIBILITY AGREEMENTS**Appendix 4.1: DEPARTMENT OF ENVIRONMENT AND WATER AND REGIONAL LANDSCAPE BOARDS**

This Appendix is to the same effect as the current Appendix. It differs in that references to the Department of Environment and Natural Resources (DENR) have been changed to the

Department of Environment and Water (DEW).

Appendix 5: AWARD MATTERS

This Appendix is the same as the current Appendix.

Appendix 6: WORK LEVEL DEFINITIONS

Schedule 4.2 varies "Theatre Orderly Duties" to "Operating Theatre Technicians Duties". Schedule 4.4 varies "Sterilisation Services" to "Sterilisation Services Technicians".

TECHNICAL MATTERS EXPLAINED**Employee Rights to Representation**

A "Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994* (SA)" was issued on 10 July 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 new 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 Wages Parity Enterprise Agreement: Weekly Paid 2025* 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 *Fair Work Act 1994* (SA).

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.

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Authorised by AGD, IRAP: November 2025