FORESTRYSA ENTERPRISE AGREEMENT 2005

File No. 7805 of 2005 Cross Reference File No. 2443 of 2005

CONSOLIDATED AGREEMENT AS AT 12 DECEMBER 2005 AS SUPPLIED BY THE PARTIES AND INCORPORATING ALL AMENDMENTS SINCE THE ORIGINAL APPROVAL WAS GRANTED ON 28 APRIL 2005.

FORESTRYSA ENTERPRISE AGREEMENT 2005

File No. 2443 of 2005

This Agreement shall come into force on and from 28 April 2005 and have a life extending until 30 September 2006.





FORESTRYSA

ENTERPRISE AGREEMENT

2005



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FORESTRYSA (THE SOUTH AUSTRALIAN FORESTRY CORPORATION)

ENTERPRISE AGREEMENT

FOR THE PERIOD 28 April 2005 TO 30 SEPTEMBER 2006

BETWEEN

FORESTRYSA

AND

EMPLOYEES OF FORESTRYSA

AND

THE PUBLIC SERVICE ASSOCIATION OF SOUTH AUSTRALIA INC

AND

THE AUSTRALIAN WORKERS UNION

AND

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION

CLAUSE 1. TITLE OF AGREEMENT

This Agreement shall be called the ForestrySA Enterprise Agreement 2005.

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CLAUSE 3. PARTIES BOUND

3.1 This Agreement is made pursuant to Section 75 of the Industrial and Employee Relations Act, 1994, on this 28 day of April 2005. This Agreement will be binding upon the South Australian Forestry Corporation ("ForestrySA"), the employees of ForestrySA whether covered or not by the Awards prescribed in Clause 4 and the Community and Public Sector (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Inc, the Australian Workers Union and the Construction, Forestry, Mining and Energy Union but excluding:

- The Chief Executive
- Executives appointed pursuant to individual executive employment agreements
- Employees whose terms and conditions are subject to a voluntary non-executive contract, or provides for a review of salary, and
- Trainees employed by ForestrySA

CLAUSE 4. SA PUBLIC SECTOR AWARDS

- 4.1 This Agreement will be read and interpreted in conjunction with the following awards provided that where there is any inconsistency, this Agreement will take precedence:
 - The South Australian Public Sector Salaried Employees Interim Award
 - The South Australian Government Civil Construction and Maintenance Award

CLAUSE 5. RECREATION LEAVE LOADING

5.1 ForestrySA will pay employees, during a period of recreation leave or pro rata recreation leave, a loading based upon the employee's ordinary rate of pay at the time the employee commences leave. The loading will be paid in accordance with the provisions of the Public Service (Recreation Leave Loading) Award, as amended from time to time.

CLAUSE 6. MEMORANDUM OF UNDERSTANDING

6.1 There will be no forced redundancies from ForestrySA of employees bound by this Agreement up to and including 30 September 2006.

6.2 The current South Australian Public Sector Redeployment Policy and Practices as set out in PSM Act Direction No. 6 (as amended by Attachment A to the SA Government (Public Sector Salaried Employees) Salaries Interim Award 2004 will be followed by the parties up to and including 30 September 2006.

CLAUSE 7. DATE AND PERIOD OF OPERATION

7.1 This agreement will come into force under the provisions of Section 83 of the *Industrial and Employee Relations Act 1994* on and from the date approved by the Industrial Relations Commission of South Australia and have a life extending until 30 September 2006.

7.2 The parties to this agreement will commence negotiations of the new agreement no later than 6 months prior to the expiry date of this agreement.

CLAUSE 8. OBJECTIVES OF THE AGREEMENT

8.1 This Agreement between the parties reflects enhanced management/employee relationships. The 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 reflected in the Corporate Plan. In particular, there is a need for ForestrySA to:

- have a global market focus;
- ensure that customer requirements for quality, quantity and service are met;
- optimise the financial return to the Government;
- be a world competitive forest products supplier;
- have flexible forest management practices that are responsive to market demand; and
- deliver effective forestry services to Government, industry and the community.

8.2 The Agreement will provide the mechanism to progress the Corporate Plan and to align organisational culture to reflect ForestrySA's business focus through the flowing-on of strategic corporate policies and practices into the workplace.

8.3 The Corporate Plan identifies the key changes required in the Corporation.

CLAUSE 9. CONSULTATIVE PROCESS

9.1 The Single Bargaining Centre (SBC) will be the peak forum for enterprise bargaining discussions and consultation within ForestrySA. The SBC will consist of management representatives, employee representatives and representatives from employee associations, and supported with appropriate resources.

9.2 The SBC will be responsible for the continued promotion of this Agreement. The representatives within the Single Bargaining Centre have a responsibility to adequately consult with the people they represent and to keep them properly informed during the course of their duties.

9.3 The parties commit to the following consultative principles:

• 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.

- ForestrySA shall consult in good faith, not simply advise what will be done.
- Workplace change, which will affect a significant number of employees, should not be implemented before appropriate consultation has occurred with employees and their representatives.
- 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.

9.4 The parties to this Agreement acknowledge that issues of Government and Board-level policy, decisions, service levels and resource allocation fall outside the parameters of this Agreement. ForestrySA undertakes wherever possible to keep employees informed of these issues.

CLAUSE 10. COMMITMENT TO BUSINESS OBJECTIVES

10.1 The parties to this Agreement are committed during the life of the Agreement to pursuing the following initiatives:

- Establishing programs for Organisational Development by including succession planning, workforce planning, training and development, leadership and management skill development and performance management systems for all employees to promote a culture of shared goals and continuous improvement.
- To ensure that the structure of the business effectively promotes the efficient delivery of products and services.
- The development, implementation and maintenance of Integrated Management Systems, including the adoption of international/national standards relating to Quality (ISO 9001), the Environment (ISO 14001), Occupational Health and Safety (AS/NZS 4801 and 4804) and Forest Management (AS 4708 Australian Forestry Standard).

CLAUSE 11. TERMS AND CONDITIONS OF EMPLOYMENT

11.1 ForestrySA undertakes during the life of this Agreement to work towards the creation of a document setting out the terms and conditions of employment for ForestrySA with a view to incorporating such terms and conditions as an appendix to the next ForestrySA enterprise agreement.

The aim is to consolidate relevant non-award public sector terms and conditions into a single agreed document and also give the parties the opportunity to address any forestry specific conditions.

CLAUSE 12. CLASSIFICATION OF WEEKLY PAID EMPLOYEES

12.1 On approval of this Agreement by the IRCSA, ForestrySA will immediately commence a review of every weekly paid employees position against the Activities Schedule and the Award Work Level definitions. Any reclassification resulting from this review will apply from the date of approval of this Agreement by the IRCSA.

12.2 No employee will be disadvantaged through the review of activities and classifications. In the event that an employee's position is classified at a lower level, the incumbent employee shall retain his or her existing classification level.

12.3 Where an employee wishes to dispute the result of his or her classification review under the process identified in this clause, the employee may seek a further review to be conducted by an independent person agreed by the relevant unions and ForestrySA.

12.4 A classification determination by the independent person will be effective as prescribed in clause 12.1.

12.5 Any applications for review must be made in writing to the Director, Human Resources, ForestrySA within three weeks of the date of the notification letter to the employee advising the employee's classification following the clause 12 review.

CLAUSE 13. ENTERPRISE IMPROVEMENT FRAMEWORK

- 13.1 This Agreement recognises that the parties will support:
 - ForestrySA continuing to evolve as a dynamic and customer responsive entity.
 - ForestrySA will continue to maintain defined standards. The standards to be maintained or achieved are:
 - Quality Management Systems ISO 9001,
 - Environmental Management Systems ISO 14001,
 - OHS&W Management Systems AS/NZS 4801,
 - Australian Forestry Standard AS 4708

These standards are incorporated into an Integrated Risk Management System.

- A commitment to the skills development of employees within ForestrySA to reinforce the requirement of increased technical capacity in areas such as, but not limited to, GIS-based applications and the silvicultural management of plantations and the development of business skills to ensure the future competitiveness of ForestrySA.
- OHS&W programs by all employees attending site safety meetings and contributing to ForestrySA maintaining its Workcover Level 3 rating.
- The provision of, and attendance at, appropriate training and development programs.

- ForestrySA continuing to seek new opportunities for further expanding the plantation resources on private land in the Green Triangle and ensuring competitiveness is maintained by seeking external sources of funds to assist this.
- ForestrySA continuing to develop and implement competitive sale processes for uncommitted wood fibre by inviting offers for all market areas, including export markets, and monitoring the resulting improvement in returns in line with the policy of obtaining the best possible prices consistent with sound marketing strategy.

CLAUSE 14. SALARY PACKAGING

14.1 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.

14.1.1 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.

14.1.2 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.

14.1.3 Where, on cessation of employment, ForestrySA makes a payment in lieu of notice; or a payment in respect of accrued recreation 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.

CLAUSE 15. GRIEVANCE AND DISPUTE SETTLEMENTPROCEDURES

15.1 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 either party. Except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work arrangement in place at the time the matter was first raised in accordance with these procedures.

15.2 Any grievance or dispute shall be handled as follows: All parties have a right to seek representation in order to resolve any dispute.

- Stage 1: Discussions between the employee/s and supervisor.
- Stage 2: Discussions involving the employee/s and nominated representatives with the Director, Human Resources or nominated representative.

Stage 3: Discussions involving nominated representatives with Manager / Director. Human Resources. At this stage, discussions may include representatives of the Department of Administrative and Information Services, Public Sector Workforce Relations Division.

A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

15.3 The parties commit to adhere to this procedure, including the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

15.4 Sensible time limits shall be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above should, if possible, take place within 24 hours after the request of the employees or the employee's representative.

15.5 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to the next stage of the procedure if the party believes it is desirable to do so.

15.6 Emphasis is to be placed on a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia. In order to allow for peaceful resolution of grievances the parties are committed to avoiding industrial disputation while the procedures of negotiation and conciliation are being followed.

15.7 The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

15.8 In the event of a party failing to observe these procedures, the other party may take such steps as determined necessary to resolve the matter.

CLAUSE 16. NO EXTRA CLAIMS

16.1 During the life of the Enterprise Agreement, the parties bound undertake not to pursue claims except where consistent with and contemplated by this Enterprise Agreement and except where consistent with the State Wage Case Principles, or any successor thereto.

16.2 The increases provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, however described.

16.3 The parties recognise the provisions of Section 15 and Schedule 1(4) of the *South Australian Forestry Corporation Act 2000* ("the Act") as it pertains to the terms and conditions of employment. The parties further recognise that by force of the Act, this No Extra Claims Clause does not operate to prevent the variation of this Enterprise Agreement by way of the application of any salary increase, paid maternity/adoption leave outcomes and any other

applicable provisions, as may be determined by way of the interim, or final, decision of the Full Industrial Relations Commission of the Industrial Relations Commission of South Australia in the matter of the SA Government (Public Sector Salaried Employees) Salaries Award (No. 2821 of 2004).

CLAUSE 17. PARTICULAR ARRANGEMENTS

The parties agree that the following conditions will apply during the life of this agreement:

Allowances

17.1 The total rates of pay contained in Schedule 1 of this Enterprise Agreement include allowances contained in Schedule 2 of the SA Government Civil Construction and Maintenance Award.

Fire Protection

17.2 The parties agree to adhere to the improvements in fire protection and obtained in previous Enterprise Agreements. The parties also acknowledge the need for employees to be involved in fire protection activities as circumstances dictate. Employees involved in these activities must be fit, capable and trained for the task to the standards and levels stipulated by ForestrySA.

17.3 For the purposes of this agreement the bushfire season period applied by ForestrySA will be consistent with the dates specifically declared by the SA Country Fire Service (CFS). In general terms this spans the period 1^{st} November -30^{th} April annually.

17.4 When involved in fire fighting activities, employees covered under the South Australian Government Civil Construction and Maintenance Award shall be eligible for the following rates (including periods on weekends and public holidays). The applicable rates are detailed in the table below:

CMW Level	Bush Fire Fighting Support (Non accredited)	Bush Fire Fighting Front line (Accredited)	Bush fire fighting Standby
1	3	4	1
2	3	4	1
3	3	4	1
4	3	4	1
5	3	5	1
6	3	6	1
7	3	7	1

Non-Accredited – Applies to employees who are not required to be involved in front line fire fighting, but are expected to be involved in the support activities that require a level of fitness and training commensurate with the task.

Accredited – Applies to employees who have reached the required fitness levels and have completed all training as determined by ForestrySA. These employees would be involved in front line fire fighting.

responsibilities incurred by these staff. These employees must have reached required fitness levels and completed compulsory fire training as determined by ForestrySA. An amount of \$40.00 per week will be paid to employees for each week or part thereof for the duration the fire season (as detailed in paragraph 17.3) when they fulfil any of the roles as detailed below:

- Regional Duty Officer: •
- Incident Management Team (including Incident Controller, Logistics Leader, Planning Leader and Operations Leader).
- Section Commander •
- Strike Team Leader
- Site or Functional Coordinators (including Field HQ/Communications Base Coordinator • and Equipment Materials and Logistics Coordinator).

Other Fire Fighting Conditions

17.6 All other provisions related to fire fighting (e.g.: overtime penalties) will continue to apply in their current form.

On-call/Recall

17.5

17.7 The provisions relating to on-call and recall, which are prescribed in the awards listed in Clause 4 and which are not specifically referred to in this clause, will continue to apply.

On-Call Allowances

17.8 Employees bound by this Agreement, who are rostered to be on call of a night time, will be paid an allowance for each night as follows:

- \$12.10 on and from 1 October 2004; and
- \$12.50 on and from 1 October 2005.

17.9 Employees bound by this Agreement who are 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:

- \$24.10 on and from 1 October 2004; and
- \$24.90 on and from 1 October 2005.

On-Call Conditions

17.10 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 only be introduced where the employee concerned genuinely agrees to same.

17.11 The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to Occupational, Health and Safety considerations.

17.12 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence

17.13 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, determinations and other manuals of conditions of employment, etc. covering the employees bound by this Agreement are not affected by these provisions and will continue to apply.

Recall to Work (not pre-arranged and excluding fire protection duties)

17.14 Subject to paragraph 17.16 below, employees bound by this Agreement, regardless of classification and salary level (except executive level or equivalent and employees whose terms and conditions are subject to a voluntary non-executive contract), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.

17.15 Subject to paragraph 17.16 below, employees bound by this Agreement, regardless of classification and salary level (except executive level or equivalent and employees whose terms and conditions are subject to a voluntary non-executive contract), will be entitled to payment at overtime rates (or time off in lieu 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.

17.16 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in paragraphs 17.14 and 17.15 is an employee's normal rate for overtime purposes except where such rate exceeds the maximum salary of the ASO-5 classification level prescribed in this Agreement. In this situation, where an employee's rate of pay does not exceed the maximum salary of ASO-6, overtime is to be calculated at the rate of the minimum salary increment of ASO-5. Where an employee's rate of pay exceeds the maximum salary of ASO-6 (but is less than executive level or equivalent), overtime is to be calculated at the rate of the maximum salary of ASO-6.

17.17 Despite the provisions of paragraph (c), special arrangements may be determined by ForestrySA where the particular circumstances of any case require a different approach. Where such special arrangements are inconsistent with any of the provisions of this Clause, they will prevail over the provisions of this Clause to the extent of that inconsistency.

17.18 All employees who travel to work as a result of receiving a recall to work will:

- 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
- be permitted to use a taxi at ForestrySA's expense to travel to and from the workplace; or
- be permitted to use a ForestrySA vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

Reclassification Date

17.19 Except as provided in Clause 12 of this Agreement, where an employee makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three calendar months from the date of lodgment.

"TOIL" Entitlements

17.20 An employee who accrues time off in lieu ("TOIL" – which requires prior agreement with the appropriate manager) in accordance with the applicable Award or other arrangement:

- Cannot lose that entitlement;
- Must take the entitlement in accordance with the following:
- At a time agreed with ForestrySA within 3 months of accrual; or
- With the agreement of ForestrySA, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time;
- At a time directed by ForestrySA where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 5 days TOIL.

Minimum Hours of Engagement

17.21 On and from the date of approval of this Agreement, a casual employee will be engaged for a minimum period of three hours, unless otherwise expressly agreed between ForestrySA and the employee.

17.22 On and from the date of approval of this Agreement, a part-time employee will be engaged for a minimum shift period of three hours, unless otherwise agreed between ForestrySA and the employee.

17.23 Nothing in this clause affects the operation of Clause 17.7; On-call/Recall.

CLAUSE 18. OCCUPATIONAL HEALTH, SAFETY & WELFARE

18.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.

18.2 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices identified in this Agreement.

18.3 ForestrySA will prepare policies designed to eliminate workplace harassment and bullying consistent with any guidelines developed by the Commissioner for Public Employment.

18.4 In establishing and maintaining a safe and healthy work environment, ForestrySA will not require an employee to undertake an unreasonable workload in the ordinary discharge of the employee's duties.

CLAUSE 19. TRAINING & DEVELOPMENT

19.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision of and participation in relevant development opportunities (including accredited training).

CLAUSE 20. WORKLIFE FLEXIBILITY

Voluntary Flexible Working Arrangements ("VFWA")

20.1 The parties acknowledge the mutual benefit to ForestrySA and employee of Voluntary Flexible Working Arrangements to balance work and other (including family) commitments. During the term of this Agreement, ForestrySA commit to the development of a policy on VFWA's.

20.2 The Chief Executive will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of the business or particular workplace, and the employee's circumstances. Consideration will be given to the impacts on team effectiveness, OHS&W issues and fire protection requirements.

20.3 This clause applies for the period an employee participates in a VFWA.

- Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Agreement or relevant Award.
- Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.

- Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- Where, on cessation of employment, the ForestrySA makes a payment in lieu of notice; or a payment in respect of accrued recreation 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 (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and will be adjusted accordingly.

Paid Maternity Leave and Paid Adoption Leave

20.4 An employee who is granted maternity leave or adoption leave that commences on or after the 5th May will be entitled to the benefits provided by this clause.

20.5 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, is entitled to twelve (12) weeks paid maternity leave.

20.6 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to twelve (12) weeks paid adoption leave.

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

- The total of paid and unpaid maternity/adoption/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.
- An employee will be entitled to twelve (12) weeks leave, paid at the employee's ordinary
 rate of pay (excluding allowances, penalties or other additional payments) from the date
 maternity/adoption leave commences. The paid maternity/adoption 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.
- At the time of applying for paid maternity or adoption leave, the employee may elect in writing:
 - (a) To take the paid leave in 2 periods of 6 weeks during the first 12 months of the commencement of their paid leave; or
 - (b) To take the paid leave at half pay in which case, notwhithstanding any other clase of this Agreement, the employee will be entitled, during the 24 weeks, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - (c) A combination of (a) and (b).

- Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- During periods of paid or unpaid maternity leave, sick 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 sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

Return to Work on a Part Time Basis

20.8 Subject to this clause, an employee is entitled to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday.

- 20.9 The following conditions apply to an employee applying to return on a part time basis:
 - 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 second birthday;
 - 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.
 - An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

Family Carer's Leave

20.10 Employees may access up to five days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the *Equal Opportunity Act 1984* (S.A.).

This access is available if the following conditions are satisfied:

- The employee must have responsibility for the care of the family member concerned; and;
- The employee produces satisfactory evidence of sickness of the family member, if requested.

20.11 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

Reimbursement of Reasonable Child Care Costs

20.12 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:

- The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 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.
- The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 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 Commissioner for Public 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.

20.13 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.

Reimbursement of Reasonable Travel Costs

20.14 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause:

- The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
- The employee ordinarily uses public transport.
- Travel is by the most direct or appropriate route.
- The employee will provide ForestrySA with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

20.15 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.

CLAUSE 21. WORKPLACE FLEXIBILITY

21.1 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).

21.2 This clause applies to a proposal by ForestrySA or employee/s within a workplace to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").

- Where ForestrySA or 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 representative/s and affected employee/s in accordance with the consultative principles in this Agreement.
- Consultation in respect of a Workplace Flexibility Proposal will have regard to operational efficiency and productivity; work and non-work impacts on individual affected employees.
- A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favorable (considered as a whole) than arrangements applying pursuant to this Agreement (including a relevant Award).
- 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").
- A party may apply to vary this Agreement to add any Workplace Flexibility Agreement as a schedule to this Agreement to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement.
- 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.

21.3 All Workplace Flexibility Agreement will be subject to review by the parties during the renegotiation of this Agreement on the reaching of its expiry date.

CLAUSE 22. WAGE AND SALARY INCREASES

22.1 This clause refers to the wage and salary schedules appearing in Schedule 1: Wages and Salaries.

22.2 Except as provided by this clause, the wage rates and salaries payable to employees are those detailed in Schedule 1: Wages and Salaries which provides for wage rates and salaries which will operate on and from the dates specified (the "applicable date"), namely:

- 1 October 2004; and
- 1 October 2005 respectively.

22.3 The wage or salary payable to an employee as at the applicable date shall not reduce by reason of a wage or salary schedule in this Enterprise Agreement.

22.4 ForestrySA acknowledges the Interim Award Decision of 6 October 2004 for all classifications of employees covered by the SA Government (Public Sector Salaried Employees) Salaries Award.

22.5 ForestrySA will apply an interim salary increase of 3.5% to all salaried classifications in order to achieve consistency with the SA Government.

22.6 ForestrySA undertakes to match any further conditions awarded by the SA Industrial Relation Commission to Public Sector Salaried Employees during the life of this Agreement.

CLAUSE 23 SIGNATORIES

Chief Executive, South Australian Forestry Corporation Witness

Australian Workers' Union - Greater South Australian Branch

.....

Public Services Association of South Australia Inc

Construction Forestry Mining Energy Union – Forestry Furniture Building Products and Manufacturing Division SA Branch Witness

Employee Ombudsman

Witness

.....

Employee Representative

Witness

Witness

Witness

PAY RATES

Incorporating \$30 pw increase

CLASSIFN		1/10/2004			1/10/2005	
SA Civil Const &	Base pw	Allow	Total	Base pw	Allow	Total
Maint Award	*5 40,00	\$00.00	*=0 4 0 0	* 570.00	004 74	A
Frainee	\$540.90	\$20.90	\$561.80	\$570.90	\$21.74	\$592.64
Level 1						
1 st inc	\$560.60	\$20.90	\$581.50	\$590.60	\$21.74	\$612.34
2 nd inc	\$570.60	\$20.90	\$591.50	\$600.60	\$21.74	\$622.34
3 rd inc	\$580.50	\$20.90	\$601.40	\$610.50	\$21.74	\$632.24
Level 2						
1 st inc	\$590.40	\$20.90	\$611.30	\$620.40	\$21.74	\$642.14
2 nd inc	\$600.30	\$20.90	\$621.20	\$630.30	\$21.74	\$652.04
Level 3						
1 st inc	\$610.30	\$20.90	\$631.20	\$640.30	\$21.74	\$662.04
2 nd inc	\$620.40	\$20.90	\$641.30	\$650.40	\$21.74	\$672.14
Level 4						
1 st inc	\$630.00	\$20.90	\$650.90	\$660.00	\$21.74	\$681.74
2 nd inc	\$640.10	\$20.90	\$661.00	\$670.10	\$21.74	\$691.84
Level 5						
1 st inc	\$652.60	\$20.90	\$673.50	\$682.60	\$21.74	\$704.34
2 nd inc	\$662.60	\$20.90	\$683.50	\$692.60	\$21.74	\$714.34
Level 6						
1 st inc	\$676.60	\$20.90	\$697.50	\$706.60	\$21.74	\$728.34
2 nd inc	\$687.80	\$20.90	\$708.70	\$717.80	\$21.74	\$739.54
Level 7						
1 st inc	\$707.60	\$20.90	\$728.50	\$737.60	\$21.74	\$759.34
2 nd inc	\$719.20	\$20.90	\$740.10	\$749.20	\$21.74	\$770.94

Incorporating \$30 pw increase

CLASSIFN		1/10/2004		1/10)/2005	
SA Govt Dept & Instrum (Metal Trades Award)	Base pw	Allow	Total	Base pw	Allow	Total
Met06 Lv 2	\$813.30	\$20.90	\$834.20	\$843.30	\$21.74	\$865.04
Met08 Lv 2	\$719.20	\$20.90	\$740.10	\$749.20	\$21.74	\$770.94

increase, Incorporating .25% increating .25% incre	STEP	1/10/2004	1/10/2005
STREAM			
ASO – 1	17 years & under	\$18,456	\$19,194
	18 years	\$21,432	\$22,290
	19 years	\$24,409	\$25,386
	20 years	\$27,386	\$28,481
	1 st year adult	\$29,767	\$30,958
	2 nd year adult	\$30,523	\$31,744
	3 rd year adult	\$31,351	\$32,605
	4 th year adult	\$32,107	\$33,391
	5 th year adult	\$32,864	\$34,179
	6 th year adult	\$33,688	\$35,036
ASO – 2	1	\$35,820	\$37,253
	2	\$37,295	\$38,787
	3	\$38,770	\$40,321
ASO – 3	1	\$41,716	\$43,385
	2	\$43,191	\$44,919
	3	\$44,666	\$46,453
ASO – 4	1	\$47,792	\$49,584
	2	\$48,895	\$50,729
	3	\$49,999	\$51,874
ASO – 5	1	\$53,299	\$55298
	2	\$55,338	\$57,413
	3	\$57,522	\$59,679
	4	\$59,705	\$61,944
ASO – 6	1	\$61,745	\$64.060
	2	\$63,638	\$66,024
	3	\$65,532	\$67,989
ASO – 7	1	\$68,323	\$70,715
	2	\$70,314	\$72,775
	3	\$72,203	\$74,730
	4	\$74,163	\$76,759
ASO – 8	1	\$76,996	\$79,691
	2	\$78,521	\$81,270
	3	\$80,047	\$82,849
MAS – 1	1	\$66,898	\$69,167
MAS – 2	1	\$75,616	\$78,263
MAS – 3	1	\$81,501	\$84,354

Incorporating 3.5% increase, Incorporating .5% increase

OPERATIONAL SERVICES STREAM	STEP	1/10/2004	1/10/2005
DPS – 1	17 years & under	\$18,071	\$18,794
	18 years	\$20,986	\$21,825
	19 years	\$23,900	\$24,856
	20 years	\$26,815	\$27,888
	1 st year adult	\$29,147	\$30,313
	2 nd year adult	\$30,523	\$31,744
	3 rd year adult	\$31,351	\$32,605
	4 th year adult	\$31,107	\$33,391
	5 th year adult	\$32,864	\$34,179
	6 th year adult	\$33,688	\$34,036
DPS – 2	1	\$35,820	\$37,253
	2	\$37,295	\$38, 787
	3	\$38,584	\$40,321
DPS – 3	1	\$41,716	\$43,385
	2	\$43,191	\$44,919
	3	\$44,666	\$46,453
DPS – 4	1	\$47,792	\$49,584
	2	\$48,895	\$50,729
	3	\$49,999	\$51,874
DPS – 5	1	\$51,260	\$53,182
	2	\$52,935	\$54,920
	3	\$54,610	\$56,658
DPS – 6	1	\$56,503	\$58,622
	2	\$58,106	\$60,285
	3	\$59,705	\$61,944
DPS – 7	1	\$61,745	\$64,060
	2	\$63,638	\$66,024
	3	\$65,532	\$67,989

Incorporating 3.5% increase, Incorporating .5%

Incorporating .25% increase			
PROFESSIONAL SERVICES	STEP	1/10/2004	1/10/2005
STREAM PSO - 1	1 (3rd Year Degree)	\$39,063	\$40,626
		. ,	. ,
	2 (4th Year Degree)	\$40,685	\$42,312
	3	\$43,045	\$44,767
	4	\$45,292	\$46,990
	5	\$47,646	\$49,433
	6	\$49,999	\$51,874
PSO – 2	1	\$53,299	\$55,298
	2	\$55,338	\$57,413
	3	\$57,522	\$59,679
	4	\$59,705	\$61,944
PSO – 3	1	\$61,745	\$64,060
	2	\$63,638	\$66,024
	3	\$65,532	\$67,989
PSO – 4	1	\$68,323	\$70,715
	2	\$70,314	\$72,775
	3	\$72,203	\$74,730
	4	\$74,163	\$76,759
PSO – 5	1	\$76,996	\$79,691
	2	\$78,521	\$81,270
	3	\$80,047	\$82,849
MPS – 1	1	\$66,898	\$69,167
MPS – 2	1	\$75,616	\$78,263
MPS – 3	1	\$81,501	\$84,354

Incorporating 3.5% increase, Incorporating .5% increase,

TECHNICAL SERVICES	rating .25% increase STREAM STEP	1/10/2004	1/10/2005
TGO – 0	16 years & under	\$15,658	\$16,284
	17 years	\$18,669	\$19,416
	18 years	\$21,680	\$22,647
	19 years	\$24,691	\$25,678
	20 years	\$27,702	\$28,810
	1 st year adult	\$30.111	\$31,315
	2 nd year adult	\$31,019	\$32,260
	3 rd year adult	\$32,051	\$33,333
	4 th year adult	\$33,070	\$34,393
	5 th year adult	\$34, 071	\$35,434
	6 th year adult	\$35,008	\$36,408
	7 th year adult	\$36,159	\$37,605
	8 th year adult	\$37,322	\$38,815
	9 th year adult	\$38,489	\$40,029
ΓGO – 1	18 years	\$29,642	\$30,828
	19 years	\$31,006	\$32,246
	20 years	\$32,368	\$33,663
	1 st year adult	\$34,071	\$35,434
	2 nd year adult	\$35,008	\$36,408
	3 rd year adult	\$36,159	\$37,605
	4 th year adult	\$37,322	\$38,815
	5 th year adult	\$38,489	\$40,029
	6 th year adult	\$39,653	\$41,239
	7 th year adult	\$40,834	\$42,467
	8 th year adult	\$42,160	\$43,846
	9 th year adult	\$43,338	\$45,072
ΓGO – 2	1	\$46,912	\$48,671
	2	\$48,454	\$50,271
	3	\$49,999	\$51,874
ГGO – 3	1	\$52,425	\$54,391
	2	\$53,880	\$55,901
	3	\$55,338	\$57,413
ГGO – 4	1	\$56,941	\$59,076
	2	\$58,323	\$60,510
	3	\$59,705	\$61,944
TGO – 5	1	\$61,745	\$64,060
	2	\$63,638	\$66,024
	3	\$65,532	\$67,989

Incorporating 3.5% increase, Incorporating .5%

ACTIVITY SCHEDULE

SCHEDULE 2

FORESTRYSA ACTIVITIES SCHEDULE

TYPICAL ACTIVITIES ASSOCIATED	EXPECTED WORK OUTCOME
WITH LEVELS IN FORESTRYSA	
OPERATIONS	

Temporary employees on seasonal work including fire season.	Labour intensive. Instruction given by verbal, written or diagrammatic means. Work performed in small group situations under direct instruction of a more experience employee
Basic pine nursery operations that may include sowing, cutting preparation, fertilising, weeding, watering, lifting, sorting and packaging.	Under direct verbal, written or diagrammatic instruction use proper care in sowing, setting, weeding, fertilising, lifting, sorting and packaging of nursery stock. Place and relocate irrigation as directed.
Incidental driving of motor vehicles.	Drive in a safe and responsible manner within situations of minimum risk (i.e. terrain weather and application).
Manual planting of seedlings (e.g. by dibber or spade).	Under direct verbal, written or diagrammatic instruction correctly handle, plant and space as per the <i>Plantation Forestry Manual</i> Chapter 2.
Manual pruning of plantations (e.g. by shears, handsaws and axes).	Under direct verbal, written or diagrammatic instruction correctly prune as per the <i>Plantation Forestry Manual</i> Chapter 5.
Manual dry fertiliser application (e.g. knapsack, bucket).	Under direct verbal, written or diagrammatic instruction correct handling, quantity and placement as per the <i>Plantation Forestry Manual</i> Chapter 4.
Straightening of young wind blown trees (e.g. using stakes or earth sods, etc).	Under direct verbal, written or diagrammatic instruction ensure minimal damage to stem or roots and that the tree is sufficiently stabilised that it grows in an upright position
Basic labouring duties at work sites and depots, including clearing of rubbish, washing windows, sweeping floors and paths, washing vehicles, lawn mowing, lighting heaps, cleaning of culverts, open drains and various maintenance and construction tasks.	Under direct verbal, written or diagrammatic instruction ensuring that task is completed to appropriate standards.
Manual competition control (e.g. axes or pruners).	Under direct verbal, written or diagrammatic instruction remove unwanted plants.

CONSTRUCTION/MAIN	ITENANCE WORKER LEVEL 2
Manual chemical spraying as prescribed under direction (e.g. hand line, knapsack).	Under general direction ensure that work is done safely and in correct manner ensuring no spillage or off target drift. Understand Material Safety Data Sheet (MSDS).
General nursery and forest maintenance and construction duties (e.g. fencing, minor repairs, tracks and walking trails).	Under general direction ensure that the task is completed directed to appropriate standards.

Elementary Machinery Operations.	Under general direction day to day operation and maintenance of machinery engaged in basic protection, establishment and tending operations which includes break ploughing, fence removal, slashing (mounted), ripping firebreaks, chopper rolling and driving freight vehicles. Will at times require the preparation and maintenance of records and an understanding and ability to apply quality control techniques in all tasks.
Fire Tower Operation.	Under general direction exercise judgement and initiative in identification, interpretation and reporting of possible smoke sightings. Includes the monitoring of weather conditions, recording of associated data and use of radio network.
Use and routine maintenance of brush cutters.	As per training (certification required).

Ongoing maintenance and care of nursery stock. Care of cutting pans, seed pans and plant beds.	Under limited direction use correct equipment, materials and procedures and undertake work to required standard. Will require the preparation and maintenance of records and an understanding and ability to apply quality control techniques in all tasks.
Routine maintenance and use of chainsaws for felling	Requires LITA Chainsaw Maintenance and User Course.
Measurement of logs <u>including</u> electronic data entry.	Under general direction ensure accuracy of measurement and recording of log class or weight. Make sure other required details are recorded. Raise any issues associated log quality, log lengths, slovens & split logs to the attention of management. Assist in the provision of on the job training.
Specialised Machinery Operations.	Under limited direction day to day operation and maintenance of machinery engaged in specialised protection, establishment and tending operations which includes bedding plough, slasher (trailed), bracke plough, fireline construction, tanker, windrowing, stoking and re- heaping, chaining, fertiliser application, line marking, materials handling, and ripping plantation rows. Will require the preparation and maintenance of records and an understanding and ability to apply quality control techniques in all tasks.
Selection and marking of trees for silvicultural operations.	Implementation of thinning prescription under general direction.

Use and maintain chainsaws for large tree felling and/or cross cutting.	Felling of trees above 50 cm diameter, includes break maintenance and felling break trees. May include cross cutting of rejected logs within mill log yards to achieve optimum log value in accordance with product specifications. Under limited direction apply the OTG (Optimum
silvicultural operations, including the collection and recording of data.	Thinning Guide) principles as they relate to ForestrySA. At a unit level be able to determine and achieve stocking targets on a consistent basis, interpret cutting plan details, maintain tree marking equipment, record information on maps and data entry. Undertake assessments and records, including standard tree measurements associated with forest inventory data collection.
Chemical spray operation.	Under limited direction ensure that work is done safely and in correct manner ensuring no spillage or off target drift. Ensure correct chemicals are used and mixed correctly as per label and instructions. Understand Material Safety Data Sheet (MSDS). Maintain required records, e.g. amounts of chemical, hours, area treated. Must have understanding of which spray to be used for weed spectrum and be capable of running medium term program with appropriate reporting. Assist and monitor calibration of boom sprays. Adhere to appropriate environmental and ForestrySA guidelines.
Collection, interpretation and recording of data associated with assessments, surveys and investigations and prepare associated reports.	Under broad parameters apply quality control standards, determine appropriate method and equipment, collate data, interpret results and summarise findings in a report. May involve any of the following tasks, e.g. soil surveys, growth plots, establishment monitoring, herbicide efficacy, contractor monitoring, logging residue assessments, assist with Sirex surveys.
Complex Machinery Operations.	Under broad guidelines day to day operation and maintenance of machinery engaged in complex protection, establishment and tending operations which include spraying, low residue heaping, quarry work (rubble raising and quarry rehabilitation), machinery float, nursery sowing, and nursery topping/undercutting. Collection, interpretation and recording of data associated with task.

Controlling of vertebrate pests by using pesticide treated baits, fumigants and physical methods.	Within a specific skilled area under broad parameters apply quality control standards and identify problem areas, program and initiate appropriate eradication action which includes legal aspects such as signage, notification of the public and neighbours, etc. Report on success of program and document usage of baits and fumigants and where placed. Collection, interpretation and recording of data associated with task.
Sophisticated machinery operations.	Under broad guidelines operate sophisticated machinery engaged in the construction of roads, access tracks and firebreaks and their maintenance to environmental requirements and specified standards. Requires the capacity to initiate and interpret sophisticated instructions and procedures relating to the construction of roads and firebreaks. Includes patrol grading (formed and open surfaces). Collection, interpretation and recording of data associated with task.
Coordination of tree marking programs.	Under broad guidelines coordinate tree marking activities within a Region. Includes monitoring the standards of tree markers, training/retraining of tree markers and liaison/reporting to Harvesting and GIS to ensure that work schedules are completed within determined deadlines and appropriate records are documented into appropriate systems.
Use of GIS application programs (ForestrySA identified).	Under broad guidelines digitising information into ArcView and ArcInfo, understanding the technical requirements, plan and develop maps for management purposes. Ability to analyse and extract information from GIS system (non- standard enquiries).
Coordination of assessments, surveys and investigations.	Required to coordinate and monitor fellow employees in the collection, interpretation and recording of data associated with assessments, surveys and investigations and to prepare associated reports.