

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT  
TRIBUNAL**

## Case Details

<b>Case number</b>	ET-20-05225
<b>Applicant</b>	Chief Executive Department of Treasury and Finance, Troy Horn, Public Service Association of SA Inc (PSA) Community and Public Sector Union (CPSU) SA Branch, Construction Forestry Maritime Mining & Energy Union (CFMEU) Manufacturing Division, SA Branch

## Orders - Approval of Enterprise Agreement ForestrySA Enterprise Agreement 2020

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 14 January 2021 and have a life extending for a period of 24 months therefrom.

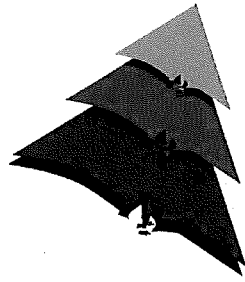
A handwritten signature in black ink, reading 'P J McMahon', is written over a light blue rectangular background.

**Commissioner McMahon**

**28 Jan 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**ForestrySA**

# **FORESTRYSA ENTERPRISE AGREEMENT 2020**

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## PART 1: AGREEMENT REGULATION & ADMINISTRATION

### 1.1 ENTERPRISE AGREEMENT

- 1.1.1. This Enterprise Agreement is made pursuant to the *Fair Work Act 1994* (SA), Chapter 3, Part 2.
- 1.1.2. This Enterprise Agreement may be referred to as the "ForestrySA Enterprise Agreement 2020".
- 1.1.3. This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal.
- 1.1.4. The term of this Enterprise Agreement shall be two years from the date of approval by the South Australian Employment Tribunal.
- 1.1.5. This Enterprise Agreement supersedes all previous Enterprise Agreements that applied to ForestrySA.
- 1.1.6. The Parties to this Enterprise Agreement will commence negotiations for a new Agreement no later than 6 months prior to the expiry date of this Enterprise Agreement.

### 1.2 DEFINITIONS

In this Agreement:

**"Act"** means the *South Australian Forestry Corporation Act 2000*

**"Agreement"** means the ForestrySA Enterprise Agreement 2020.

**"Allowances"** means monetary amounts paid to cover anticipated costs or as a compensation for conditions of employment. They are not a reimbursement as they are not exact compensation for the expense incurred.

**"Association"** means an Association / Union that is registered under the *Fair Work Act 1994* (SA) and is a party to this Agreement.

**"Association Delegate"** means a ForestrySA employee who has been appointed in writing by the Association of which that person is a member.

**"Banking of Time"** is the process where an employee may elect to accumulate time from additional hours worked that can be taken at some other time by mutual agreement.

**"Banked Time"** is the quantum of time accumulated under Banking of Time arrangements.

**"Chief Executive"** means a person appointed to, or assigned to act in, the position of Chief Executive of ForestrySA and shall include their delegate(s).

**"Classification and Remuneration Structure"** means the 10 level classification and remuneration structure contained in this Agreement as set out in Schedule 1.

**"Crib Break"** means a period of time during which an employee takes sustenance while remaining on duty or available for duty and if necessary will resume the performance of duties, which time either counts as part of the employee's ordinary hours or accrues Banked Time.

**"Commissioner Standards"** means a Standard made, varied or substituted for by the Commissioner for Public Sector Employment (CPSE) under the *Public Sector Act 2009*, and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPSE.

**"CPSE"** means the Commissioner for Public Sector Employment, delegate thereof, or a person holding or acting in the position of Commissioner for Public Sector Employment.

**“Employee”** means any person employed by ForestrySA (and bound by this Agreement) whose classification and remuneration are contained within the terms of this Agreement.

**“Employer”** means the South Australian Forestry Corporation trading as ForestrySA.

**“Employee Representative”** includes an Association, as defined above or employee(s) nominated to represent an employee bound by this Agreement who does not wish to be represented by an Association.

**“Fair Work Act”** means the *Fair Work Act 1994* (SA), as amended.

**“ForestrySA”** means the South Australian Forestry Corporation.

**“FSA Level”** means the Level and Step and associated salary in the Classification and Remuneration Structure as set out in Schedule 1 of this Agreement.

**“Hourly Rate”**: except if otherwise stated, where it is necessary for any purpose of this Agreement to determine an hourly rate of pay, the following formula is to be used: Annual Salary is to be multiplied by 6 and divided by 313 and that figure is then divided by 38.0 or 37.5 as defined in clause 4.2 to arrive at the hourly rate.

**“Mercer”** means the Mercer CED Job Evaluation system.

**“Official of an Association”** means an authorised officer of an Association/Union.

**“Other Designated Position”** means an employee engaged in one of the following positions: Operations Coordinator Planning and Operations Support Coordinator.

**“Overtime”** is defined in clauses 4.3 and 4.5 of this Agreement.

**“Party”** and **“Parties”** means the persons, entities and Associations referred to in clause 1.3.1.

**“Policy”** or **“Procedure”** means all documented Policy, Procedure, Guideline and Instructions authorised and issued by ForestrySA from time to time.

**“Reasonable Overtime”** means ForestrySA must consult and agree with an employee when determining the amount of overtime to be worked. ForestrySA will take into account the health and safety of each employee, personal responsibilities and business needs. Additionally, an employee is not expected to work overtime for a prolonged number of weeks without a break from working overtime. This does not include fire protection, (refer Part 6 of this Agreement).

**“Reimbursements”** means exact monetary compensation for actual expenses incurred by an employee.

**“SAET”** means the South Australian Employment Tribunal.

**“SBC”** means the ForestrySA Single Bargaining Centre.

**“Substantive rate”** means the employee’s FSA Level and Step rate of pay.

**“Unions”** means the:

- Public Service Association of South Australia Incorporated (PSA), Community and Public Sector Union (CPSU), State Public Services Federation (SPSF) Group (SA Branch) and
- Construction Forestry Maritime Mining & Energy Union – Manufacturing Division SA Branch.

**“Work Value”** means a combination of the level of expertise, judgement and accountability that resides with a position as assessed using the Mercer Job Evaluation system.

### 1.3 PARTIES BOUND

- 1.3.1. Subject to this clause, this Agreement is binding upon the following:
- 1.3.1.1. Chief Executive, Department of Treasury and Finance (as the declared employer for public employees for the purposes of the *Fair Work (General) Regulations 2009*;
  - 1.3.1.2. Forestry SA;
  - 1.3.1.3. All ForestrySA employees, other than those on individual Employment Agreements;
  - 1.3.1.4. Public Service Association of South Australia Incorporated (PSA), Community and Public Sector Union (CPSU) State Public Services Federation (SPSF) Group (SA Branch); and
  - 1.3.1.5. Construction Forestry Maritime Mining & Energy Union – Manufacturing Division SA Branch.
- 1.3.2. This Agreement is not binding on persons appointed, employed or holding a position:
- 1.3.2.1. As Chief Executive or other Executive position except that this Agreement shall be binding on the Chief Executive in the capacity as the employer of ForestrySA employees;
  - 1.3.2.2. Subject to an individual Employment Agreement, "Contract", (whether common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
  - 1.3.2.3. As a trainee employed by the Chief Executive of ForestrySA under the National Training Award or relevant South Australian Public Sector Award Training Wage Arrangements, or under a particular scheme that specifies the rates of pay applicable to trainees under the scheme.

### 1.4 RELATIONSHIP OF AGREEMENT

- 1.4.1 The Parties to this Agreement acknowledge that issues of Government Policy, Policy decisions of the South Australian Forestry Corporation (trading as ForestrySA), Directions, Guidelines, Standards and Instructions of either ForestrySA or the CPSE and resource allocation fall outside of the parameters of this Agreement. ForestrySA undertakes to, wherever possible, keep relevant employees informed in relation to such issues.
- 1.4.2 ForestrySA Policy, Procedures, Instructions and Guidelines as varied from time to time will supplement the clauses in this Agreement. To the extent that there is any disparity between ForestrySA Policy and this Agreement, this Agreement will prevail. ForestrySA Policy does not form part of this Agreement.
- 1.4.3 Nothing contained in this Agreement will be deemed to alter any existing condition, privilege, custom and practice at the time of developing this Agreement in respect of any matter not specifically provided for in this Agreement.
- 1.4.4 Subject to this clause this Agreement is to be read and interpreted in conjunction with the *S.A. Public Sector Salaried Employees Interim (SAPSSEI) Award*; the *South Australian Government Civil Construction and Maintenance Award* and the *Public Service (Recreation Leave Loading) Award*; however a clause in this Agreement will prevail over any provision of those Awards to the extent of any inconsistency.
- 1.4.5 In this Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing those statutes.
- 1.4.6 The headings and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement.

## **1.5 NO EXTRA CLAIMS**

- 1.5.1. This Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 1.5.2. The rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of the General Review of Award Wages and Minimum Standard for Remuneration (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 1.5.3. Subject to this clause, the employees (including an employee agent that is a signatory) and Associations undertake that for the term of this Agreement, they will not pursue any further or other claims within the parameters of this Agreement, except where consistent with State Wage Case principles.
- 1.5.4. Saving that the Association(s) and ForestrySA will consult and agree from time to time to vary the provisions contained in Schedule 2, consistent with relevant CPSE Determinations, as amended from time to time, or the Industrial Relations and Policy Branch of the Department of Treasury and Finance.



## **PART 2: OBJECTIVES**

### **2.1 OBJECTIVES OF THIS AGREEMENT**

2.1.1. This Agreement between the Parties reflects enhanced management and employee relationships. This Agreement has been developed through a process of consultation and participation with all Parties and reflects the ongoing commitment to the future directions of ForestrySA as set out in the ForestrySA Charter. In particular, the role of ForestrySA includes the requirements to:

- a) Manage State-owned plantation forests for commercial production in line with best practice standards for forestry operations and environmental management;
- b) Undertake directly or with industry partners and, where appropriate commercialise, forestry related research for the benefit of the Corporation and the State;
- c) Maximise the value of the Corporation whilst achieving other key requirements of Government;
- d) Encourage and facilitate regionally based economic activities based on forestry and other industries;
- e) Support regional resource protection initiatives and programs;
- f) Support the concept of environmental sustainability which assists in the protection of natural assets and market accessibility; and
- g) Support cooperative research activities within the forest industry.

2.1.2. This Agreement will assist in the achievements of the ForestrySA Charter and the alignment of an organisational culture to reflect ForestrySA's business focus.

### **2.2 COMMITMENT TO BUSINESS OBJECTIVES**

The Parties to this Agreement are committed during the life of this Agreement to pursue the following initiatives:

- 2.2.1. Acknowledging the mutual benefit of maintaining a safe and healthy work environment in accordance with applicable legislation.
- 2.2.2. ForestrySA developing and maintaining procedures and processes that facilitate and support a safe and healthy work environment. An employee accepting responsibility in upholding and complying with such procedures and processes.
- 2.2.3. Providing and maintaining a safe and healthy work environment such that ForestrySA will not require an employee to undertake an unreasonable workload in the ordinary discharge of the employee's duties.
- 2.2.4. Ensuring that the structure of the business supports the efficient and effective delivery of products and services.
- 2.2.5. Maintaining and enhancing the Policies and Standards Management System, including the adoption of the Australian Standard for Sustainable Forest Management (AS 4708) administered by Responsible Wood.
- 2.2.6. Providing and enhancing programs for organisational development including performance development, workforce planning, training and development, leadership and management skill development to promote a culture of shared goals and continual improvement.
- 2.2.7. Committing to the skills development of an employee within ForestrySA to reinforce the requirements of increased technical capacity in areas such as, but not limited to, the silvicultural

management of forest plantations and the development of business and operational skills to ensure the future competitiveness of ForestrySA.

- 2.2.8. Continuing the implementation of a constructive and business focused culture that supports the principle of interdependence with the Parties accepting responsibility and accountability for their actions.

## **PART 3: EMPLOYEE RELATIONS MANAGEMENT**

### **3.1 CONSULTATIVE PROCESS**

- 3.1.1. The SBC will be the peak forum for discussions and consultation within the terms of this Agreement. The SBC will consist of management representatives, employee representatives and representatives from the Associations, and be supported with appropriate resources.
- 3.1.2. The SBC will be responsible for the continued support of this Agreement. The representatives within the SBC have a responsibility to adequately consult with the people they represent and to keep them properly informed.
- 3.1.3. The Parties commit to the following consultative principles:
  - a) Consultation involves the sharing of information and the exchange of views between ForestrySA and its employees and their representatives and the genuine opportunity for them to contribute effectively to any decision making process with significant potential impact on groups of employees;
  - b) ForestrySA shall consult in good faith, not simply advise what will be done;
  - c) Workplace change, which will affect a significant number of employees, should not be implemented before appropriate consultation has occurred with employees and their representatives; and
  - d) Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace in relation to issues, which are the subject of consultation pursuant to this provision.

### **3.2 GRIEVANCE AND DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE**

- 3.2.1. This procedure aims to avoid industrial disputes or where a dispute occurs to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to the performance of work, without prejudice to any party.
- 3.2.2. Except where a bona fide health and safety issue is involved work should continue on a "status quo" basis while the matter in dispute is being dealt with in accordance with these procedures. A "status quo" basis shall mean the work arrangements in place at the time the matter was first raised in accordance with these procedures.
- 3.2.3. The Parties to this Agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
- 3.2.4. For the purpose of this clause an industrial dispute does not include a matter relating to any aspect of a Workers Compensation claim or injury rehabilitation issue; or to any health and safety issue. These matters are covered by separate Legislation and processes, which include processes for dispute resolution.
- 3.2.5. Any industrial dispute or matter likely to create an industrial dispute should be dealt with in the following manner:
  - Stage 1 The employee or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the dispute or likely dispute exists.
  - Stage 2 If the matter is not resolved at this level, the employee or employee representative is entitled to ask for the matter to be referred to an appropriate Manager who shall arrange a conference to discuss the matter. If requested by the Manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable. The consultation process shall commence as soon as mutually agreed and within 1

working day of the dispute or likely dispute having been indicated or within such other period as the Parties may agree.

- Stage 3 If a matter cannot be resolved following the above procedures, the Parties should enter into consultation at a higher level on both sides, as the Parties consider appropriate. At this stage the employee, employee representative or ForestrySA, can choose to have the matter referred for mediation to an agreed industrial relations consultant, which may include the CPSE or the Industrial Relations and Policy Branch of the Department of Treasury and Finance, who shall arrange a conference to discuss the matter and assist if agreed to by the Parties.

At any stage in the procedures above after consultation between the Parties has taken place in accordance with these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the Parties. If requested the subject of the dispute shall be put in writing, so far as is reasonably practicable.

- 3.2.6. If a dispute arising from any industrial matter, including a dispute arising under this Agreement, is unable to be resolved at the work place and all steps for resolving the dispute as detailed above have been exhausted, the dispute shall be referred to the South Australian Employment Tribunal.

### **3.3 ASSOCIATION DELEGATE**

A ForestrySA employee appointed Association Delegate in the area in which the employee is employed will, upon notification of this to ForestrySA, be recognised as the accredited representative of the Association to which the employee belongs. An accredited Association Delegate is to be allowed reasonable time during working hours, at a mutually convenient time, to interview ForestrySA representatives on matters affecting employees whom the accredited Delegate represents.

### **3.4 RIGHT OF ENTRY**

Associations will have Right of Entry provisions consistent with the *Fair Work Act 1994* (SA).

## **PART 4: CONTRACT OF EMPLOYMENT AND HOURS OF WORK**

### **4.1 CONTRACT OF EMPLOYMENT**

#### **4.1.1. Term of Employment**

An employee other than a casual employee is employed on a fortnightly basis.

### **4.2 HOURS OF WORK – DAY WORKER**

4.2.1. The ordinary hours of work for an employee are 37.5 hours per week whilst a Forest Maintenance Worker and an employee in an Other Designated Position are 38.0 hours per week.

- a) No employee will be required to work more than 5 hours without a 30 minute unpaid break unless mutually agreed between the employee and their Manager.
- b) Ordinary hours of work for an employee other than a Forest Maintenance Worker and an employee in an Other Designated Position, will generally not exceed 7.5 hours in any 1 day. A Forest Maintenance Worker will generally work an 8 hour day in order to accrue PDO's and Banked Time. (See clause 4.14).
- c) A Forest Maintenance Worker is required to perform their normal hours of duty between the hours of 6.00 am and 6.00 pm Monday to Friday and all other employees are required to perform their normal hours of duty between 8.00 am and 6.00 pm Monday to Friday with their normal duty hours agreed with their Manager.

#### **4.2.2. Work cycles**

The following cycles of work may be adopted for a Forest Maintenance Worker:

- a) 38.0 hours within a work cycle not exceeding 7 consecutive days; or
- b) 76.0 hours within a work cycle not exceeding 14 consecutive days; or
- c) 114.0 hours within a work cycle not exceeding 21 consecutive days; or
- d) 152.0 hours within a work cycle not exceeding 28 consecutive days.

4.2.2.1. (a) Other than as provided for in sub-clause 4.2.2.1(b), the ordinary hours of work prescribed herein must be worked continuously, (except for meal breaks), as set out in clause 4.2.1(c) and at the discretion of ForestrySA. However, the spread of ordinary hours may be altered by agreement between ForestrySA and the majority of employees concerned.

- (b) Where an employee's ordinary hours of work on any day are not worked continuously, excluding meal breaks of 60 minutes or less, such employee will be paid an additional 10 per cent of the employee's ordinary rate of pay for all time worked. In addition, payment for any time actually worked outside of the span of hours prescribed in sub-clause 4.2.1 will be in accordance with clause 4.3.4 Table 1. This provision does not apply when an employee requests non-continuous work.

4.2.2.2. The ordinary hours of work prescribed in clause 4.2.1 may be worked:

- a) On any day or all of the days of the week, Monday to Friday; or
- b) According to roster over 6 or 7 days per week as required.

4.2.2.3. The ordinary hours of work will generally not exceed 10 on any day. In any arrangement of ordinary working hours where the ordinary working hours are to

exceed 8 on any day, the arrangement of hours will be subject to the agreement of ForestrySA and the majority of employees in the section(s) concerned.

4.2.2.4. By agreement between ForestrySA, the Association(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- a) ForestrySA and the employees concerned being guided by the Fatigue Management section of the Workplace Health and Safety Manual;
- b) Appropriate health monitoring procedures being introduced;
- c) Suitable roster arrangements being made; and
- d) Proper supervision being provided.

4.2.2.5. The ordinary working hours will be determined as follows:

- a) By employees working less than 8 ordinary hours each day; or
- b) By employees working less than 8 ordinary hours on 1 or more days each week; or
- c) By fixing 1 weekday on which all employees will be off duty during a particular work cycle; or
- d) By rostering employees off on various days of the week during a particular work cycle so that each employee has 1 weekday off during that cycle.

### **4.3 OVERTIME – DAY WORKER**

4.3.1. "Overtime" means time worked in excess of ordinary hours that is non-Fire Protection related. For Fire Protection overtime see Part 6.

- a) Work in excess of an employee's normal hours of duty and where such time is in excess of 8 hours in any 1 day or 38 hours in any 1 week unless the additional hours worked are in accordance with a Banking of Time arrangement agreed between the Parties to this Agreement or are otherwise excluded by the operation of this Agreement.
- b) All time worked on Saturdays, Sundays, and Public Holidays, other than work performed on any such day which constitutes part of an employee's normal hours of duty.
- c) Overtime in any day will be paid to the nearest 15 minutes.

4.3.2. Requirement to Work Reasonable Overtime. (Excludes Fire Protection, see Part 6)

ForestrySA may require any employee to work reasonable overtime (as defined in this Agreement) at overtime rates and the employee must work overtime in accordance with that requirement.

4.3.3. For the purpose of this clause "ordinary hours" means the hours of work fixed by ForestrySA in accordance with clause 4.2 of this Agreement.

4.3.4. In calculating overtime each day stands alone and will be paid in accordance with the following tables.

### Overtime Tables (Excludes Fire Protection, see Part 6)

**Table 1: An Employee other than a Casual**

Days	Overtime Rates	Variations
Monday to Friday	<p>For a Forest Maintenance Worker 1.5 times the hourly rate of pay for the first 2 hours and then 2.0 times the hourly rate thereafter.</p> <p>For any other employee 1.5 times the hourly rate for the first 3 hours and then 2.0 times the hourly rate thereafter.</p> <p>Overtime rate is capped at FSA Level 7 (see clause 4.3.7 and 4.3.8).</p>	<p>Overtime will be paid for hours in excess of 8 hours per day.</p> <p>For a Part Time employee in any given day, hours worked in excess of their ordinary part time hours and less than 8 will be at 1.0 times the hourly rate.</p> <p>Banked Time at the rate of hour for hour is available by agreement with supervisors.</p>
Saturday	<p>For a Forest Maintenance Worker 1.5 times for the first 2 hours and then 2.0 times the hourly rate thereafter.</p> <p>For any other employee 1.5 times the hourly rate for the first 3 hours and then 2.0 times the hourly rate thereafter.</p> <p>Except any time worked after 12:00 pm at which the rate will be 2.0 times the hourly rate</p> <p>Overtime rate is capped at FSA Level 7 (see clause 4.3.7 and 4.3.8).</p>	<p>Must be paid for a minimum of 3 hours.</p> <p>Banked Time at the rate of hour for hour is available by agreement with supervisors.</p> <p>For a Ranger, any time worked in excess of 15 rostered hours on a weekend and classed as overtime is payable at 1.5 times the hourly rate for the first 2 hours and 2.0 times the hourly rate thereafter. All overtime on a Saturday after Noon and all overtime on a Sunday will be paid at 2.0 times.</p>
Sunday	<p>All hours 2.0 times the hourly rate.</p> <p>Overtime rate is capped at FSA Level 7 (see clause 4.3.7 and 4.3.8).</p>	<p>Must be paid for a minimum of 3 hours.</p> <p>Banked Time at the rate of hour for hour is available by agreement with supervisors.</p> <p>For a Ranger, see above variation.</p>
Public Holidays	<p>Ordinary day of pay plus 1.5 times the hourly rate for the hours worked up to ordinary hours. Then 2.5 times the hourly rate for hours worked in excess of ordinary hours.</p> <p>Overtime rate is capped at FSA Level 7 (see clause 4.3.7 and 4.3.8).</p> <p>Where a Public Holiday falls on a Saturday or Sunday all hours worked (excluding Rangers) are to be paid at 2.5 times the hourly rate.</p>	<p>Must be paid for a minimum of 3 hours.</p> <p>Banked Time at the rate of hour for hour is available by agreement with supervisors.</p>
Christmas Eve and New Year's Eve - the hours between 7.00 pm and midnight on each of these days are to be treated as Public Holiday	<p>Overtime between 7.00pm and midnight paid at 2.5 times the hourly rate.</p>	

**Table 2: A Casual**

Days	Overtime Rates	Variations
Monday to Friday	For hours worked in excess of 7.6 hours, for the first 2 hours at 1.5 plus the appropriate loading times the base hourly rate (without casual loading) then 2.2 0 plus the appropriate loading times the base hourly rate thereafter.	In any given day, hours worked up to 7.6 hours will be at ordinary casual rate.
Saturday	The first 2 hours at 1.5 plus the appropriate loading times the base hourly rate then 2.0 plus the appropriate loading times the base hourly rate thereafter.	All work after Noon on Saturday at 2.0 plus the appropriate loading times the base hourly rate.
Sunday	All hours worked at 2.0 plus the appropriate loading times the base hourly rate.	
Public Holidays Christmas Eve and New Year's Eve - the hours between 7.00 pm and midnight on each of these days are to be treated as Public Holiday	For all hours worked, at 1.5 plus the appropriate loading times the base hourly rate.	A Public Holiday falling on Saturday or Sunday will be paid as per the above Saturday and Sunday overtime rates.

#### 4.3.5. Overtime must be authorised:

- 4.3.5.1. Payment for overtime will only be made if approval is obtained in advance of overtime being worked.
- 4.3.5.2. Where an employee seeks to be granted Banked Time in lieu of payment for overtime, permission may be given prior to or after the working of the additional time. Such a request can only relate to the current pay period.
- 4.3.5.3. Payment for overtime does not extend to an employee:
  - a) Who is paid an allowance in lieu of overtime;
  - b) Whose salary exceeds the maximum salary of the FSA Level 7 classification for the performance of one-off tasks. (Any requests for payment of overtime for either one-off tasks or in response to emergency situations are to be referred to the Chief Executive)
- 4.3.6. Where an employee, who is regularly required or there is a need for ongoing overtime to be worked, whose salary exceeds the maximum salary of FSA Level 7 classification, may be considered for payment of overtime or by agreement be given Banked Time. Approval is to be obtained from the Chief Executive.
- 4.3.7. An employee whose salary exceeds the maximum salary of the FSA Level 7 classification will receive the overtime payment based on the rate of the maximum increment of FSA Level 7 Step 3.
- 4.3.8. An employee whose salary equals or exceeds the minimum salary of FSA Level 7, yet is less than the minimum of FSA Level 8 will receive the overtime payment based on the rate of the minimum salary increment of FSA Level 7 Step 1.
- 4.3.9. Rest Period after Overtime
  - 4.3.9.1. When overtime work is necessary it will, wherever reasonably practicable, be arranged so that an employee will have a minimum of 8 consecutive hours off duty excluding travel times between work on successive days.
  - 4.3.9.2. An employee (other than a casual employee), who works so much overtime between the end of the employee's ordinary work on 1 day and the start of the employee's



ordinary work on the next day that the employee has not had at least 8 consecutive hours off duty between those times must, subject to this sub-clause, be released after finishing such overtime until the employee has had 8 consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the 8 hours off duty.

- 4.3.9.3. If, on the instructions of ForestrySA, an employee resumes or continues work without having had 8 consecutive hours off duty, the employee will be paid 2.0 times the employee's ordinary rate of pay until released from duty for such period and the employee will then be entitled to be absent until the employee has had 8 consecutive hours off duty. In this circumstance the employee concerned will not lose pay for ordinary working time occurring during the 8 hours off duty.

#### 4.3.10. Call Back

- 4.3.10.1. An employee called back to work overtime after leaving ForestrySA's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours' work at the appropriate rate for each time the employee is called back. In this situation, except where unforeseen circumstances arise, the employee is not required to work the full 3 hours if the work the employee was called back to perform is completed within a shorter period.
  - 4.3.10.2. The provisions of sub-clause 4.3.10.1 do not apply in cases where it is customary for an employee to return to ForestrySA's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
  - 4.3.10.3. Where an employee is called back for duty, the employee will be paid at the overtime rate from the time the employee leaves home until the employee returns home or a minimum of 3 hours, whichever is greater.
  - 4.3.10.4. Overtime worked in this sub-clause must not be regarded as overtime for the purpose of clause 4.3.9, when the actual time worked is less than 3 hours on such call back or on each of such call backs.
- 4.3.11. Payment will be made for overtime worked as prescribed in clause 4.3.4. Table 1. However, where an employee requests equivalent Banked Time in lieu of the overtime worked during the same pay period in which it is worked, the Banked Time may be granted at a time agreed between ForestrySA and the employee concerned. Banked Time is calculated on an hour for hour basis.

#### 4.3.12. Meal Allowance

- 4.3.12.1. Any employee, who is required to work overtime at the end of the employee's day for more than 2 hours without being notified on the previous day of the requirement to work, will be provided with a meal free of cost. Alternatively, where a meal cannot be provided, the employee will be paid an amount as prescribed within Schedule 2 of this Agreement. However, provision of a free meal or the payment of meal money will not be applied to:
  - a) An employee living in the same locality who can reasonably return home for meals or
  - b) An employee working overtime on Call Back as prescribed in clause 4.3.10
- 4.3.12.2. This sub-clause also applies to an employee who is required to be on duty to meet an emergency (not being during ordinary rostered hours) if the employee is required to continue work for more than 2 hours after 12 noon or more than 2 hours after 4:15 pm on any day.

## 4.4 HOURS OF WORK - SHIFT WORKER

### 4.4.1. Definitions

**"Afternoon shift"** means any shift commencing after 12 noon and finishing after 6:00 pm and at or before midnight.

**"Continuous work"** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of ForestrySA.

**"Night shift"** means any shift finishing after midnight and at or before 8:00 am.

**"Rostered shift"** means a shift of which the employee concerned has had at least 48 hours' notice.

### 4.4.2. Hours – Continuous Work Shifts

4.4.2.1. This sub-clause applies to shift workers engaged on continuous work.

4.4.2.2. The ordinary hours of shift workers are based on the classification an employee works and will not exceed 4 times the ordinary weekly hours in 28 consecutive days. An exception to this is where ForestrySA and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 37.5 or 38.0 ordinary hours is achieved over a period which exceeds 28 consecutive days.

4.4.2.3. Shift workers must work at such times as ForestrySA may require. However, the following conditions apply:

- a) A shift must consist of not more than 10 hours except as provided for in sub-clause 4.4.2.3 (c), however, in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours will be subject to the agreement of ForestrySA and the majority of employees concerned.
- b) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.
- c) By agreement between ForestrySA, the Association(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
  - (i) ForestrySA and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) Appropriate health monitoring procedures being introduced;
  - (iii) Suitable roster arrangements being made; and
  - (iv) Proper supervision being provided.

### 4.4.3. Hours – Other than Continuous Work

4.4.3.1. This sub-clause applies to shift workers not upon continuous work. The ordinary hours of work are an average of 37.5 / 38.0 per week to be worked on one of the following basis:

- a) 37.5 / 38.0 hours within a period not exceeding 7 consecutive days; or
- b) 75.0 / 76.0 hours within a period not exceeding 14 consecutive days; or
- c) 112.5 / 114.0 hours within a period not exceeding 21 consecutive days; or

- d) 150.0 / 152.0 hours within a period not exceeding 28 consecutive days.
- 4.4.3.2. Except as provided for in clause 4.4.8, the ordinary hours are to be worked continuously apart from meal breaks at the discretion of ForestrySA.
- 4.4.3.3. Except at the regular change-over of shifts an employee must not be required to work more than one shift in each 24 hours.
- 4.4.3.4. Subject to sub-clause 4.4.3.6, the ordinary hours of work prescribed herein must not exceed 10 hours on any day.
- 4.4.3.5. In any arrangement of ordinary working hours where the ordinary hours are to exceed 8 on any shift, the arrangement of hours will be subject to agreement between ForestrySA and the majority of employees concerned.
- 4.4.3.6. By agreement between ForestrySA, the Association(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to the same requirements as set out in sub-clause 4.4.2.3(c) being satisfied.
- 4.4.4. The ordinary working hours are an average of 37.5 / 38.0 hours per week, which are to be worked in accordance with the basis set out in clauses 4.4.2 and 4.4.3 of this clause and will be determined as follows:
  - a) By employees working less than 8 ordinary hours each day; or
  - b) By employees working less than 8 ordinary hours on 1 or more days each week; or
  - c) By fixing 1 weekday on which all employees will be off during a particular work cycle; or
  - d) By rostering employees off on various days of the week during a particular work cycle so that each employee has 1 weekday off during that cycle.
- 4.4.5. Rosters

Shift rosters must specify the commencing and finishing times of ordinary working hours of respective shifts.
- 4.4.6. Variation by Agreement

The method of working shifts and the time of commencing and finishing shifts once having been determined, may be varied by agreement between ForestrySA and the majority of the employees concerned to suit the circumstances of the establishment, or, in the absence of agreement, by 7 days' notice of alteration given by ForestrySA to the employees.
- 4.4.7. Afternoon or Night Shift Allowances
  - 4.4.7.1. A shift worker whilst on afternoon or night shift will be paid for such shift 15 per cent more than such employee's ordinary rate.
  - 4.4.7.2. A shift worker who works on an afternoon or night shift which does not continue for at least 5 successive afternoons or nights is to be paid for each such shift 50 per cent for the first 3 hours and 100 per cent for the remaining hours in addition to such employee's ordinary rate.
  - 4.4.7.3. An Employee who:
    - a) During a period of engagement on shift, works night shift only; or
    - b) Remains on night shift for a longer period than 4 consecutive weeks; or
    - c) Works on a night shift which does not rotate or alternate with another shift or day work so as to provide at least 1/3rd of the employee's working time off night shift in each shift cycle, will, during such engagement, period or cycle, be paid 30 per

cent more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift. However, these provisions do not apply to an employee who continues to work night shift at the employee's own request.

- 4.4.7.4. A shift worker who works on other than a rostered shift will be paid for each such shift 50 per cent for the first 3 hours and 100 per cent for the remaining hours in addition to the employee's ordinary rate. Such rate is in substitution for, and not cumulative upon, the shift premiums prescribed in sub-clauses 4.4.7.1, 4.4.7.2 and 4.4.7.3.

#### 4.4.8. Broken Shifts

- 4.4.8.1. Subject to sub-clause 4.4.8.2 and 4.4.8.3, where a shift worker's ordinary hours of work on any 1 day are not continuous, excluding meal breaks of 60 minutes or less, the employee concerned will be paid an additional 10 per cent of the employee's ordinary rate of pay for each component of the shift completed prior to 6:00 pm.
- 4.4.8.2. Where a component of the ordinary hours of work finishes after 6:00 pm the additional payment for the whole of that component will be 15 per cent in lieu of 10 per cent.
- 4.4.8.3. These provisions do not apply when an employee requests non continuous work.

### 4.5 OVERTIME - SHIFT WORKER

"Overtime" means time worked in excess of ordinary hours that is non-Fire Protection related. For Fire Protection overtime see Part 6

- 4.5.1. ForestrySA may require any employee to work reasonable overtime (as defined in this Agreement) at overtime rates and the employee must work overtime in accordance with this requirement.
- 4.5.2. A Shift worker, for all time worked in excess of or outside of ordinary working hours prescribed by this Agreement will be paid at the rates set in clause 4.3.4 Table 1 unless the additional hours worked are in accordance with a Banking of Time arrangement agreed between the Parties to this Agreement or are otherwise excluded by the operation of this Agreement.
- 4.5.3. The provisions of clause 4.5.2 will not apply when the time is worked:
  - 4.5.3.1. By arrangement between the employees themselves; or
  - 4.5.3.2. For the purpose of effecting the customary rotation of shifts; or
  - 4.5.3.3. Where an employee has not been relieved by the following shift co-worker and is required to continue work without notice on a rostered day off, the employee not relieved shall be paid 2.0 times their ordinary rate of pay for the additional time so worked.
- 4.5.4. A casual or a part-time employee is not entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which a full-time employee is engaged or where the hours worked exceed the hours prescribed in clause 4.4.3.
- 4.5.5. All authorised time worked by a casual or part-time employee in excess of ordinary hours on any day will be paid at the rates set in the appropriate table in clause 4.3.4.
- 4.5.6. The hourly rate, when computing overtime is determined by dividing the appropriate weekly rate by the appropriate classification hours, even in cases when an employee works more than 37.5 / 38.0 ordinary hours in a week.
- 4.5.7. For the purposes of this clause, ordinary hours mean the hours of work fixed in accordance with the hours clause of this Agreement (clause 4.4).
- 4.5.8. Rest Period After Overtime

- 4.5.8.1. When overtime work is necessary it will, wherever reasonably practicable, be arranged so that an employee has at least 8 consecutive hours off duty between the work of successive days.
  - 4.5.8.2. An employee (other than a casual employee) who works so much overtime between the end of the employee's ordinary work on 1 day and the start of the employee's ordinary work on the next day that the employee has not had at least 8 consecutive hours off duty between those times must, subject to this sub-clause, be released after finishing such overtime until the employee has had 8 consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the 8 hours off duty.
  - 4.5.8.3. If, on the instructions of ForestrySA, an employee resumes or continues work without having had 8 consecutive hours off duty, the employee will be paid 2.0 times the employee's ordinary rate of pay until released from duty for such period and the employee will then be entitled to be absent until the employee has had 8 consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the 8 hours off duty.
- 4.5.9. Call Back
- 4.5.9.1. An employee called back to work overtime, after leaving ForestrySA's business premises (whether notified before or after leaving the premises), will be paid for a minimum of 3 hours' work at the appropriate rate for each time the employee is called back. In this situation, except where unforeseen circumstances arise, the employee is not required to work the full 3 hours if the work the employee was called back to perform is completed within a shorter period.
  - 4.5.9.2. The provisions of sub-clause 4.5.9.1 do not apply in cases where it is customary for an employee to return to ForestrySA's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
  - 4.5.9.3. Where an employee is called back for duty, the employee will be paid at the overtime rate from the time the employee leaves home until the employee returns home.
  - 4.5.9.4. Overtime worked as a result of a call back must not be regarded as overtime for the purpose of clause 4.5.8, when the actual time worked is less than 3 hours on such call back or on each of such call backs.
- 4.5.10. Payment will be made for overtime worked as prescribed in clause 4.3.4. Table 1. However, where an employee requests equivalent time as Banked Time in lieu of the overtime worked during the same pay period in which the overtime is worked, the Banked Time may be granted at a time agreed between ForestrySA and the employee concerned. Banked Time is calculated on an hour for hour basis.
- 4.5.11. Meal Allowance
- 4.5.11.1. Any employee who is required to work overtime at the end of the employee's shift for more than 2 hours without being notified on the previous day of the requirement to work, will be provided with a meal free of cost. Alternatively, where a meal cannot be provided, the employee will be paid an amount prescribed within Schedule 2 of this Agreement. However, provision of a free meal or the payment of meal money will not be applied to:
    - a) An employee living in the same locality who can reasonably return home for meals; or
    - b) An employee working overtime on Call Back as prescribed in clause 4.5.9.
  - 4.5.11.2. This sub-clause also applies to an employee who is required to be on duty to meet an emergency (not being during ordinary rostered hours) if the employee is required to

continue work for more than 2 hours after 12 noon or more than 2 hours after 4:15 pm on any day.

4.5.12. In calculating overtime each day stands alone.

4.5.13. Daylight Saving

4.5.13.1. Despite anything contained elsewhere in this Agreement, where summer time is prescribed as being in advance of the standard time, the length of any shift:

- a) Commencing before the time prescribed for the commencement of the summer time period and,
- b) Commencing on or before the time prescribed for the termination of the summer time period, will be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end of it, the time of the clock in each case to be set to the time fixed in accordance with the daylight saving legislation.

4.5.13.2. In this sub-clause the expressions "standard time" and "summer time" have the same meaning as prescribed by the daylight saving legislation.

#### **4.6 PERMANENT PART-TIME EMPLOYEE**

4.6.1. A permanent part-time employee is:

- a) An employee who is engaged to work on a part-time basis for a constant number of hours less than 37.5 or 38.0 per week; or
- b) An employee who is required to work for less than 37.5 or 38.0 hours per week for at least 41 weeks per calendar year, provided that the hours to be worked are regular; or
- c) An employee who is normally required to work 37.5 or 38.0 hours per week for a total period of 41 weeks per calendar year.

4.6.2. A permanent part-time employee is paid in proportion to the number of working hours as prescribed by this Agreement (i.e. 1/37.5 or 1/38) for each hour worked.

4.6.3. A part-time employee receives pro-rata entitlements to personal leave, annual leave, bereavement leave and Public Holidays.

4.6.4. Additional Hours

- a) An employee engaged and paid in accordance with this clause who has for a period of at least 12 continuous months been regularly working additional hours at the request of ForestrySA, and who has a reasonable expectation that the need to work such additional hours will be ongoing, is entitled to apply, in writing, to have the additional hours added to the employee's substantive hours. For the purpose of this sub-clause, 12 continuous months means the 12 continuous months immediately preceding the date the written application for the additional hours is received by ForestrySA.
- b) ForestrySA, as the employer of an employee who is entitled to make the application described in sub-clause 4.6.4(a), must notify the employee in writing of the provisions of sub-clause 4.6.4(a) within 4 weeks of the employee completing the 12 month qualifying period.
- c) Any employee who is entitled to make the application described in sub-clause 4.6.4(a) and who does not make such application within 4 weeks of receiving the written notice in sub-clause 4.6.4(b) will be deemed to have declined to have the additional hours added to the employee's substantive hours.
- d) Upon receiving a written application from an employee pursuant to sub-clause 4.6.4(a) ForestrySA must, within 4 weeks of receiving such notice, indicate in writing whether an

increase in the employee's substantive hours of work is, or is not, agreed to. Where an increase is not agreed to, ForestrySA must provide written reasons for same.

- e) Where an employee's application is not agreed to and the employee considers that in not agreeing ForestrySA has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Avoidance and Settlement Procedure set out in clause 3.2.
  - f) Where ForestrySA agrees to an employee's request to have additional hours added to the employee's substantive hours, the resulting total will form the employee's new substantive working hours. An employee may only vary these new substantive hours with the written agreement of ForestrySA.
  - g) Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are fixed and constant, the additional hours to be added to the employee's substantive hours will be those fixed and constant hours, or as otherwise agreed between ForestrySA and the employee.
  - h) Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are variable, ForestrySA will determine the number of additional hours to be offered to the employee on a substantive basis and their configuration taking into account:
    - (i) The average of the additional hours worked during the 12 month qualifying period;
    - (ii) The employee's patterns of employment during the qualifying period; and
    - (iii) Operational requirements.
  - i) An employee may seek to have any dispute as to the appropriate number of additional hours to be offered as substantive hours resolved through the Grievance and Dispute Avoidance and Settlement Procedure set out in clause 3.2.
  - j) Where additional hours are granted to an employee, the employee's pro-rata leave entitlements must be adjusted accordingly, taking into account the number of completed months at the higher number of hours in the service year within which the additional hours are formally granted by ForestrySA.
- 4.6.5. A part-time employee will be engaged for a minimum period of 3 hours at a time, unless otherwise agreed between ForestrySA and the employee.
- 4.6.6. The Chief Executive may approve part-time employment for less than 15 hours per week if it is a fixed and constant arrangement.
- 4.6.7. "Constant arrangement" is to be interpreted as continuous in the same sense that part time employment is regarded as continuous (e.g. 3 days per week worked on a regular basis every week is regarded as continuous employment).
- 4.6.8. A part-time employee may engage in remunerative employment outside ForestrySA
- 4.6.9. An ongoing ForestrySA employee cannot be forced to convert to part-time employment.

#### **4.7 CASUAL EMPLOYMENT**

- 4.7.1. Casual employment, for other than a Forest Maintenance Worker, means a position with duties required to be performed;
- a) For a period not exceeding 4 weeks; or
  - b) Will have hours that are irregular; or
  - c) Do not exceed 15 hours per week.

- 4.7.2. A casual employee is paid for each hour worked at the hourly rate prescribed by this Agreement for the work performed and a casual loading is also applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment for Public Holidays not worked. Such an employee does not have continuity of employment. The casual loading rate is 25 per cent.
- 4.7.3. (a) A casual Forest Maintenance Worker is one who is engaged to work on short term and/or variable employment arrangements.
- (b) Any casual Forest Maintenance Worker engaged and paid in accordance with this clause:
- (i) Who has been employed by ForestrySA during a period of at least 12 months, either on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment; and
  - (ii) Whose employment is consistent with part-time employment or full-time employment; and
  - (iii) Who has a reasonable expectation of ongoing employment, is eligible to elect in writing, to convert to permanent part-time or full-time (as appropriate) employment.
- (c) ForestrySA must notify an eligible casual employee in writing of the provisions of sub-clause 4.7.3.(b) within 4 weeks of the employee completing the 12 month qualifying period.
- (d) Any eligible casual employee who does not make an election as provided in sub-clause 4.7.3(c) within 4 weeks of receiving the written notice in sub-clause 4.7.3(c) will be deemed to have agreed to remain a casual employee.
- (e) Any eligible casual employee who remains a casual employee pursuant to sub-clause 4.7.3(d) may, provided that the employee also remains an eligible casual employee pursuant to the provisions of sub-clause 4.7.3(b), subsequently elect to convert to permanent employment status by giving ForestrySA notice in writing of such an election. In this instance, the 12 month qualifying period referred to in sub-clause 4.7.3(b), will be the 12 months immediately preceding the date that written notice is given.
- (f) Upon receiving written notice from an employee pursuant to sub-clause 4.7.3(b) or 4.7.3(c), ForestrySA must, within 4 weeks of receiving such notice, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, ForestrySA must provide written reasons for same.
- (g) Where an eligible casual employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing ForestrySA has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Avoidance and Settlement Procedure set out in clause 3.2.
- (h) Where an eligible casual employee has transferred to permanent employment pursuant to the provisions of this clause, the employee may only revert to casual employment with the written agreement of ForestrySA.
- (i) Service for the purpose of leave entitlements (other than long service leave) will be calculated from the date of commencement of permanent part-time or full-time employment.
- (j) Where an eligible casual employee elects to convert to permanent employment status and ForestrySA agrees to such conversion:
- (i) the normal hours of duty that will apply under the new contract of employment will be the average of the hours the employee has worked during the preceding 12 month qualifying period specified in sub-clause 4.7.3(b) or 4.7.3(e) (as appropriate), or as otherwise agreed between ForestrySA and the employee. Where the work is subject to seasonal fluctuations, the hours of duty may be configured in a manner designed to most appropriately meet the fluctuating demand. In determining the most appropriate working arrangements including configuration of hours, ForestrySA must have regard to:



1. Operational requirements;
  2. The employee's patterns of employment during the 12 month qualifying period;
  3. The employee's personal circumstances.
- (k) A casual employee will be engaged for a minimum period of 3 hours, unless otherwise expressly agreed between ForestrySA and the employee.

#### **4.8 TEMPORARY EMPLOYMENT**

- 4.8.1. A temporary employee is one engaged to work for a constant number of hours per week on a part-time or full-time basis for a fixed term of at least 1 month duration.
- 4.8.2. This type of employment must be supported by a written contract of employment which clearly specifies the commencing and finishing dates of the period of employment.
- 4.8.3. A temporary fixed term contract of employment cannot be extended. Where ForestrySA wishes to retain the services of an employee beyond the expiry date of a fixed term contract, ForestrySA may offer the employee a new fixed term contract for the period the employee is required. Any such new contract must also specify the commencing and finishing dates of the period of employment.
- 4.8.4. Any temporary employee who has been engaged on one or more separate contracts of employment by ForestrySA (which may include periods of employment on a casual basis), such as the employee has been continuously employed without a break (other than for approved paid or unpaid leave services) for at least 12 months, and who has a reasonable expectation of ongoing employment, is eligible to elect, in writing, to convert to permanent part-time or full-time (as appropriate) employment.
- 4.8.5. ForestrySA must notify an eligible temporary employee in writing of the provisions of sub-clause 4.8.4 prior to the expiration of the employee's current contract.
- 4.8.6. Any eligible temporary employee who does not make an election as provided for in the sub-clause 4.8.4 within 4 weeks of receiving the written notice in sub-clause 4.8.5 or before the employee's current contract ceases, whichever is the earlier, will cease to be an employee at the expiration of that current contract.
- 4.8.7. Upon receiving written notice of election from an eligible temporary employee pursuant to sub-clause 4.8.4, ForestrySA must, within 4 weeks of receiving such notice or prior to the expiration of the employee's current contract, whichever is the earlier, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, ForestrySA must provide written reasons for same.
- 4.8.8. Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing ForestrySA has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Avoidance and Settlement Procedure set out in clause 3.2.
- 4.8.9. Where an eligible temporary employee's election to convert to permanent status is agreed to:
  - a) The hours of duty that will apply under the new, permanent contract of employment will be the average of the ordinary hours worked by the employee during the 12 month qualifying period specified in sub-clause 4.8.4 or as otherwise agreed between ForestrySA and the employee;
  - b) Appropriate working arrangements, including the configuration of the hours of duty, will be determined by ForestrySA having regard to the employee's patterns of employment during the 12 month qualifying period and operational requirements.

#### **4.9 WEEKEND DUTY**

An employee, whose ordinary hours of duty are rostered over 6 or 7 days of the week, is to be paid for work done during ordinary rostered hours (i.e. not being overtime) between 12 midnight on Friday and 12 midnight on the following Sunday, an additional payment calculated at the rate of 50 per cent of their ordinary rate. Such extra rate will be in substitution for and not cumulative upon the shift premiums prescribed by this Agreement.

#### **4.10 ABSENCE FROM DUTY**

An employee who is absent from duty is not entitled to payment in respect of time of such absence unless the employee is eligible for and is granted paid leave to cover the absence by ForestrySA.

#### **4.11 ABANDONMENT OF EMPLOYMENT**

4.11.1. Where an employee has been absent without approved leave for more than 10 working days, ForestrySA may communicate, in writing, with the employee informing the person concerned that unless they report for duty or furnish a satisfactory reason for their absence and the estimated duration of it within a specified time (not more than 2 weeks from the date of the written communication) that employee will be regarded as having terminated their employment on the date that they last attended (i.e. without notice).

4.11.2. Prior to issuing the written advice referred to in 4.11.1, ForestrySA will make all reasonable attempts to contact the employee.

4.11.3. In these circumstances, any monies held on behalf of the employee will, to the extent of a week's wage, be forfeited in lieu of notice.

#### **4.12 DIRECTION OF AN EMPLOYEE**

4.12.1. ForestrySA may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training on condition that such duties are not designed to promote deskilling.

4.12.2. ForestrySA may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of such tools and equipment.

4.12.3. Any direction issued by ForestrySA in accordance with sub-clauses 4.12.1 and 4.12.2 must be consistent with ForestrySA's responsibilities to provide a safe and healthy working environment.

#### **4.13 MEAL BREAK AND OTHER BREAKS**

4.13.1. A Day Worker on continuous work is entitled to a break for a meal of a minimum of 30 minutes without pay provided no more than 5 hours have elapsed from the recognised starting time.

4.13.2. A Shift Worker on continuous work is entitled to a break for a meal of a minimum of 30 minutes without pay or a paid crib break of 20 minutes, as determined by ForestrySA, provided that no more than 5 hours have elapsed from the recognised starting time.

4.13.3. Where an employee is unable to take a meal break by the time 5 hours have elapsed, the employee must be paid 1.5 times the employee's ordinary rate until a meal break is commenced unless the employee and their Manager agree that the employee may elect to work up to an additional 60 minutes at the ordinary hourly rate before commencing a meal break.

4.13.4. The additional payment prescribed in clause 4.13.3 is not payable if:

4.13.4.1. The meal break is not taken due to a request made by or on behalf of the employee;

4.13.4.2. Where, because of unforeseen circumstances, an employee is engaged in fuel reduction burning or search and rescue and is unable to take a meal break, payment of an additional 30 minutes at ordinary rates will be made.

- 4.13.5. An employee performing the duties of a Forest Maintenance Worker may, by agreement, take a 15 minute break without pay for morning and/or afternoon tea.

#### **4.14 WORKPLACE FLEXIBILITY**

- 4.14.1. The parties agree that ForestrySA may negotiate and reach agreement at a workplace level with employees within that workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees family and other non-work responsibilities).
- 4.14.2. This clause applies to a proposal by ForestrySA or an employee(s) to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").
- 4.14.3. Where ForestrySA or an employee(s) intends to initiate a Workplace Flexibility Proposal, the initiator will notify ForestrySA or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. ForestrySA will provide such information to such employee representative(s) party to this Agreement that it believes may represent employees within the applicable workplace and will consult with the employee representatives and affected employee(s) in accordance with the consultative principles in this Agreement as set out in clause 3.1.
- 4.14.4. Consultation in respect of a Workplace Flexibility Proposal will have regard to operational efficiency and productivity as well as work and non-work impacts on individual affected employees.
- 4.14.5. A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Agreement. An individual employee shall reserve the right not to be disadvantaged by adverse non-work impacts arising in respect to a workgroup Workplace Flexibility Proposal being implemented.
- 4.14.6. Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Agreement (a "Workplace Flexibility Agreement").
- 4.14.7. The parties agree that for the purposes of a proposed variation to this Agreement to incorporate a Workplace Flexibility Agreement as a schedule to this Agreement will be taken to have been agreed by the parties if a majority of the employees affected by it have voted to accept the Workplace Flexibility Agreement.
- 4.14.8. All Workplace Flexibility Agreements will be subject to review by the parties during the renegotiation of this Agreement on the reaching of its expiry date. All Workplace Flexibility Agreements shall be for a term not exceeding 12 months. Either party may terminate a Workplace Flexibility Agreement by providing at least 28 days written notice to the other party.
- 4.14.9. Banking of Time
- 4.14.9.1. Banking of Time is a flexible arrangement of working time in excess of the ordinary working hours for an employee (excluding a casual) which allows an employee to negotiate how, and when, hours will be worked within agreed limits and conditions and operational needs of the business. These arrangements apply where agreed between an employee and ForestrySA at the workplace. Banking of Time is not intended to increase or reduce the total number of ordinary hours worked by any employee, nor is this arrangement introduced to facilitate an employee banking time so as to subsequently convert the time to a payment.
- 4.14.9.2. Banking of Time arrangements are designed for the mutual benefit of an employee and ForestrySA, and are introduced to make the workplace more family-friendly and responsive to the needs of an individual employee.

- 4.14.9.3. Banking of Time arrangements will also take into consideration the needs of the particular workplace and client service responsibilities. The Manager of a particular group will consider the particular needs of the business when determining how and when Banked Time can be accrued and taken. Every reasonable effort will be made to mutually agree when Banked Time is taken.
- 4.14.9.4. If an employee is directed and authorised to work in excess of their ordinary hours of duty then either overtime rates or Banking of Time in lieu apply as per this Agreement. The employee will advise their Manager before commencing additional time of the employee's decision to either receive overtime rates or have the additional hours credited to their Banked Time accrual before commencing the additional time. Such Banking of Time hours are to be credited on an hour for hour basis.
- 4.14.9.5. An employee who has elected to be paid overtime when directed to work additional hours may alter that choice to accrue Banked Time but only for the current pay period.
- 4.14.9.6. The maximum number of hours that can be worked in one day should normally be restricted to 10 hours provided that no more than 5 hours are worked without a minimum 30 minute meal break, subject to clause 4.13.3. By mutual agreement with their Manager an employee may work more than 10 hours in a day but not more than 12 hours.
- 4.14.9.7. An employee is not permitted to take Banked Time in excess of their accrued Banked Time.
- 4.14.9.8. The Chief Executive may withdraw access to any Banking of Time system as part of performance or disciplinary processes.
- 4.14.9.9. An employee who accrues Banked Time cannot lose that entitlement and must take the entitlement in accordance with the following:
  - a) With the agreement of ForestrySA, an employee may accrue up to 75 hours of Banked Time before being subject to a direction to reduce that time;
  - b) The Chief Executive may authorise a credit in excess of 75 hours on a case by case basis due to operational needs, but in any event such additional credit must be taken within 2 months.
- 4.14.9.10 Where an employee has accrued more than 75 hours of Banked Time they may apply to the Chief Executive to have such time converted into a payment at their ordinary rate of pay.
- 4.14.10. Banking of Time – Paid Day Off (PDO)

Two methods are used within ForestrySA.

  - 4.14.10.1. For operational reasons, it may be appropriate and more effective for particular groups of employees to have a weekday on which all employees will be off during a particular work cycle, e.g. the work site shuts down for a day once each 4 weeks and 8 hours are worked on the other 19 weekdays of those 4 weeks, or
  - 4.14.10.2. Rostering an employee off on various days of the week during a particular work cycle, e.g. employees take various days off according to a roster so as to avoid a shutdown. This is the preferred method during the Fire Season to ensure enough employees are available for fire crews.
  - 4.14.10.3. The following will apply for the management of PDO's
    - a) An employee works a 40 hour week, thus accumulating 2.0 hours per working week towards their Banked Time credit. Other than when Personal Leave is taken, if a full 8 hours per day is not worked, then the 2.0 hours per week accrued will be reduced by 0.4 hours per day for those days.

- b) An employee will not accrue time towards Banked Time credit whilst on leave other than paid Personal Leave.
- c) An employee is required to have a completed Leave Application form to apply for a PDO.
- d) An employee cannot take Personal Leave on a scheduled Paid Day Off and shall have that day stand as the Paid Day Off and will not be permitted to substitute another day.
- e) An employee who is required to work on a scheduled Paid Day Off and is given prior notice will be paid at the ordinary time rate and be given a substitute Paid Day Off.
- f) An employee who is recalled to work on a scheduled Paid Day Off without notice will be paid in accordance with the relevant recall provision of Part 7 of this Agreement and will not be entitled to substitute another day off in lieu of the Paid Day Off.
- g) The Senior Manager of a particular work group may authorise a credit in excess of 75 hours on a case by case basis due to operational needs, but in any event such additional credit must be taken within 2 months.

4.14.11. An employee who transfers from a group utilising a PDO system will maintain their Banked Time credit.

4.14.12. Payment on termination of employment

Where an employee's employment with ForestrySA terminates, any credit in the employee's Banked Time accrual as at the date of termination will be paid to the employee.

4.14.13. Fire Duties

Banking of Time arrangements do not accrue from fire related duties as penalty rates are applied when appropriate.

#### 4.15 A RANGER'S EMPLOYMENT CONDITIONS

This clause will be read and interpreted in conjunction with other clauses of this Agreement provided that where there is any inconsistency the provisions of this clause will take precedence, other than Part 6.

##### Definitions

**"Ranger"** Is an employee of ForestrySA who is appointed to undertake duties associated with the conservation, management and community use of ForestrySA managed lands with particular responsibilities as a Forest Warden.

This definition will include an employee temporarily appointed for a defined period and who will be employed under the same conditions as a Ranger for the period of appointment.

**"Roster"** Depicts the complete cycle in days that an employee is required to attend the work place for duties.

**"Roster Change"** An alteration made to an employee's duty roster for an extended period.

**"Roster Variation"** A variation made to an employee's duty roster for a particular pay period such as swapping a weekend or single day with another Ranger or working an additional day or days.

4.15.1. Hours of work

A Ranger is expected to work 150 hours per 28 days including weekends and Public Holidays, and it is expected that of the 150 hours there will be a minimum of 30 hours week end work.

A Ranger is required to perform their ordinary hours of duty between 6.00 am and 6.00 pm.

Duties are to be worked in accordance with a roster over all 7 days of the week including Public Holidays as determined by ForestrySA except that:

- a) Unless otherwise agreed between ForestrySA and the Ranger, the Ranger will not work more than 20 days in a 4 week period;
- b) A Ranger will not work more than 10 consecutive days without a day off;
- c) A Ranger will be entitled to at least 8 consecutive hours break between the finish of one duty period and the commencement of the next duty period unless otherwise agreed between ForestrySA and the Ranger;

#### 4.15.2. Public Holidays

A Ranger is required to be rostered on and work at least 5 Public Holidays each financial year. Rosters are to be reviewed 6 monthly to ensure this occurs. If a Ranger does not work 5 Public Holidays in the financial year a reduction to their annual leave accrual will occur for the amount of 1 day for 1 Public Holiday day not worked.

##### 4.15.2.1. Public Holidays falling on rostered days of work.

- a) Public Holidays rostered and worked in any financial year will attract an extra payment of 1.5 times the employee's hourly rate for normal hours worked. (7.5 hours for Public Holiday paid as normal salary as part of roster plus 7.5 hours at 1.5 times the hourly rate)
- b) Hours worked in excess of 7.5 hours will attract overtime payment at 2.5 times the hourly rate.

##### 4.15.2.2. Public Holidays falling on a Rostered Day Off

- a) Where a Ranger is required to be on duty on a Public Holiday that the Ranger is not rostered to work the employee is to be paid 2.5 times the hourly rate.
- b) Where a Ranger is required to work on active duty for all of the 7 days of the week and a Public Holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid a day's pay.
  - (i) An employee who is entitled to a day's pay is to be paid for the time that they would have usually worked on that day of the week on which the Public Holiday falls.
  - (ii) If the Ranger and employer agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off on the working day immediately preceding or immediately following the Public Holiday, or as soon as practicable thereafter.

#### 4.15.3. Penalty rates

Ordinary time rostered on a weekend will attract a penalty of 50% on actual time worked. Weekend hours are based on 15 hours over both days worked according to the Roster. However the hours may vary on individual days. (E.g. Saturday worked 9 hours and Sunday worked 6 hours).

#### 4.15.4. Banking of Time

A Ranger may participate in Banking of Time arrangements with agreement with their Manager.

#### 4.15.5. Overtime (Excludes Fire Protection – see Part 6)

- 4.15.5.1. ForestrySA may require any Ranger to work reasonable overtime and all overtime must be approved in advance, where possible.

- 4.15.5.2. Where directed to work overtime, the Ranger will advise the Manager of the Ranger's election to be paid overtime or have the additional hours worked recorded as Banked Time on an hour for hour basis.
- 4.15.5.3. Any time worked in excess of 15 rostered hours on a weekend and classed as overtime is payable at 1.5 times the hourly rate for the first 2 hours and at 2.0 times the hourly rate thereafter on a Saturday and at 2.0 times on a Sunday.
- 4.15.5.4. All time worked in excess of normal hours of duty Monday to Friday and classed as overtime is payable in accordance with clause 4.3.4 Table 1.
- 4.15.5.5. Overtime for Public Holidays in excess of normal hours and classed as overtime is payable at 2.5 times the hourly rate.

#### 4.15.6. On-Call Allowance

- 4.15.6.1. A Ranger who is placed on the On-Call roster will receive an On-Call allowance.
- 4.15.6.2. A Ranger who is placed on the On-Call roster of a night time will be paid an allowance as per Section 1 of Schedule 2.
- 4.15.6.3. A Ranger who is placed on the On-Call roster for a full day, Saturday, Sunday or Public Holiday or any day where not rostered on will be paid an allowance as per Section 2 of Schedule 2.
- 4.15.6.4. Any On-Call Allowance is payable only when the Ranger is rostered for On-Call as distinct from being rostered for work.
- 4.15.6.5. If a Ranger on the On-Call roster wishes to interchange with another Ranger, prior approval must be obtained from the Manager.

#### 4.15.7. Recall to work

- 4.15.7.1. A Ranger will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or Banked Time by agreement) when On-Call and recalled to work necessitating their attendance at the workplace.
- 4.15.7.2. A Ranger will be entitled to payment at overtime rates (or Banked Time by agreement) for work performed from home when On-Call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 4.15.7.3. A Ranger recalled to work within 3 hours of starting work on a previous recall is not entitled to any additional payment for the time worked within the period of three hours and from the time of commencement of the previous recall.
- 4.15.7.4. These recall provisions do not apply where it is customary for an employee to return to work to perform specific work outside ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working hours.

#### 4.15.8. Annual Leave

- 4.15.8.1. A Ranger who is rostered to work over 7 days, including at least half the Sundays and Public Holidays occurring in a financial year, accrue and are credited with annual leave at the rate equivalent of 2.08 days of annual leave for each completed month of service (equivalent to 25 working days per service year).
- 4.15.8.2. Leave loading of 20% is applied to the Rangers salary up to a maximum prescribed in the Public Service Recreational Leave Loading Award (as amended from time to time) for any one full entitlement of annual leave.

4.15.9. Rosters

4.15.9.1. A Ranger is provided with a roster that sets out their planned working arrangements which should be followed wherever possible. Swapping days should be kept to a minimum and must be authorised in advance by the Ranger's Manager.

4.15.9.2. Roster Variation

There may be occasions (generally unforeseen) where it is necessary for a Ranger to undertake one or more extra days in addition to their roster. This additional time will be in accordance with clause 4.15.5.

4.15.10. Fire duties

4.15.10.1. A Ranger may be required to participate in the Fire Duty Roster, involving Standby, On-Call and Fire Protection duties. Only a Ranger that has completed the Firefighting Fitness test and has undergone Firefighting training is eligible to participate in Fire Protection duties.

4.15.10.2. A Ranger who is rostered for normal duties will be involved in patrols to ensure signage is in place, gates (where provided) are locked and controlling and protecting the public, this is regarded as normal duties and not deemed to be Fire Protection duties.



## **PART 5: SALARIES**

### **5.1 SALARY RATES**

- 5.1.1. This clause refers to the salary rates appearing in Schedule 1.
- 5.1.2. The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Agreement.
- 5.1.3. Salaries will be paid fortnightly by electronic funds transfer.

### **5.2 SALARY SACRIFICE**

- 5.2.1. This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement ("SSA") is the formal administrative instrument between ForestrySA and the employee, which enables salary packaging arrangements to be put in place.
- 5.2.2. Subject to this clause, the salary payable to an employee or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of this Agreement.
- 5.2.3. Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 5.2.4. Where, on cessation of employment, ForestrySA makes a payment in lieu of notice; or a payment in respect of accrued annual or long service leave entitlements (instead of transferring leave credits to another SA Public Sector Employer in the event the employee immediately becomes employed by that Employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 5.2.5. An employee is required to seek independent advice about the consequences of entering into a SSA arrangement.

### **5.3 PROGRESSION FOR SALARY RATES OF PAY**

An employee progresses by annual increment after the anniversary of having been appointed to a particular Level within Levels 1 to 7 until the relevant maximum salary is reached for the employee's classification in accordance with Schedule 1. Such progression is subject to satisfactory performance as practiced in the ForestrySA Performance Development system.

### **5.4 A JUNIOR EMPLOYEE**

A Junior employee will be paid no less than the Junior rates prescribed in Schedule 1.

### **5.5 FOREST MAINTENANCE WORKER**

Allowances previously set out in Schedule 1 of the *ForestrySA Administrative Agreement of 2007* have been incorporated into the total salary rates set out in Schedule 1 of this Agreement.

### **5.6 ADDITIONAL DUTIES ALLOWANCE**

- 5.6.1. ForestrySA may direct an employee to perform specified duties in addition to those on which the employee's remuneration level is based.
- 5.6.2. The Chief Executive may authorise payment to the employee of an Additional Duties Allowance appropriate to the duties being performed.
- 5.6.3. Additional Duties Allowance should be used when it is necessary to have some additional duties performed over and above an employee's existing duties for a short period of time.

- 5.6.4. The allowance is paid where the additional duties increase the work value of the position. This should not be confused with an increase in work volume or a variation of duties that equate to the employee's existing classification level.
- 5.6.5. For longer term situations, (i.e. longer than 12 months) a temporary position should be created at the appropriate classification and filled in accordance with the merit principal, and in situations where there is a need to pay an employee an allowance beyond 12 months, even if the employee has been paid an allowance for different circumstances over that period, the approval of the Chief Executive is required.
- 5.6.6. ForestrySA will assess each application for Additional Duties Allowance consistent with the custom and practice for Additional Duties Allowance policy which applies to all ForestrySA employees. In the event that any party seeks to amend the Additional Duties Allowance policy then that party will refer the proposed change(s) to the SBC and the consultative provisions as clause 3.1 of this Agreement shall apply.

## **5.7 REMUNERATION AND CLASSIFICATION FRAMEWORK**

- 5.7.1. An employee will be appropriately remunerated for the work that they do based on work value principles
- 5.7.2. Every ForestrySA position has a classification level that reflects the relative work value of that position
- 5.7.3. The Remuneration and Classification Framework has been developed to guide the process to establish the correct classification and appropriate remuneration level is determined
- 5.7.4. An employee may access the full Remuneration and Classification Framework and its provisions by referring to the ForestrySA HR Manual on the ForestrySA intranet

## **5.8 RECLASSIFICATION DATE**

- 5.8.1. Where an employee makes application for reclassification to the Chief Executive in writing in a form approved by the Chief Executive, and if that reclassification is agreed, the operative date for that reclassification will be no earlier than the date of lodgement and no later than 3 calendar months from the date of lodgement

## **5.9 CLASSIFICATION GRIEVANCE**

- 5.9.1. If disagreement occurs on any aspect of an employee's classification, an employee can lodge a written grievance with Human Resources who will then review the matter. If the grievance includes a position evaluation issue, Human Resources will arrange to have the employee's position re-evaluated by Mercer Consulting. Failure to resolve a disagreement at this level will result in the matter being dealt with in accordance with Grievance and Dispute Avoidance Settlement Procedure as set out in clause 3.2 of this Agreement.

## **PART 6: FIRE PROTECTION**

### **6.1 CONDITIONS OF APPLYING THIS PART**

This part provides specific conditions for the management and engagement of a ForestrySA employee in fire standby and firefighting activities including prescribed burning operations.

This part will be read and interpreted in conjunction with other parts of this Agreement provided that where there is any inconsistency, the provisions in Part 6 will take precedence.

### **6.2 DEFINITION OF A DAY**

In this Part a 'day' means the time between midnight of 1 day and midnight of the following day.

### **6.3 FIRE SEASON**

The Fire Season is defined as having a commencement date and an end date as declared by the Chief Executive or relevant Senior Manager and may vary from year to year dependant on seasonal conditions.

### **6.4 ELIGIBILITY TO FIGHT FIRES**

#### **6.4.1. Fire Fighting Duties**

ForestrySA Position Descriptions and Duty Statements will determine the requirements for an employee to participate in firefighting activities, including the requirement to work overtime.

#### **6.4.2. Fitness**

6.4.2.1. ForestrySA requires employees to participate in health assessments and fitness testing in order to perform fire role categories as set out in the ForestrySA Fire Manual.

6.4.2.2. An employee wishing to be considered for deployment Interstate or internationally may be required to achieve and maintain the 'Arduous' level of Firefighter fitness.

#### **6.4.3. Training**

Fire training will be provided to an employee participating in fire activities commensurate with the role for which they will perform as set out in the ForestrySA Fire Manual.

### **6.5 ROSTERS**

6.5.1. Rosters will be developed and will apply throughout the fire season. Rosters will be developed and authorised on a geographical and functional basis as determined by the relevant Senior Manager.

6.5.2. Each roster will have a designated Coordinator. The Roster Coordinator will ensure scheduling occurs equitably for an employee and in a manner that best achieves duty of care responsibility for the resources available. Duty of care principles will be applied in preparation of the Roster and in its implementation.

6.5.3. Swapping or exchanging rostered duties and or times will only be allowed through discussion with the designated Roster Coordinator. In order to best achieve standards of duty of care any such exchanges should be proper exchanges of rostered hours, including days when an employee has applied for leave.

### **6.6 PAYMENT AND PENALTY RATES**

6.6.1. An employee will be paid:

- 6.6.1.1. When involved in firefighting during ordinary hours 1.0 times their substantive rate.
- 6.6.1.2. When involved in firefighting outside of ordinary hours their substantive rate, with penalties referenced in Table 1 or 2.
- 6.6.1.3. When involved in standby outside of ordinary hours at the workplace, the employee's substantive rate with penalties referenced in Table 1 or 2, unless the employee elects not to undertake offered tasks as detailed in clause 6.7.6, in which case they will be paid at FSA Level 2 Step 1 or the employee's substantive rate, whichever is the lesser.
- 6.6.1.4. When involved in standby outside of ordinary hours away from the workplace 1.0 times their substantive rate.
- 6.6.1.5. When involved in standby away from the workplace on Public Holidays, for hours up to ordinary hours 1.0 times the employee's substantive rate plus the Public Holiday payment. For hours in excess of ordinary hours, 2.0 times the substantive rate. For casual employees their substantive rate includes the casual loading. The hours between 7.00 pm and midnight on each of Christmas Eve and New Year's Eve are treated as a Public Holiday.
- 6.6.1.6. An employee whose salary exceeds the maximum salary of FSA Level 7 will receive the overtime payment based on the rate of the maximum increment of FSA Level 7 Step 3.
- 6.6.1.7. An employee whose salary equals or exceeds the minimum salary of FSA Level 7, yet is less than the minimum of FSA Level 8 will receive the overtime payment based on the rate of the minimum salary increment of FSA Level 7 Step1.
- 6.6.1.8. Banking of Time does not accrue from fire related duties as penalty rates will be applied when appropriate.

**Overtime Tables (Fire Protection)****Table 1: An Employee other than a Casual – all overtime is capped at Level 7.**

Days	Overtime Rates	Variations
Monday to Friday	<p>For a Forest Maintenance Worker 1.5 times the hourly rate of pay for the first 2 hours and then 2.0 times the hourly rate thereafter</p> <p>For any other employee 1.5 times the hourly rate of pay for the first 3 hours and then 2.0 times the hourly rate thereafter.</p> <p>Overtime rate is capped at FSA Level 7 (refer clause 6.6.1.6 and 6.6.1.7).</p>	<p>For a Forest Maintenance Worker overtime will be paid for hours in excess of 8 hours per day.</p> <p>For an employee other than a Forest Maintenance Worker, overtime payments will commence at 4.30pm or at completion of agreed ordinary hours of duty whichever is the later.</p> <p>For a Part Time employee in any given day, hours worked in excess of their ordinary part time hours and less than 8 hours will be at 1.0 times the hourly rate.</p>
Saturday	<p>For a Forest Maintenance Worker 1.5 times for the first 2 hours and then 2.0 times the hourly rate thereafter.</p> <p>For any other employee 1.5 times for the first 3 hours and then 2.0 times the hourly rate thereafter.</p> <p>Except any time worked after 12:00 pm at which the rate will be 2.0 times the hourly rate. Overtime is capped at FSA Level 7.</p>	<p>Must be paid for a minimum of 3 hours.</p> <p>For a Ranger, any time worked in excess of 15 rostered hours on a weekend and classed as overtime is payable at 1.5 times the hourly rate for the first 2 hours and 2.0 times the hourly rate thereafter. All overtime on a Saturday after Noon and all overtime on a Sunday will be paid at 2.0 times.</p>
Sunday	<p>All hours 2.0 times the hourly rate.</p> <p>Overtime is capped at FSA Level 7.</p>	<p>Must be paid for a minimum of 3 hours.</p> <p>For a Ranger, see above variation.</p>
Public Holidays  Note: The hours between 7.00 pm and midnight on each of Christmas eve and New Year's Eve are treated as a Public Holiday.	<p>Ordinary day of pay plus 1.5 times the hourly rate for the hours worked up to ordinary hours. Then 2.5 times the hourly rate for hours worked in excess of ordinary hours.</p> <p>Overtime rate is capped at FSA Level 7.</p> <p>Where a Public Holiday falls on a Saturday or Sunday all hours worked (excluding Rangers) are to be paid at 2.5 times the hourly rate.</p>	<p>Must be paid for a minimum of 3 hours.</p>

**Table 2: A Casual**

Days	Overtime Rates	Variations
Monday to Friday	For hours worked in excess of 7.6 hours, for the first 2 hours at 1.5 plus the appropriate casual loading times the base hourly rate then 2.0 plus the appropriate casual loading times the base hourly rate thereafter.	In any given day, hours worked up to 7.6 hours will be at ordinary casual rate.
Saturday	The first 2 hours at 1.5 plus the appropriate casual loading times the base hourly rate then 2.0 plus the appropriate casual loading times the base hourly rate thereafter.	All work after Noon on Saturday at 2.0 plus the appropriate loading times the base hourly rate
Sunday	All hours worked at 2.0 plus the appropriate casual loading times the base hourly rate	
Public Holidays Note: The hours between 7.00 pm and midnight on each of Christmas eve and New Year's Eve are treated as a Public Holiday.	For all hours worked, at 1.5 plus the appropriate casual loading times the base hourly rate	A Public Holiday falling on Saturday or Sunday will be paid as per the above Saturday and Sunday overtime rates.

## **6.7 STANDBY**

- 6.7.1. No employee should be required to be on active fire duty more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on active fire duty more frequently than this must be by mutual agreement and having regard to the Work Health and Safety considerations and responsibilities.
- 6.7.2. ForestrySA will endeavour to advise an employee of standby requirements by 5.00 pm on the day prior to the standby day. On the day prior to a weekend or Public Holiday an employee will be advised of standby requirements for that period.
- 6.7.3. Cancellation of the next day's standby (for a week-end day or Public Holiday), after 5:00 pm will incur a penalty of 3 hours pay at 1.0 times the substantive rate.
- 6.7.4. All standby will be undertaken at the workplace, or as prescribed by the State Duty Officer in accordance with the Fire Organisational Chart within the ForestrySA Fire Manual. Variations from this, including standby away from the workplace, are permitted but only with the prior approval of the State Duty Officer.
- 6.7.5. While on standby away from the workplace, an employee will be immediately contactable and available to be despatched to undertake firefighting duties within 30 minutes of notification or as otherwise directed by the State Duty Officer.
- 6.7.6. ForestrySA will endeavour to arrange meaningful non-strenuous tasks for each employee whilst on standby at the workplace. If work is not arranged by ForestrySA, the employee will be paid as per clause 6.6.1, however where an employee elects not to undertake offered tasks, other than compulsory training or fire related tasks, the employee will be paid as per sub-clause 6.6.1.3.

Tasks that an employee undertakes must not compromise response or availability for immediate despatch.

## **6.8 ON-CALL**

- 6.8.1. If the relevant Senior Manager determines a need for an out-of-hours On-Call Roster (separate to the Standby Roster), ForestrySA will pay an On-Call allowance in accordance with Schedule 2.
- 6.8.2. An employee On-Call must be immediately contactable at all times whilst On-Call, but will not be restricted to their residence by agreement with the relevant Duty Officer, and must be capable of departing for firefighting duties from the designated worksite within 60 minutes.

## **6.9 WORK PERIODS**

### **6.9.1. The Emergency Period**

- 6.9.1.1. To allow ForestrySA an opportunity to organise the necessary resources there will be an emergency period extending from the time a fire is declared by ForestrySA until mid-day on the day following the day on which the initial fire report is made.
- 6.9.1.2. During the emergency period an employee may be required to work for an extended period during and beyond ordinary working hours.
- 6.9.1.3. Depending on operational requirements ForestrySA may attempt to make the first change-over during the first evening following the commencement of the fire. This may not be possible and may be delayed until the morning of the following day.

### **6.9.2. Subsequent Suppression Period**

- 6.9.2.1. ForestrySA will schedule operations to two work periods per day as soon as possible after the commencement of the fire. These work periods will involve a maximum of 12 hours working on the fire line plus change-over and a period of time for travel before and after the work period. An employee will work no more than 16 hours inclusive of

travel to and from the fire to their designated start point. The 8-hour break commences from the time the employee returns to their home.

- 6.9.2.2. Except during the prescribed emergency period, an employee fighting fires should receive a rest period of 8 consecutive hours off duty between work on successive work periods. In the event of the employee not receiving such rest period, the employee must be paid at 2.0 times the substantive rate for all work performed on the succeeding day until such time as a rest period of 8 consecutive hours is granted.

#### 6.9.3. Secondment to Other Agencies

- 6.9.3.1. ForestrySA may be asked and may elect to provide an employee to fight fires in other areas or for other agencies, or to participate in multi-agency Incident Management Teams.
- 6.9.3.2. Conditions for secondment to other agencies will be as stated above in the Emergency Period and the Subsequent Suppression Period.

#### 6.9.4. Resumption of Normal Duties

Each employee who has been engaged on firefighting activities outside of ordinary work hours is entitled, upon the cessation of such work and prior to the resumption of normal duties, to a clear break of 8 hours without loss of pay unless 6.9.2 applies. If, on the instructions of ForestrySA, an employee resumes or continues work without having had 8 consecutive hours off duty, the employee will be paid 2.0 times the employee's ordinary rate of pay until released from duty for such period and the employee will then be entitled to be absent until the employee has had 8 consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the 8 hours off duty.

### 6.10 CALL OUT

An employee on standby away from a workplace who is called out to a fire will be paid the applicable penalty rate (refer clause 6.6) from the time the employee leaves for the fire to the time they return home, unless that travel is as part of their next normal working day.

### 6.11 UNPLANNED CALL BACK

- 6.11.1. An employee 'called back' to the workplace for unplanned standby or firefighting will be paid for a minimum of 3 hours' work at the applicable rate for each time the employee is 'called back'.
- 6.11.2. When 'called back' an employee will be paid the overtime rate from the time of leaving home until returning home.
- 6.11.3. 'Call back' overtime must not be regarded as overtime for the purpose of a minimum 8 hour break when the actual time worked is less than 3 hours on such 'call back' or on any subsequent 'call back'. The 8 hour break commences from the time the employee returns to their home.
- 6.11.4. When, by mutual agreement an employee is called back from leave or Banked Time for fire related duties, the employee will be entitled to take the equivalent length of leave or Banked Time at a time mutually agreed with their Manager. ForestrySA will not attempt to request an employee be recalled when they are on personal leave or parental leave.

### 6.12 MEAL BREAKS

- 6.12.1. During normal work days an employee allocated to a fire crew on standby for immediate despatch in case of fire will have a lunch break of no less than 30 minutes by agreement with their Manager, and a payment of \$10.00 will be made to the employee.

Management will make its best endeavours to ensure an employee works no more than 5 hours without a break.

- 6.12.2. During weekends and Public Holidays an employee will take lunch breaks by agreement with their Manager and management will make its best endeavours to ensure an employee works no



more than 5 hours without a 30 minute break. The lunch break will be paid at the applicable standby rate (clause 6.6.1)

- 6.12.3. An employee will take breakfast or dinner breaks by agreement with their Manager and management will make its best endeavours to ensure an employee works no more than 5 hours without a break. These breaks will be paid at the applicable standby rates (clause 6.6.1).
- 6.12.4. Unless varied through fire related work duties, meal breaks will be for 30 minutes.
- 6.12.5. Where an employee is engaged in firefighting and is unable to take a meal break, a payment of an additional 30 minutes at ordinary rates will be made. Where the employee is able to take a meal break but not leave the fire ground area, a payment of \$10.00 will be made to the employee.

### **6.13 MEALS**

- 6.13.1. An employee is expected to provide their lunch meal or their first meal during their work period whichever is applicable.
- 6.13.2. ForestrySA will provide all other meals when an employee, at the direction of ForestrySA, is required to cease duty 2 hours or more after the employee's normal cessation of duty. If no meal is provided then a Meal Allowance will be paid in accordance with Schedule 2.

## **PART 7: ALLOWANCES AND BENEFITS**

### **7.1 ON-CALL CONDITIONS**

#### **7.1.1. On-Call Allowances**

- 7.1.1.1. An employee bound by this Agreement, who is rostered to be on call of a night time, will be paid an allowance in accordance with Section 1 of Schedule 2 of this Agreement.
- 7.1.1.2. An employee bound by this Agreement who is rostered to be On-Call during a full Saturday, Sunday or Public Holiday or any day that the employee would normally be rostered off duty, will be paid in accordance with Section 2 of Schedule 2 of this Agreement.
- 7.1.1.3. No employee should be rostered or required to be On-Call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be On-Call more frequently than this must be by mutual agreement.
- 7.1.1.4. The conditions of being On-Call is to be established through consultation with the employee affected and if requested by an employee, their representative(s), having particular regard to Work Health and Safety considerations.
- 7.1.1.5. An employee who is On-Call must be contactable whilst On-Call but will not be restricted to their residence.
- 7.1.1.6. Existing telephone rental and business calls reimbursement provisions contained in determinations and other manuals of conditions of employment covering each employee bound by this Agreement are not affected by these provisions and will continue to apply.
- 7.1.1.7. If an employee on the on call roster wishes to interchange with another employee on the roster, that employee may do so providing the approval of ForestrySA is obtained.
- 7.1.1.8. Unless otherwise provided in this Agreement, where an employee rostered to be on call, is recalled, that employee will, in addition to the allowances in this clause, be paid overtime in accordance with clause 4 of this Agreement.
- 7.1.1.9. Where an employee is called out while on On-Call the employee will be paid a minimum of 3 hours overtime at the appropriate rate.
- 7.1.1.10. Where an employee is called out in accordance with this clause the overtime is to be paid from the time the employee leaves home until the employee returns home.
- 7.1.1.11. An employee, regardless of classification and salary level will be entitled to payment at overtime rates (or Banked Time by agreement) for work performed from home when On-Call, provided that the total time spent so working on any day and/or night is at least 30 minutes.

### **7.2 RECALL TO WORK (not pre-arranged and excluding Fire Protection duties)**

- 7.2.1. An employee will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or Banked Time by agreement) when recalled to work necessitating their attendance at the workplace or other worksite.
- 7.2.2. An employee who travels to work as a result of receiving a recall to work will:
  - a) Be reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees), provided that no employee will be required to use a private vehicle for work purposes; or
  - b) Be permitted to use a taxi at ForestrySA's expense to travel to and from the workplace, or

- c) Be permitted to use a ForestrySA vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

### **7.3 MEAL ALLOWANCE**

- 7.3.1. Any employee, who by direction of ForestrySA, commences duty 2 hours or more before, and/or ceases duty 2 hours or more after the employee's normal time of commencement or cessation of duty, where such additional duty necessitates taking a meal away from the employee's place of residence, is to be paid an allowance in accordance with Section 3 and Section 4 of Schedule 2 of this Agreement.
- 7.3.2. Any employee, who by direction of ForestrySA, is required to perform duty extending beyond a meal break on a Saturday, Sunday or Public Holiday on which the employee would not normally be required, and who is not entitled to payment for that meal break, is to be paid an allowance in accordance with Section 3 and Section 4 of Schedule 2 of this Agreement. However, the employee is not to be paid meal allowances for Saturday, Sunday or Public Holiday work that is a normal feature of the employee's employment.
- 7.3.3. The meal allowance in clauses 7.3.1 and 7.3.2 will not apply where ForestrySA supplies a meal (without charge) to an employee. Where ForestrySA supplies a meal for which a charge is made the meal allowance payable to an employee must not exceed the amount charged by ForestrySA for that meal.
- 7.3.4. Meal allowances are to be paid in addition to any payment for overtime.

### **7.4 FIRST AID ALLOWANCE**

- 7.4.1. Where, in the performance of their duties, an employee is required to hold a current First Aid Certificate (or equivalent), the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours). The employee will be reimbursed by ForestrySA the cost of acquiring such qualifications.
- 7.4.2. Where a First Aid Officer agrees to renew the First Aid qualification, that employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). The employee will be reimbursed by ForestrySA the cost of renewing the qualification.
- 7.4.3. Where, in the performance of their duties an employee is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- 7.4.4. A First Aid Officer holding a current First Aid Certificate will be paid a First Aid Allowance per week in accordance with Section 5 of Schedule 2 of this Agreement, provided that the employee is required to be able to perform those duties on at least 3 days a week. An employee that is required to be able to perform the duties of a First Aid Officer for less than 3 days will be paid an allowance calculated at the rate in accordance with Section 6 of Schedule 2 of this Agreement.

### **7.5 PAYMENT OF TELEPHONE RENTAL AND OFFICIAL CALLS**

Reimbursement for an employee's private telephone rental and calls charges incurred for official calls must be reimbursed according to the following criteria:

- 7.5.1. When an employee is directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant or equipment.
- 7.5.2. When an employee needs to be available either for public contact or to support ForestrySA operations outside of normal working hours.

- 7.5.3. Reimbursement for telephone rental is to be limited to the basic service and equipment charges, unless other circumstances related to ForestrySA's arrangements exist that requires an employee to have extra connections or equipment.

## **7.6 LICENCE TO DRIVE MOTOR VEHICLES**

- 7.6.1. An employee who drives ForestrySA vehicles must ensure they hold a current and appropriate Drivers Licence.
- 7.6.2. An employee is entitled to have their motor vehicle driver's licence paid by ForestrySA (or the cost reimbursed) in circumstances where in order to carry out their duties an employee is required to drive a motor vehicle as a normal and regular feature in the performance of their duties (i.e. for more than 50 per cent of working time the employee is required to use a vehicle in the performance of their duties and is responsible during that time for the care of that vehicle).
- 7.6.3. Should an employee be required to upgrade the classification of their drivers' licence for employment purposes, any additional costs incurred are to be reimbursed by ForestrySA.
- 7.6.4. An employee who holds drivers' licence in order to drive their own vehicles is not to be reimbursed if occasionally, or on an irregular basis they drive ForestrySA vehicles.

## **7.7 TRAVELLING TIME**

- 7.7.1. An employee, whose salary does not exceed the overtime limit as prescribed in sub clause 4.3.5.3, and who is required by the direction of ForestrySA to travel on official duties outside their normal working hours and is away from their normal worksite/office, must be granted Banked Time in lieu of time spent in such travel.
- 7.7.2. The travel undertaken must be at the direction of the Chief Executive or nominee.
- 7.7.3. "Home" for the purposes of this clause means the place where the employee stayed the night.
- 7.7.4. For the purposes of this clause travelling time does not include:
  - 7.7.4.1. Time spent travelling from the employee's home to their normal worksite/office or from their normal worksite/office to home;
  - 7.7.4.2. Time spent in travel resulting from the reassignment or transfer of an employee to a new location.
- 7.7.5. Where travel is undertaken on a normal working day and is from the home to some other worksite/office for that day, or is from some other worksite/office to home, travelling time will be credited only for the actual time spent in travelling within a period commencing:
  - 7.7.5.1. 1 hour after the time the employee normally ceases duty on that day, extending for a maximum period of 6 hours;
  - 7.7.5.2. From the time the employee leaves home to travel to work and ending 1 hour before the time the employee normally commences duty on that day.
- 7.7.6. For travel other than a normal working day the maximum period which will apply for the granting of Banked Time will be 8 hours in any 1 such day.

## **7.8 TRAVELLING EXPENSES**

- 7.8.1. Where ForestrySA requires an employee to work at such a location remote from his or her usual workplace such that it is not reasonable for them to return to their usual place of residence, ForestrySA shall arrange and pay for reasonable and suitable accommodation, meals and incidental expenses.
- 7.8.2. The decision as to whether the employee is required to travel on a daily basis or remain near the job overnight will be determined by ForestrySA having regard to relevant issues including the employee's health and safety and the availability of suitable accommodation and costs.

- 7.8.3. All travel and accommodation bookings (other than ForestrySA vehicle requirements) must be arranged in accordance with the Travel and Accommodation section of the Procurement, Contracts and Finance Procedures Manual (AC100).
- 7.8.4. Where the employee possesses a ForestrySA Purchase Card, or travels with another employee who has such a card, then that should be used to pay for any reasonable and legitimate travel costs that have not been arranged via the established booking methods referred to in 7.8.3.
- 7.8.5. Where the employee does not have such access to a Purchase Card then a cash advance can be arranged for any anticipated out of pocket expenditure. Any advance must be settled as soon as possible on return to their place of work.
- 7.8.6. Tax invoices must be provided to substantiate all expenditure, however this requirement for minor purchases of incidentals can be waived. ForestrySA prefers that Tax Invoices be provided where ever possible.
- 7.8.7. In determining what is reasonable the amounts prescribed within the South Australian Public Sector Salaried Employees Interim Award shall be referred to as a guide
- 7.8.8. The Procurement, Contracts and Finance Procedures Manual (AC100) provides further information.

## **7.9 PRIVATE MOTOR VEHICLE ALLOWANCE**

- 7.9.1. No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.
- 7.9.2. The payment of the allowance for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by ForestrySA prior to the actual use of the private motor vehicle by the employee.
- 7.9.3. Where an employee has been given approval by ForestrySA to use the employee's private vehicle for official purposes, such employee will be paid an allowance per kilometre travelled in accordance with Section 9 of Schedule 2 of this Agreement.

## **7.10 HOME TO OFFICE PRIVATE MOTOR VEHICLE ALLOWANCE**

- 7.10.1. Where it is necessary for an employee to take their own vehicle to the employee's headquarters for use on that day ForestrySA will authorise payment as appropriate for the vehicle used for the distance of the journey from home to headquarters by the shortest practical route. However, that payment is to be restricted to a one way trip, not a return journey. The maximum allowable distance for that one way trip for which an allowance is to be paid is not to exceed 32 kilometres per day, even if the distance between the employee's home and headquarters is more than 32 kilometres.
- 7.10.2. Where it is necessary for an employee to perform call-back duties, ForestrySA will authorise payment as appropriate for the vehicle used for the actual return distance travelled between the employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This applies only where an employee is required to return to perform essential duties and not in those circumstances where an employee has voluntarily agreed to attend to perform non-essential or optional duties.

## **7.11 TRANSFER OF HEADQUARTERS**

- 7.11.1. Where an employee changes permanent headquarters that requires a change in residence, ForestrySA will make a once only payment for the transfer of the vehicle(s) at the rate in accordance with Section 10 of Schedule 2 of this Agreement for the distance travelled by the employee from the old headquarters to the new headquarters.

## **7.12 COMBINATION OF OFFICIAL AND PRIVATE USE OF MOTOR VEHICLE**

- 7.12.1. ForestrySA may grant approval to an employee who applies to use a private motor vehicle for a combination of official and private purposes where such use is mutually convenient to ForestrySA and the employee.

- 7.12.2. The payment of the allowance for the distance travelled shall be at the appropriate rate as prescribed in Section 10 of Schedule 2 in this Agreement.

## **7.13 EDUCATION ASSISTANCE AND STUDY LEAVE**

### **7.13.1. Applications**

Where an employee desires to improve qualifications for the performance of the duties of the employee's present or future position by undertaking a course of part-time study and for this purpose seeks:

- a) Time off during normal working hours necessary for attendance at lectures, or practical work or examinations; and/or
- b) Reimbursement of fees (where incurred),

the employee must apply to ForestrySA to be eligible as a student for study assistance in accordance with the conditions laid down.

### **7.13.2. Approved Courses**

Approved courses of study will be determined by ForestrySA on a case-by-case basis and must meet the business needs of ForestrySA.

### **7.13.3. Time Off**

ForestrySA may authorise time off for an employee who is approved (as an eligible student) in accordance with the following conditions:

- 7.13.3.1. Time off with pay up to 5 hours per week, plus necessary travelling time. The full time required for essential examinations may be granted without limit.
- 7.13.3.2. When the syllabus requires additional attendance within the study program approved for an employee, apart from the grant of time off with pay, ForestrySA may grant time off without pay. However, an employee may elect to make up this additional time for lectures up to a maximum of 3 hours per week as an alternative to time off without pay.
- 7.13.3.3. An employee may elect to use any available Banked Time.

### **7.13.4. Reimbursement of Fees**

ForestrySA will authorise reimbursement of fees to an employee approved (as a student eligible) in accordance with the following conditions:

- 7.13.4.1. Reimbursement is to be limited to lecture or tuition fees and examination fees only.
- 7.13.4.2. Reimbursement will be authorised for any approved subject or subjects passed for which the approved eligible student was enrolled during the relevant academic year.
- 7.13.4.3. Where an employee holds a Commonwealth Scholarship or other award which already provides for payment of fees in whole or part, reimbursement is to be limited to that amount not covered by such award.
- 7.13.4.4. Documentary evidence of those subjects of an approved course passed during the year must be produced (supplementary exams will be deemed to have been held in the main year).
- 7.13.4.5. Amounts claimed must be supported by receipts.
- 7.13.4.6. An employee newly employed will be eligible for refund of only that portion of the fees paid relating to the period in which the employee has been in the employ of ForestrySA.

7.13.4.7. To qualify for reimbursement a person must be an employee of ForestrySA at the time the examination results are published.

7.13.4.8. Reimbursements to be in accordance with ForestrySA Human Resource Manual.

#### **7.14 REIMBURSEMENT OF REASONABLE CHILD CARE COSTS**

7.14.1. Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, ForestrySA will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to the following requirements:

7.14.1.1. The prior period of 24 hours is to be calculated from the time at which the work is to begin.

7.14.1.2. The work, or the hour(s) to be worked, is not part of a regular or systematic pattern of work or hour(s) performed by the employee.

7.14.1.3. The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

7.14.1.4. Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Office of the Commissioner for Public Sector Employment.

The employee will provide ForestrySA with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

7.14.1.5. For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour(s) including fire protection rosters, for which less than 24 hours prior notice is given.

#### **7.15 DOMESTIC AND FAMILY VIOLENCE**

7.15.1. There are times when an employee who is experiencing or escaping domestic/family violence may need time away from work for a range of reasons, for example to address health, legal, child care, housing or other personal matters.

##### **Flexible Safe Working Arrangements and Leave**

7.15.2. Public Sector employees experiencing or escaping domestic/family violence are entitled to access up to 15 days' Special Leave With Pay in a 12 month period separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements). Special Leave With Pay for Domestic and Family Violence is not considered to be part of the general 15 days special leave with pay allowance for special purposes.

##### **Access to Special Leave With Pay Entitlement for Domestic and Family Violence**

7.15.3. It is entirely the choice and the right of the employee to access up to 15 days' Special Leave With Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.

7.15.4. The parties acknowledge the CPSE has issued a Guideline in relation to this matter.

### **Workplace Performance and Conduct**

- 7.15.5. Experiencing domestic/family violence may have an adverse effect on an employee's workplace performance or conduct.
- 7.15.6. At any time, the employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.
- 7.15.7. Where the employer becomes aware of an employee's personal circumstances, they are to take this information into account in any assessment of that employee's workplace performance or conduct.

### **7.16 INJURY AND INCOME PROTECTION FOR WORK INJURIES**

- 7.16.1 An employee is to be provided income protection for work-related injuries as set out in Appendix 1 of this Agreement.



## **PART 8: LEAVE**

### **8.1 ANNUAL LEAVE**

#### **8.1.1. Period of Leave**

An employee including an employee in their first year of service, is entitled to take annual leave which has accrued and been credited on the basis of completed months of service. Such leave will be exclusive of paid Public Holidays occurring during the period of leave on the following basis:

- 8.1.1.1. If employed other than as a seven day week worker - 4 weeks (20 days) annual leave with pay.
- 8.1.1.2. If employed as a seven day week worker, i.e. an employee who is rostered to work their ordinary hours over 7 days of the week and who is rostered to work regularly on Sundays and Public Holidays - 5 weeks (25 days) annual leave with pay subject to working at least half the Sundays and Public Holidays occurring within a financial year.
- 8.1.1.3. If employed for part of a service year as a seven day week worker will be granted annual leave pro rata on the basis of 5 weeks (25 days) per annum with respect to completed months of service as a seven day week worker.
- 8.1.1.4. If employed for part of a service year as a seven day week worker for more than one period, then all such periods, whether or not each such period constitutes a completed month of service, will be aggregated for determining completed months of service as a seven day week worker.

For the purpose of this sub-clause, a "period" is defined as any time rostered as a seven day week worker which includes a Sunday and/or a Public Holiday as part of the ordinary hours of duty.

- 8.1.1.5. The annual leave to which an employee is entitled should preferably be taken in one or two periods unless ForestrySA is satisfied that good reason exists for allowing the leave to be taken otherwise e.g. Christmas close down, urgent personal reasons. Leave can be taken in part days.
- 8.1.1.6. The monthly rate at which annual leave accrues is:
  - a) 1.67 days for each completed month of service (20 days per annum) for an employee entitled to 4 weeks annual leave.
  - b) 2.08 days for each completed month of service (25 days per annum) for an employee entitled to 5 weeks annual leave.
  - c) This monthly rate of accrual applies in calculating pro-rata leave on termination or for the purposes of annual close down.
- 8.1.1.7. Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.
- 8.1.1.8. Time of taking annual leave
  - a) Annual leave is to be taken at a time or times agreed between ForestrySA and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between ForestrySA and the employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 8.3.

- b) If ForestrySA and an employee fail to agree on the time (or times) for taking annual leave, or part of it, ForestrySA may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.
- c) If ForestrySA determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.
- d) To assist an employee in balancing their work and family responsibilities, an employee may elect with the consent of ForestrySA, to accrue and carry forward any amount of annual leave for a maximum of 2 years from the date of the entitlement.

8.1.1.9. Upon termination of employment, if the period of service is not exactly divisible into complete years, a full-time employee accrues 1.67 days per month or 2.08 days per month as the case may be of annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro rata basis.

#### 8.1.2. Payment for Period of Annual Leave

- 8.1.2.1. Before going on leave, each employee will be paid the ordinary rate of pay the employee would have received in respect of ordinary time worked had the employee not been on leave during that period.
- 8.1.2.2. However, the provision in sub-clause 8.1.2.1 does not apply where an employee transfers from one project to another in order to maintain continuity of employment. In this circumstance, where the employee concerned has, during the 12 months prior to the date upon which leave is commenced:
  - a) Been employed in a classification carrying a higher rate of pay than the employee's existing classification and
  - b) The time spent working in the higher classification totals 130 working days or more in continuous periods of not less than 1 completed month on each occasion, payment is to be made at that higher rate of pay.
- 8.1.2.3. For the purposes of this sub-clause the following payments, where applicable, are to be included in determining the amount to be paid for annual leave:
  - a) Agreement rate of pay for the appropriate classification;
  - b) Certain Agreement allowances, e.g. First Aid allowance.

#### 8.1.3. Annual Leave Loading

- 8.1.3.1. In addition to the payments prescribed in sub-clause 8.1.2.3, each employee will be paid a loading on annual leave as follows:
  - a) If employed other than as a shift worker or a seven day week worker (i.e. an employee entitled to 4 weeks annual leave in accordance with sub-clause 8.1.1.1) - either, a loading of 17.5 per cent calculated on the total of sub-clauses 8.1.2.3(a) and 8.1.2.3(b), where applicable; or,  
  
the penalties the employee would have received if the employee had worked and not been on leave during the relevant period; whichever is the greater.
  - b) If employed as a shift worker or a seven day week worker (i.e. an employee entitled to 5 weeks annual leave in accordance with sub-clause 8.1.1.2 - either, a loading of 20 per cent calculated on the total of sub-clauses 8.1.2.3(a) and 8.1.2.3(b) where applicable; or,

the weekend and shift penalties the employee would have received if the employee had worked and not been on leave during the relevant period; whichever is the greater.

8.1.3.2. An employee who is employed for part of a year as a shift worker or a seven day week worker will be paid a loading of 17.5 per cent plus the difference between the 17.5 per cent and 20 per cent loadings calculated on a pro rata basis taking into account the number of completed months worked as a shift worker or a seven day week worker.

8.1.3.3. The amount of leave loading payable is subject to the Public Service Recreational Leave Loading Award (as amended from time to time).

#### 8.1.4. Termination

In all cases of termination of employment, whether by resignation or dismissal, an employee is to be paid the monetary equivalent of their accrued annual leave, together with annual leave loading calculated in accordance with clause 8.1.3.

#### 8.1.5. Sickness During Annual Leave

An employee who is sick while on annual leave and who produces a medical certificate or other satisfactory evidence covering the period of illness, is entitled to convert such period to paid personal leave if the employee has sufficient personal leave credit to do so. In these circumstances the employee will be re-credited with the annual leave during which the illness occurred and for which personal leave is now being taken.

#### 8.1.6. Shut Down

8.1.6.1. Where ForestrySA requires the business operation or part of it, to be temporarily shut down ForestrySA may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin

8.1.6.2. No more than two shut downs can occur in 1 calendar year.

8.1.6.3. Where an employee is unable to attend work because of a shut down, that employee must be allowed to take either accrued Annual Leave calculated in accordance with 8.1.1.6, or Banked Time.

8.1.6.4. Where an employee is required to take leave in accordance with sub-clause 8.1.6.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

8.1.6.5. All time that the employee is stood off without pay for the purposes of sub-clause 8.1.6.4 is deemed to be time of service in the next 12 monthly qualifying period.

8.1.6.6. ForestrySA may require an employee to access paid leave (Annual, LSL, Banked Time) for any working day between the period Christmas Day to New Year's Day.

## 8.2 PERSONAL LEAVE – INJURY AND SICKNESS

### 8.2.1. Entitlement to Personal Leave

8.2.1.1. An employee, other than a casual employee, who is absent from work on account of personal illness or on account of injury by accident is entitled to leave of absence without deduction from the employee's ordinary rate of pay on condition that:

- a) The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers Compensation.
- b) The employee must inform their manager of the employee's inability to attend for duty within 24 hours of the commencement of such absence, and as far as

practicable, state the nature of the injury or illness and the estimated duration of the absence.

- c) The employee must prove to the satisfaction of ForestrySA that the inability to attend for duty was on account of such illness or injury.
- d) An employee must not be granted paid leave of absence if the inability to work is the result of the employee's own misconduct.

8.2.1.2. An employee is entitled to personal leave which will accrue at the rate of one day per service month. An employee working 8 ordinary hours per day will be debited with 8 hours for each full day's absence.

8.2.1.3. Personal leave is to be taken in increments to the nearest 15 minutes.

8.2.1.4. Exceptions

- a) A seven day week employee  
An employee who is required to be on active duty for 7 days of the week, will be granted an annual entitlement of 106.4 hours and will be debited 7.6 hours for each full day's absence.
- b) A Part Time employee  
Where the normal weekly number of hours is less than 38.0, paid personal leave to the extent of twice the weekly number of hours will be granted. Where an employee transfers from a full time position to a part time position, personal leave will be granted to the extent of twice the lesser weekly number of hours.

8.2.2. Payments Applicable During Personal Leave

For the purpose of this sub-clause the following payments, where applicable, are to be included in determining the amount so payable for personal leave:

- a) Award rate of pay for appropriate classification.
- b) Certain award allowances e.g. leading hand, industry allowance, (where paid for all purposes), First Aid allowances.

8.2.3. Provision of Medical Certificates

8.2.3.1. Absences for Periods of 3 Days or Less

An employee may be absent from duty on account of personal illness or injury (other than one for which Worker's Compensation is payable) for periods of up to 3 working days without the provision of a medical certificate from a health practitioner, as defined herein.

8.2.3.2. Absences for Periods Exceeding 3 Days:

- a) Where an employee is absent from duty for a period in excess of 3 consecutive working days the employee must provide a medical certificate or a certificate from a health practitioner (as defined in clause 8.2.3.3 (d)) covering the whole of the period of absence.
- b) Where an employee, who is living in a ForestrySA camp remote from any town, is absent on personal leave for a period in excess of 3 consecutive working days, ForestrySA may determine that provision of a medical certificate is unnecessary on the certificate of the supervisor or employer in charge of the camp that they are satisfied that the employee was unable to work on account of sickness (not being due to the employee's own misconduct) on the days for which personal leave is claimed.
- c) Where an employee has been absent because of personal illness or injury for a period greater than 11 consecutive working days they will be required to provide

a medical certificate from a legally qualified medical practitioner stating that the employee is fit to return to suitable duties.

**8.2.3.3. Certificates Acceptable for Personal Leave Purposes**

- a) The certificate of a legally qualified medical practitioner (doctor) will be accepted for any period of personal leave absence.
- b) The certificate of a health practitioner, as defined, may be accepted for a period not exceeding 5 consecutive working days.
- c) Where an employee is required to be treated by a health practitioner, as defined, and the absence from duty exceeds 5 consecutive working days, a certificate signed by a legally qualified medical practitioner is required in addition to a certificate of absence signed by the relevant health practitioner.
- d) For the purposes of this sub-clause, a "health practitioner" means a registered Chiropractor, registered Dentist, registered Optician, registered Occupational Therapist, registered Physiotherapist, registered Podiatrist, registered Psychologist and registered Speech Pathologist.

**8.2.3.4. Personal Leave during currency of Long Service Leave**

An employee who becomes sick whilst on long service leave and provides a medical certificate covering the period of illness may apply to convert the period of illness to be paid as personal leave provided that the period of illness is not less than 1 calendar week and the employee concerned has sufficient personal leave credit available. Should approval be given for this transfer of debits, a period of long service leave equivalent to the period of approved personal leave may be taken at the end of the period of long service leave originally approved, or added to the employee's future long service leave entitlement.

**8.3 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER**

**8.3.1. Definitions**

8.3.1.1. Personal leave to care for a family member means leave provided in accordance with clause 8.2.

8.3.1.2. Family - the following are to be regarded as members of a person's family:

- a) A spouse, including a defacto spouse;
- b) A child or step child;
- c) A parent or parent in-law;
- d) Any other member of the person's household;
- e) A grandparent or grandchild;
- f) Any other person who is dependent on the person's care.

8.3.1.3. Personal leave means leave provided for in accordance with clause 8.2.

**8.3.2. Paid personal leave to care for a family member**

8.3.2.1. An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support:

- a) Due to personal injury; or
- b) For the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected

emergency, is entitled to up to 10 days or the equivalent in hours in any completed year of continuous service (pro rata for a part-time employee) to provide care and support for such persons when they are ill.

- 8.3.2.2. By agreement between ForestrySA and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in clause 8.3.2.1. In such circumstances, ForestrySA and the employee shall agree upon the additional amount that may be accessed.
- 8.3.2.3. The entitlement to use personal leave to care for a family member is subject to the employee being responsible for the care of the person concerned.
- 8.3.2.4. The employee must, if required by ForestrySA, establish by providing a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 8.3.2.5. In normal circumstances an employee must not take personal leave to care for a family member where another person has taken leave to care for the same person.
- 8.3.2.6. The employee must, where practicable, give ForestrySA notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify ForestrySA by telephone of such absence at the first opportunity on the day of the absence.
- 8.3.2.7. The amount of personal leave to care for a family member taken is to be deducted from the amount of the employee's personal leave credit.
- 8.3.3. Unpaid personal leave to care for a family member
  - 8.3.3.1. Where an employee has exhausted all paid personal leave entitlements, an employee may elect, with the consent of ForestrySA, to take unpaid leave for the purpose of providing care to a family member who is ill or who requires care due to an unexpected emergency.
  - 8.3.3.2. ForestrySA and the employee shall agree upon the period of unpaid personal leave to care for a family member which may be taken.
  - 8.3.3.3. In absence of the agreement between ForestrySA and the employee, the employee is entitled to take up to 2 days (of a maximum of 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.
- 8.3.4. Single day absences

Single day absences may be taken for personal leave to care for a family member as provided for in sub-clause 8.1.1.8 (a).
- 8.3.5. Casual employee's caring responsibilities
  - 8.3.5.1. A Casual employee is not entitled to personal leave to care for a family member or bereavement leave but subject to the notice and evidentiary requirements. A casual employee is entitled to not be available to attend work, or to leave work:
    - a) To care for a member of their family who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
    - b) Upon the death of a family member.
  - 8.3.5.2. The period for which the employee will be entitled to not be available to attend work for each occasion in sub-clause 8.3.5.1 is:
    - a) The period agreed upon between ForestrySA and the employee; or

b) Up to 48 hours (or 2 days) per occasion.

8.3.5.3. A casual employee is not entitled to any payment for the period of non-attendance under this clause.

8.3.5.4. ForestrySA must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of ForestrySA to engage or not to engage a casual employee are otherwise not affected.

8.3.5.5. This clause does not intend to alter the nature of casual employment and is without prejudice to any Parties' arguments about the nature of casual employment.

#### **8.4 BEREAVEMENT LEAVE**

To be read and applied as part of the 15 days in clause 8.5 (Special Leave With Pay)

##### **8.4.1. Entitlement to leave**

An employee (other than a casual employee), on the death of a family member as defined in clause 8.3.1.2 or a brother or a sister, is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days' work. Proof of death must be furnished by the employee to the satisfaction of ForestrySA, if requested.

##### **8.4.2. Unpaid entitlement to leave**

An employee may take unpaid bereavement leave by agreement with ForestrySA.

##### **8.4.3. Effect of other leave**

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

- a) To the extent that the employee receives or is entitled to receive pay for the period; or
- b) Where the absence results from a decision of ForestrySA to stand the employee off without pay.

#### **8.5 SPECIAL LEAVE WITH PAY**

ForestrySA may grant up to the equivalent of 15 days special leave with pay each service year to an employee to enable them to meet individual needs and responsibilities in accordance with the ForestrySA Human Resources Manual. This leave may include, but is not limited to:

##### **8.5.1. "Pressing Necessity" Leave**

8.5.1.1. Special leave with pay not exceeding a total of 3 days in any service year may be granted in circumstances of pressing necessity.

8.5.1.2. "Pressing Necessity" is defined as any circumstance where an employee is called upon personally to do some act either in performance of a duty or in the protection of a right or necessity which the employee cannot reasonably do outside of duty hours.

8.5.1.3. "Pressing Necessity" leave must be taken in whole days.

##### **8.5.2. Moving House**

8.5.2.1. If special leave is sought for the purpose of moving house, 1 day will be granted if:

- a) ForestrySA is satisfied that the proposed removal of the employee's furniture and household effects will be carried out as quickly as possible and the necessary consequences of the removal will require the employee's absence for the greater part of the day and;

b) The actual removal takes part on the working day.

8.5.2.2. Where the spouse of the employee is also an employee of ForestrySA, only 1 person is to be granted special leave with pay.

8.5.2.3. Special leave with pay for moving house is not to be granted at more frequent intervals than 3 years.

### 8.5.3. Trade Union Training Leave

ForestrySA may authorise an employee to attend Trade Union Training course(s) if the conditions set out below are satisfied.

#### 8.5.3.1. Eligible Employee

An employee eligible for nomination to attend course(s) is to be a member of a Trade Union and or an Association.

#### 8.5.3.2. Training Institutions

Approval is to be limited to attendances at Trade Union Training course(s) organised, run or approved by the following organisations:

- SA Unions
- Australian Council for Union Training
- Any other accredited training organisation agreed to by both Parties

#### 8.5.3.3. Nominations for Attendance

All nominations for attendances at courses must be made by a Trade Union or Association of which the employee is a member.

Approval for Nominees

Approval is subject to:

- a) A certificate of eligibility signed by the Secretary of the nominating Union, Association or organisation, or a person nominated by the Secretary.
- b) A proviso that the employee can be spared from ForestrySA. In deciding approval, ForestrySA work must be the priority, and the privilege may be withdrawn at any time if deemed necessary.

#### 8.5.3.4. Extent of Support

- a) Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during 2 calendar years to be calculated from the date the employee is first granted leave to attend a trade union training course.
- b) Time off with pay in excess of this entitlement may be granted in special circumstances at the discretion of ForestrySA but in no case will the amount exceed 20 working days during 2 years.
- c) All other costs related to attendance at a course will be the responsibility of the nominating Union, Association or training organisation.

#### 8.5.3.5. Extent of Support (Part-time employee)

Time off with pay for a part-time employee eligible to attend courses may be granted in accordance with the following table.



Hours Worked / Days that may be granted per week per 2 calendar years

Hours per week	Days
15 - 20	3
21 - 25	4
26 - 30	6
31 - 35	8
36 - 40	10

#### 8.5.3.6. Paid Day Off

Where an employee is absent on trade union training on their Paid Day Off, such day will stand as the Paid Day Off.

#### 8.5.4. Bereavement Leave

This entitlement as set out in clause 8.4 is part of the 15 Days Special Leave With Pay.

### 8.6 SPECIAL LEAVE WITHOUT PAY

8.6.1. The Chief Executive may grant leave without pay for all periods of absence in case of illness or injury (including workers compensation) and for periods not exceeding 12 months at one time, or for broken periods of less than 12 months within an employee's service year in the cases of justifiable pressing necessity or personal pleasure.

8.6.2. All leave without pay must be applied for and recorded in working days.

### 8.7 LONG SERVICE LEAVE AND RETENTION LEAVE

An employee is entitled to Long Service Leave and Skills and Experience Retention Leave subject to the qualifying conditions and terms of the *Public Sector Act 2009* as amended.

### 8.8 PARENTAL LEAVE

#### 8.8.1 Definitions

In this clause, unless the contrary intention appears:

8.8.1.1. **"Adoption"** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

8.8.1.2. **"Adoption leave"** means adoption leave provided under sub-clause 8.8.3.4.

8.8.1.3. **"Child"** means a child of the employee or the employee's spouse under the age of 1 year; OR means a child under the age of school age who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least 6 months.

8.8.1.4. **"Eligible casual employee"** means a casual employee employed by ForestrySA during a period of at least 12 months, either:

- a) On a regular and systematic basis for several periods of employment; or
- b) On a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

8.8.1.5. **"Extended adoption leave"** means adoption leave provided under sub-clause 8.8.3.4(b).

- 8.8.1.6. **"Extended paternity leave"** means paternity leave provided under sub-clause 8.8.3.3(b).
- 8.8.1.7. **"Government authority"** means a person or agency prescribed as a government authority for the purposes of this definition.
- 8.8.1.8. **"Maternity leave"** means maternity leave provided under sub-clause 8.8.3.2.
- 8.8.1.9. **"Medical certificate"** means a certificate as prescribed in sub-clause 8.8.5.1.
- 8.8.1.10. **"Parental leave"** means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.
- 8.8.1.11. **"Paternity leave"** means paternity leave provided under sub-clause 8.8.3.3.
- 8.8.1.12. **"Primary care-giver"** means a person who assumes the principal role of providing care and attention to a child.
- 8.8.1.13. **"Relative adoption"** means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 8.8.1.14. **"Short adoption leave"** means adoption leave provided under sub-clause 8.8.3.4(a).
- 8.8.1.15. **"Special adoption leave"** means adoption leave provided under clause 8.8.10
- 8.8.1.16. **"Special maternity leave"** means maternity leave provided under sub-clause 8.8.9.1.
- 8.8.1.17. **"Spouse"** includes a defacto spouse or a former spouse.
- 8.8.2. Employer's responsibility to inform
  - 8.8.2.1. On becoming aware that:
    - a) An employee is pregnant; or
    - b) An employee's spouse is pregnant; or
    - c) An employee is adopting a child,ForestrySA must inform the employee of:
    - a) The employee's entitlements under this clause; and
    - b) The employee's responsibility to provide various notices under this clause.
- 8.8.3. Eligibility for and entitlement to parental leave
  - 8.8.3.1. Subject to the qualifications in clause 8.8.4, the provisions of this clause apply to full-time, part-time and each eligible casual employee but does not apply to any other employee.
    - a) For the purposes of this clause continuous service is work for ForestrySA on a regular and systematic basis (including a period of authorised leave or absence).
    - b) ForestrySA must not fail to re-engage a casual employee because:
      - (i) The employee or the employee's spouse is pregnant;
      - (ii) The employee is or has been immediately absent on parental leave.
    - c) The right of ForestrySA in relation to engagement and re-engagement of a casual employee is not affected, other than in accordance with this clause.

8.8.3.2. An employee who becomes pregnant is, on the provision of the required medical certificate, entitled to up to 104 weeks of maternity leave.

8.8.3.3. A male employee is, on the provision of the required medical certificate, entitled to 1 or 2 periods of paternity leave, the total of which must not exceed 104 weeks, as follows:

- a) An unbroken period of up to 1 week at the time of the birth of the child.
- b) A further unbroken period of up to 104 weeks in order to be the primary care-giver of the child (to be known as extended paternity leave).

8.8.3.4. An employee is entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks, as follows:

- a) An unbroken period of up to 3 weeks at the time of the placement of the child (to be known as short adoption leave).
- b) A further unbroken period of up to 104 weeks in order to be the primary care-giver of the child (to be known as extended adoption leave).

#### 8.8.4. Qualifications on entitlements and eligibility

8.8.4.1. An employee engaged upon casual or seasonal work is not entitled to parental leave.

8.8.4.2. An entitlement to parental leave is subject to the employee having at least 12 months of continuous service with ForestrySA immediately preceding:

- a) In the case of maternity leave, the expected date of birth; or otherwise
- b) The date on which the leave is due to commence.

8.8.4.3. The entitlement to parental leave is reduced:

- a) In the case of maternity leave, by any period of extended paternity leave taken by the employee's spouse and/or by any period of special maternity leave taken by the employee.
- b) In the case of extended paternity leave, by any period of maternity leave taken by the employee's spouse.
- c) In the case of extended adoption leave, by any period of extended adoption leave taken by the employee's spouse.

#### 8.8.5. Certification required

8.8.5.1. An employee must, when applying for maternity leave or paternity leave, provide ForestrySA with a medical certificate that:

- a) Names the employee or the employee's spouse, as appropriate;
- b) States that the employee or the employee's spouse is pregnant; and
- c) States:
  - (i) The expected date of birth;
  - (ii) The expected date of termination of pregnancy; or
  - (iii) The date on which the birth took place,

whichever is appropriate.

8.8.5.2. At the request of ForestrySA, an employee must, in respect of the conferral of parental leave, produce to ForestrySA within a reasonable time a statutory declaration which states:

a) Parental leave

- (i) The particulars of any period of parental leave sought or taken by the employee's spouse, and where appropriate; and
- (ii) That the employee is seeking the leave to become the primary care-giver of a child.

b) Adoption leave

- (i) In the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

8.8.6. Notice requirements

8.8.6.1. Maternity leave

a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the child, give notice in writing to ForestrySA stating the expected date of birth; and
- (ii) Give not less than four weeks' notice in writing to ForestrySA of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
- (iii) Notify ForestrySA of any change in the information provided within two weeks after the change takes place.

b) ForestrySA may, by not less than 14 days' notice in writing to the employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth.

Such a notice may be given only if the employee has not given the required notice.

8.8.6.2. Paternity leave

An employee must:

- a) Not less than 10 weeks prior to each proposed period of paternity leave, give ForestrySA notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.
- b) Notify ForestrySA of any change in the information provided pursuant to clause 8.8.5 within two weeks after the change takes place.

8.8.6.2. Adoption leave

An employee must:

- a) On receiving notice of approval for adoption purposes, notify ForestrySA of the approval and, within 2 months of the approval, further notify ForestrySA of the period(s) of adoption leave the employee proposes to take.
- b) In the case of a relative adoption, so notify ForestrySA on deciding to take a child into custody pending an application for adoption.

- c) As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to ForestrySA of that date, and of the date of commencement of any period of short adoption leave to be taken.
- d) At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to ForestrySA of the date of commencing leave and the period of leave to be taken.

#### 8.8.6.3. Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- a) The birth occurring earlier than the expected date; or
- b) The death of the mother of the child; or
- c) The death of the employee's spouse, or
- d) The requirement that the employee accept earlier or later placement of the child, so long as, where a living child is born, the notice is given not later than 2 weeks after the birth.

#### 8.8.7. Taking of parental leave

- 8.8.7.1. No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity leave of up to 1 week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.
- 8.8.7.2. Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.
- 8.8.7.3. Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.
- 8.8.7.4. A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.
- 8.8.7.5. Subject to clause 8.8.4 and unless agreed otherwise between ForestrySA and employee, an employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of birth.
- 8.8.7.6. Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, ForestrySA may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 8.8.7.7. Where leave is granted under sub-clause 8.8.7.5, during the period of leave an employee may return to work at any time, as agreed between ForestrySA and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.
- 8.8.7.8. Maternity leave and paternity leave cannot extend beyond the child's second birthday.
- 8.8.7.9. Adoption leave cannot extend beyond the child's 5th birthday.
- 8.8.7.10. Extended adoption leave cannot extend beyond the 1st anniversary of the initial placement of the child.

- 8.8.7.11. Notwithstanding the provisions of this clause, an employee eligible for parental leave has the right to request parental leave as consistent with clause 8.8.15.

8.8.8. Variation and cancellation of parental leave

- 8.8.8.1. Without extending an entitlement beyond the limit set by clause 8.8.3, parental leave may be varied as follows:

- a) The leave may be lengthened once by the employee giving ForestrySA at least 14 days' notice in writing stating the period by which the employee requires the leave to be lengthened.
- b) The leave may be lengthened or shortened by agreement between ForestrySA and the employee.

- 8.8.8.2. Parental leave, if applied for but not commenced, is cancelled:

- a) Should the pregnancy terminate other than by the birth of a living child; or
- b) Should the placement of a child proposed for adoption not proceed.

- 8.8.8.3. If, after the commencement of any parental leave:

- a) The pregnancy is terminated other than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
- b) The employee gives ForestrySA notice in writing stating that the employee desires to resume work ForestrySA must allow the employee to resume work within 4 weeks of receipt of the notice.

- 8.8.8.4. Parental leave may be cancelled by agreement between ForestrySA and the employee.

8.8.9. Special maternity leave and personal leave

- 8.8.9.1. If:

- a) An employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave in accordance with clauses 8.2 or 8.3; or
- b) The pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, special maternity leave and maternity leave must not exceed the period to which the employee is entitled under sub-clause 8.8.3.2 and she is entitled to take unpaid special maternity leave for such periods as a registered medical practitioner certifies as necessary.

- 8.8.9.2. Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

- 8.8.9.3. An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

- 8.8.9.4. If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

8.8.10. Special adoption leave

- 8.8.10.1. An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.
- 8.8.10.2. An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding 5 days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.
- 8.8.10.3. The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 8.8.3.
- 8.8.10.4. Special adoption leave may be taken concurrently by an employee and the employee's spouse.
- 8.8.10.5. Where paid leave is available to the employee, ForestrySA may require the employee to take such leave instead of special adoption leave.

8.8.11. Transfer to a safe job - maternity leave

- 8.8.11.1. If, in the opinion of a legally qualified medical practitioner:
  - a) Illness or risks arising out of the pregnancy; or
  - b) Hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue her present work, the employee must, if ForestrySA considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 8.8.11.2. If the transfer to a safe job is not considered practicable, the employee is entitled, or ForestrySA may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 8.8.11.3. Leave under this clause 8.8.11 will be treated as maternity leave.

8.8.12. Part-time work

An employee who is pregnant or is entitled to parental leave may, by agreement with ForestrySA, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- 8.8.12.1. Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- 8.8.12.2. Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

8.8.13. Communication during parental leave

- 8.8.13.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, ForestrySA shall take reasonable steps to:
  - a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

8.8.13.2. The employee shall take reasonable steps to inform ForestrySA about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

8.8.13.3. The employee shall also notify ForestrySA of changes of address or other contact details which might affect ForestrySA's capacity to comply with sub-clause 8.8.13.1.

8.8.14. Return to work after parental leave

8.8.14.1. An employee must confirm the employee's intention to return to work, by notice in writing, to ForestrySA given at least 4 weeks before the end of the period of parental leave.

8.8.14.2. On returning to work after parental leave an employee is entitled:

- a) To the position which the employee held immediately before commencing parental leave; or
- b) In the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

8.8.14.3. If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

8.8.14.4. An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave. Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, ForestrySA shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

8.8.15. Return to Work on a Part Time Basis

8.8.15.1. Subject to this clause, if agreed between the Chief Executive and employee, an employee's return to work after maternity or adoption leave can be on a part-time basis, at the employee's substantive level, until the child's second birthday.

8.8.15.2. The following conditions apply to an employee applying to return on a part time basis:

- a) The Chief Executive will consider an employee's request having regard to both the operational needs of the business or particular workplace, and the employee's circumstances.
- b) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's 2nd birthday.
- c) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part-time basis.

8.8.16. Right to request

8.8.16.1. An employee entitled to parental leave pursuant to clause 8.8.3, may request ForestrySA to allow the employee:

- a) To extend the period of simultaneous unpaid leave provided for in sub-clauses 8.8.3.3(a) and 8.8.3.4(a) up to a maximum of 8 weeks;



- b) To extend the period of unpaid parental leave provided for in sub-clause 8.8.3.2 by a further continuous period of leave not exceeding 12 months;
- c) To return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

8.8.16.2. ForestrySA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or ForestrySA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

8.8.16.3. The employee's request and ForestrySA's decision made under sub-clause 8.8.16.1(b) and (c) must be recorded in writing.

8.8.16.4. Where an employee wishes to make a request under sub-clause 8.8.16.1(c), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 8.8.17. Termination of employment

8.8.17.1. An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

8.8.17.2. ForestrySA must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on parental leave. Otherwise the rights of ForestrySA in relation to termination of employment are not affected by this clause.

#### 8.8.18. Replacement Employee

8.8.18.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

8.8.18.2. Before ForestrySA engages a replacement employee ForestrySA must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 8.8.19. Paid Parental Leave

8.8.19.1. An employee who is granted paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting will be entitled to the benefits provided by this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

8.8.19.2. Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable) is entitled to 16 weeks paid maternity leave or adoption leave (as applicable) (the "applicable maximum period"). "Adopted child" means a child under 16 years of age.

8.8.19.3. An employee who, at the time of taking such paid maternity leave or adoption leave, has been employed by ForestrySA for not less than 5 years (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks paid parental leave.

8.8.19.4. The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- a) The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

- b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- c) At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
  - (i) To take paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - (ii) To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payment) from the date maternity/adoption leave commences; or
  - (iii) A combination of (i) and (ii)
- d) A Part Time employee will have the same entitlements as a full-time employee, 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).
- e) During periods of paid or unpaid maternity leave, personal leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal leave to the extent available, subject to the usual provisions relating to the provision of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- f) Where both prospective parents are employees covered by the Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity/or adoption/ surrogacy leave does not exceed the applicable maximum and that the leave is taken in periods of not less than 4 weeks and has regard to the operational needs of ForestrySA.

## **PART 9: TERMINATION OF EMPLOYMENT AND REDUNDANCY**

### **9.1 NOTICE OF TERMINATION BY FORESTRYSA**

9.1.1. In order to terminate the employment of an employee, ForestrySA must give the employee the following notice: (Period of continuous service period of notice)

- a) Not more than 1 year at least 1 week
- b) More than 1 year but not more than 3 years at least 2 weeks
- c) More than 3 years but not more than 5 years at least 3 weeks
- d) More than 5 years at least 4 weeks

9.1.2. In addition to the notice in clause 9.1.1 an employee over 45 years of age at the time of the giving of notice with not less than 2 years continuous service is entitled to additional notice of 1 week.

9.1.3. Payment at the ordinary rate of pay in lieu of the notice prescribed in clause 9.1.1 and/or clause 9.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

9.1.4. In calculating any payment in lieu of notice, ForestrySA must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

9.1.5. The period of notice in this clause does not apply in the case of:

- a) Dismissal for conduct that at common law justifies instant dismissal;
- b) A casual employee;
- c) An employee engaged for a specific period of time; or
- d) An employee engaged for a specific task or tasks.

9.1.6. Time Off During Notice Period

Where ForestrySA has given notice of termination to an employee, the employee is entitled to up to 1 days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with ForestrySA.

9.1.7. Statement of Employment

At the employee's request ForestrySA must provide to an employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

9.1.8. Payment in Lieu

If ForestrySA makes payment in lieu for all or any of the periods of notice prescribed, the period for which such payment is made must be treated as service with ForestrySA for the purposes of computing any service related entitlement of the employee.

9.1.9. Notice of Termination by Employee

In order to terminate employment an employee must give ForestrySA the following notice:

Period of Continuous Service / Period of Notice

- a) Not more than 1 year / at least 1 weeks' notice

- b) More than 1 year / at least 2 weeks' notice

## **9.2 CONTINUOUS SERVICE**

### **9.2.1. Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- b) Absence of the employee from work for any cause by leave of ForestrySA.
- c) Absence from work on account of illness, disease or injury.
- d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- e) Interruption or termination of the employee's service by an act or omission of ForestrySA with the intention of avoiding any obligation imposed by this Agreement or the *Fair Work Act 1994* (SA).
- f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of ForestrySA in consequence of the settlement of the dispute.
- g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- h) Interruption or termination of the employee's service by ForestrySA for any reason other than those referred to in this clause if the worker returns to the service of ForestrySA within 2 months of the date on which the service was interrupted or terminated.
- i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by ForestrySA that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

### **9.2.2. Calculation of period of service**

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with ForestrySA except:

- a) To the extent that the employee receives or is entitled to receive pay for the period; or
- b) Where the absence results from a decision of ForestrySA to stand the employee off without pay.

## **9.3 REDEPLOYMENT, RETRAINING AND REDUNDANCY**

- 9.3.1. Given the principles set out in this clause 9.3 are reflective of policies applicable to the Public Service (as defined in the *South Australian Public Sector Act 2009*) and certain other public sector agencies, this clause 9.3 shall apply to employees for so long as they are employed by ForestrySA.

### **9.3.2. ForestrySA will:**

- a) Acknowledge that this clause is not to be used to manage performance-related matters and/or misconduct.

- b) Encourage employees to adapt and develop capabilities to meet changing needs and challenges and those who are declared 'Excess Employees' will engage in opportunities for retraining and redeployment.
  - c) Acknowledge and agree that the principles of the CPSE's Determination on Redeployment, Retraining and Redundancy in relation to redeployment across the SA Public Sector will be adopted and apply to employees covered by this agreement.
  - d) Ensure available roles and vacancies are advertised and support employees to be redeployed.
  - e) Actively manage excess employees to effectively assist in any transition to new roles including:
    - (i) Providing access to vacancies and interview; active consideration for a role where an excess employee is identified and there is a skills and capabilities match;
    - (ii) Provide access to retraining support.
  - f) Where an employee has not been able to secure a new role, within the SA Public Sector or external to, by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.
  - g) The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.
  - h) The employment of an employee may not be terminated at the end of a 12-month period under this Clause unless ForestrySA has made reasonable endeavours to find other suitable duties within ForestrySA or SA Public Sector.
- 9.3.3. ForestrySA 'Excess Employees' are responsible for actively adapting and developing their skills including:
- a) Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another position i.e. redeployment; or seek an invitation for an early separation payment.
  - b) Cooperate and participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which the employee is placed or assigned.
  - c) If appointed, working with an external service provider allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities.
  - d) Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (including with training)<sup>1</sup>.
  - e) Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to ForestrySA employees.
- 9.3.4. Application of separation payments
- 9.3.4.1. Voluntary separation arrangements will be in accordance with Treasurer's Budget Statement June 2014: TVSP 10 weeks plus 2 weeks payment per year of service to a maximum of 52 weeks.

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<sup>1</sup> This is intended to be broadly considered: does the person have the skills and capabilities to perform the duties to a substantial extent (including with training). That is, there does not need to be direct match with all of the requirements of the role/position.

- 9.3.4.2. A voluntary separation arrangement must be offered to an excess employee if they haven't been successful in gaining an alternative position within the first 3 months of being declared excess (date of written notice).
- 9.3.4.3. Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quantum of any future invitation to accept a separation package will be reduced:
  - 9.3.4.3.1. Redeployment period more than 3 months and up to 6 months - 50% reduction;
  - 9.3.4.3.2. Redeployment period greater than 6 months and up to 9 months - 75% reduction.
- 9.3.4.4. The Chief Executive must notify the relevant parties bound by this Agreement at least three months prior the employee being due to reach the end of the 12 months of being excess.
- 9.3.4.5. Excess employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

## PART 10: SIGNATORIES

Signed for and on behalf of  
CHIEF EXECUTIVE  
SOUTH AUSTRALIAN FORESTRY CORPORATION



1/12/2020  
Date

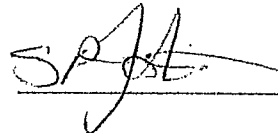
In the Presence of

Sarah Frow  
Name

  
Signature

1/12/2020  
Date

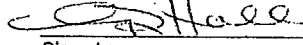
Signed for and on behalf of  
CHIEF EXECUTIVE  
DEPARTMENT OF TREASURY AND FINANCE  
(as the declared employer for public employees  
Pursuant to Reg. 4, Fair Work Act (General)  
Regulations 2009 (SA))



2/12/20  
Date

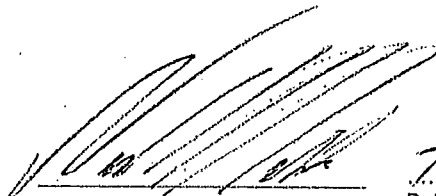
In the Presence of

Carolyn Hall  
Name

  
Signature

2/12/2020  
Date

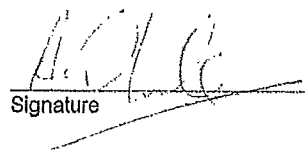
Signed for and on behalf of  
PUBLIC SERVICE ASSOCIATION OF SOUTH  
AUSTRALIA INCORPORATED, COMMUNITY AND  
PUBLIC SECTOR UNION (CPSU), STATE PUBLIC  
SERVICES FEDERATION (SPSF) GROUP (SA  
BRANCH)



7/12/2020  
Date

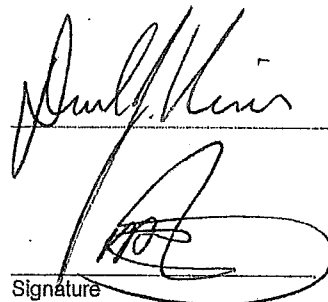
In the Presence of

Dustin White  
Name

  
Signature

7/12/20  
Date

Signed for and on behalf of  
CONSTRUCTION FORESTRY MARITIME MINING &  
ENERGY UNION – MANUFACTURING DIVISION SA  
BRANCH



8/12/2020  
Date

In the Presence of

MATTHEW BLANKS  
Name



8/12/2020  
Date

## SCHEDULE 1

		Current Annual	Annual amounts from the first full pay period commencing on or after:	
		1/10/2019	1/10/2020	1/10/2021
		\$	\$	\$
Age				
17 years & under		30,682	31,142	31,609
18 years		34,905	35,429	35,960
19 years		39,128	39,715	40,311
20 years		43,350	44,000	44,660
Level	Steps			
1	1	46,730	47,431	48,142
	2	47,801	48,518	49,246
	3	49,033	49,768	50,515
	4	50,472	51,229	51,998
	5	52,291	53,075	53,871
2	1	53,113	53,910	54,718
	2	54,374	55,190	56,017
	3	55,634	56,469	57,316
3	1	56,163	57,005	57,861
	2	57,849	58,717	59,597
	3	59,534	60,427	61,333
4	1	63,737	64,693	65,663
	2	65,788	66,775	67,776
	3	67,876	68,894	69,928
5	1	72,149	73,231	74,330
	2	74,334	75,449	76,581
	3	76,819	77,971	79,141
6	1	81,019	82,234	83,468
	2	85,521	86,804	88,106
	3	90,023	91,373	92,744
7	1	92,842	94,235	95,648
	2	95,483	96,915	98,369
	3	98,185	99,658	101,153
8	Range	99,626	101,120	102,637
		106,227	107,820	109,438
9	Range	107,427	109,038	110,674
		118,830	120,612	122,422
10	Range	119,429	121,220	123,039
		131,790	133,767	135,773



## SCHEDULE 2

### ALLOWANCES

The allowances noted in this Schedule (unless otherwise stated) will be varied in accordance with either:

- (a) The Full Bench of the South Australia Employment Tribunal decisions' relating the General Application to Review Award Wages and rates, in such cases ForestrySA will have regard to the relevant allowances contained in:

- (i) the *S.A. Public Sector Salaried Employees Interim Award* and
- (ii) the *South Australian Government Civil Construction and Maintenance Award*

OR

- (b) The Commissioner for Public Sector Employment Determinations as amended from time to time.

### ON-CALL ALLOWANCES (Refer clauses 4.15.6, 6.8 & 7.1)

The amounts paid by ForestrySA for On-Call Allowances are as follows:

- SECTION 1. An employee who is rostered to be On-Call of a night time will be paid an allowance for each night as follows:

On-Call Allowances	First pay period on or after 1/10/2019
Monday-Friday	\$33.65

- SECTION 2. An employee who is rostered to be On-Call during a full Saturday, Sunday or Public Holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:

On-Call Allowances	First pay period on or after 1/10/2019
Weekends/Public Holidays/Rostered Days Off	\$58.85

### MEAL ALLOWANCES (Refer clauses 4.3.12, 4.5.11, 6.13.2 & 7.3)

- SECTION 3. An employee that is entitled to a meal when away from the employee's place of residence, is to be paid an allowance for the meal at the rate of \$18.35 for an evening meal,

- SECTION 4. An employee that is entitled to a meal when away from the employee's place of residence, is to be paid an allowance for the meal rate of \$12.85 for any other meal.

### FIRST AID ALLOWANCES (Refer clause 7.4, 8.1.2.3 & 8.2.2)

- SECTION 5. An employee that is required to hold a current First Aid certificate in accordance with clause 7.4 of this Agreement will be paid a First Aid allowance of \$15.85 per week.

- SECTION 6. An employee that is required to be able to perform the duties of a First Aid officer on less than 3 days per week in accordance with clause 7.4.4 will be paid a First Aid allowance of \$0.41 per hour.

### PAYMENT OF TELEPHONE RENTALS & OFFICIAL CALLS (Refer clause 7.5)

- SECTION 7. The criteria for Reimbursement of telephone rentals & official calls is outlined in clause 7.5.

**LICENCES TO DRIVE MOTOR VEHICLES** (Refer clause 7.6)

SECTION 8. The criteria for Reimbursement of licences to drive motor vehicles is outlined in clause 7.6.

**MOTOR VEHICLE ALLOWANCE** (Refer clause 7.9 & 7.10)

SECTION 9. The criteria for motor vehicles allowances are outlined in clause 7.9 & 7.10.

For motor car, station wagons and utilities (petrol, diesel or LPG) – \$0.98 cents per kilometre.

Motorcycles/scooters – \$0.39 cents per kilometre.

Trailers – 6 cents per kilometre for each kilometre a ForestrySA trailer is towed with the employee's private vehicle.

**TRANSFER OF HEADQUARTERS AND COMBINATION OF OFFICIAL AND PRIVATE USE** (Refer clause 7.11 & 7.12)

SECTION 10. The criteria for these allowances are outlined in clause 7.11 & 7.12.

For motor cars, station wagons and utilities (petrol, diesel or LPG) – \$0.31 cents per kilometre.

For motorcycles/scooters – \$0.12 cents per kilometre

## APPENDIX 1

### INJURY AND INCOME PROTECTION POLICY

#### 1. PREAMBLE

- 1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

#### 2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

#### 3. ADMINISTRATION OF THIS POLICY

- 3.1. The responsibility for administering this policy is vested in the Chief Executive or delegate.
- 3.2. In administering this policy, the Chief Executive shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

#### 4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.

**"Employer"** means Chief Executive or delegate.

**"Benefits"** means weekly payments of income maintenance or medical and like expenses.

**"Financial support"** means the weekly payments of income support made pursuant to this policy.

**"Independent Medical Adviser"** in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).

**"Notional Weekly Earnings"** within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".

**"Retirement"** in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.

**"Recovery/return to work plan"** includes a recovery/return to work plan established or continuing under this policy.

#### 5. MUTUAL OBLIGATIONS

- 5.1. A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of a n y service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2. A worker while in receipt of benefits pursuant to this policy must—
- (c) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (d) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan;

and

- (e) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (f) return to suitable employment when reasonably able to do so; and
- (g) take reasonable steps to mitigate any possible loss on account of the work injury.

## **6. RETURN TO WORK COMMITMENT**

### **6.1. Whereas:**

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## **7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015**

### **7.1. Those workers who are injured on or after 1 July 2015 in circumstances where the worker:**

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
  - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
  - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

### **7.2. In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or**

### **7.3. A redemption of medical expenses referred to in 7.2.**

### **7.4. In the case of financial support:**

- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
- (b) A redemption of 7.4(a).

## **8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015**

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
- (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014*; and
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*;
- will be provided on the following basis:
- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.

## **9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)**

- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.

- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## 10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act 2014*; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
  - (e) Retires, resigns or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.
- 10.3 If a worker applies for and takes a period of annual or long service leave, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES**

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.