

# FORESTRYSA ENTERPRISE AGREEMENT 2002

File No. 06523 of 2002

**This Agreement shall come into force on  
and from 9 October 2002 and have a life  
extending until 31 October 2003.**

THE COMMISSION HEREBY APPROVES THIS  
ENTERPRISE AGREEMENT PURSUANT TO  
SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE  
RELATIONS ACT 1994.



DATED THIS 9<sup>th</sup> DAY  
OF OCTOBER 2002

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ENTERPRISE AGREEMENT  
COMMISSIONER



**FORESTRYSA  
(THE SOUTH AUSTRALIAN FORESTRY CORPORATION)**

**ENTERPRISE AGREEMENT**

**FOR THE PERIOD 9 OCTOBER 2002 TO 31<sup>st</sup> OCTOBER 2003**

**BETWEEN**

**FORESTRYSA**

**AND**

**EMPLOYEES OF FORESTRYSA**

**AND**

**THE COMMUNITY AND PUBLIC SECTOR (CPSU), SPSF GROUP SA BRANCH,  
PUBLIC SERVICE ASSOCIATION OF SOUTH AUSTRALIA INC**

**AND**

**THE AUSTRALIAN WORKERS UNION**

**AND**

**THE CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION**

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<b>CLAUSE 1. TITLE OF AGREEMENT</b>
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This Agreement shall be called the ForestrySA Enterprise Agreement 2002.

<b>CLAUSE 2. TABLE OF CONTENTS</b>
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**CLAUSE 3. PARTIES BOUND**

This Agreement is made pursuant to Section 79 of the Industrial and Employee Relations Act, 1994, on this 9<sup>th</sup> day of October 2002. 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 contract which either specifies a salary at or above Executive Officer Level 1, or provides for a review of salary, and
- Trainees employed by ForestrySA

**CLAUSE 4. SA PUBLIC SECTOR AWARDS**

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**

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**

There will be no forced redundancies from ForestrySA of employees bound by this Agreement up to and including 31 October 2003.

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 South Australian Government Wages Parity Enterprise Agreement 2001) will be followed by the parties up to and including 31 October 2003.

## **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 31 October 2003.
- 7.2 The parties to this agreement will commence negotiations of the new agreement no later than 3 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 Workforce Development 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.

The Corporate and Group Business Plans identify 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**

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 and implementation of Integrated Management Systems, including the adoption of international/national standards relating to Quality (ISO 9002), the Environment (ISO 14001) and occupational health and safety (AS/NZS 4801 and 4804).

#### **CLAUSE 11. TERMS AND CONDITIONS OF EMPLOYMENT**

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 ForestrySA specific conditions.

#### **CLAUSE 12. CLASSIFICATION OF WEEKLY PAID EMPLOYEES**

12.1 During the life of the Agreement, ForestrySA will undertake a review of the classification of weekly paid employees having regard to the work level definitions in the South Australian Government Civil Construction and Maintenance Award (the Award) and the agreed activity schedules.

12.2 A Working Party shall be established to negotiate the appropriate classification level of each task identified in the Activities Schedule.

12.3 The Working Party shall consist of two ForestrySA nominees and two representatives nominated and endorsed by the AWU and the CFMEU membership who will meet with each of the following weekly paid work groups:-

- Glencoe
- Mount Burr
- Mount Gambier (Forest)
- Mount Gambier (Measuring/Roading)
- Penola
- Mount Crawford
- Southern Hills (Kuitpo)
- Wirrabara

Prior to each of these meetings, employees will be allowed ½ of an hour of paid time to discuss matters related to the meeting with their union/employee representative.

12.4 The Working Party may decide to revisit a work site or clarify issues with employees as required.

12.5 The above process does not preclude the attendance of appropriate union officials at Working Party meetings

12.6 The Working Party, in fulfilling its duties, will do so with all proper haste, and shall be provided with appropriate support and resources by ForestrySA.

12.7 Prior to the SBC endorsing any agreement on the Activities Schedule, the members of the Single Bargaining Unit (SBU) will consult with their members concerning the draft Activity Schedule.

12.8 The SBC will be the body which will endorse any agreement on the outcomes of the efforts of the Working Party.

12.9.1 The review will take place according to the following procedure and timelines (where applicable):-

12.9.2 A draft Activities Schedule will be provided by ForestrySA to the Working Party within 14 days of approval of this Agreement by the Industrial Relations Commission of South Australia (the IRCSA).

12.9.3 The draft Activities Schedule provided to the Working Party shall contain a description of all work activities undertaken by weekly paid employees, together with ForestrySA's current assessment of the appropriate award level classification for each activity.

12.9.4 The Working Party shall develop a recommended position with respect to the draft Activities Schedule. The position shall be presented to the SBC within ten weeks of the approval of the Agreement in the IRCSA.

12.9.5 Subject to 12.7, the SBC shall consider the Working Party's draft Activity Schedule with a view to reaching agreement and endorsing the Schedule as soon as possible.

- 12.9.6 Immediately upon the Working Party commencing its work with respect to the Activities Schedule, ForestrySA, in consultation with its employees, will develop Position Descriptions for all work performed by weekly paid employees.
- 12.9.7 Once the Activities Schedule has been endorsed at the SBC, the parties will seek a variation of this Agreement to incorporate the Schedule as an Appendix to the Agreement.
- 12.9.8 On variation to this Agreement being approved 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 6 weeks from the variation of this Agreement in the IRCSA to include the Activities Schedule.
- 12.10 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.
- 12.11.1 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 a committee established for this purpose. The committee will consist of an employee representative, a ForestrySA management representative and an independent Chairperson agreed by the relevant unions and ForestrySA.
- 12.11.2 The ForestrySA personnel determining the employee's initial classification review will not be eligible for membership of the review committee.
- 12.11.3 A classification determination of the review committee will be effective as prescribed in clause 12.9.8.
- 12.11.4 ForestrySA shall bear the costs of and provide administrative support to the review committee.
- 12.11.5 All 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**

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. Initially the standards to be maintained or achieved are Total Quality Management Systems certified to ISO 9002, Environmental Management Systems certified to ISO 14001, and OHS&W Systems certified to AS/NZS 4801. These standards may be incorporated into an Integrated Management System or an Australian Forestry Standard during the term of this Agreement.



- 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 SETTLEMENT PROCEDURES**

- 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, and 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 Premier and Cabinet, 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.

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

15.7 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.

## **CLAUSE 17. PARTICULAR ARRANGEMENTS**

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

### **17.1 Allowances**

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.

### **17.2 Fire Protection and Flexitime**

The parties agree to adhere to the improvements obtained in previous Enterprise Agreements relating to fire protection and flexitime.

### **17.3 On-call/Recall**

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.

#### **17.3.1 On-Call Allowances**

17.3.1(a) 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:

- \$10.80 on and from the date of approval of this Agreement;
- \$11.20 on and from 1 October 2002; and
- \$11.70 on and from 1 October 2003.

17.3.1(b) 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:

- \$21.50 on and from date of approval of this Agreement;
- \$22.40 on and from 1 October 2002; and
- \$23.30 on and from 1 October 2003.

#### **17.3.2 On-Call Conditions**

- (a) 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.
- (b) 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.

- (c) Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- (d) 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.

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

- (a) Subject to paragraph (c) below, employees bound by this Agreement, regardless of classification and salary level (but less than executive level or equivalent), 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.
- (b) Subject to paragraph (c) below, employees bound by this Agreement, regardless of classification and salary level (but less than executive level or equivalent), 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.
- (c) The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in paragraphs (a) and (b), 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 increment of ASO-5.
- (d) 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.
- (e) 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).

## 17.4 Reclassification Date

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 lodgement.

## 17.5 "TOIL" Entitlements

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:

17.5.1 Cannot lose that entitlement;

17.5.2 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.

## 17.6 Minimum Hours of Engagement

17.6.1 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.

17.6.2 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.

17.6.3 Nothing in this clause affects the operation of Clause 17.3, 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**

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**

### **20.1 Voluntary Flexible Working Arrangements (“VFWA”)**

20.1.1 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.

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.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

## **20.2 Paid Maternity Leave and Paid Adoption Leave**

- 20.2.1 An employee who is granted maternity leave or adoption leave that commences on or after the date of approval by the IRCSA of this Agreement will be entitled to the provisions of this clause.
- 20.2.2 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, is entitled to four weeks paid maternity leave.
- 20.2.3 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 four weeks paid adoption leave.
- 20.2.4 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/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 four 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.
  - (c) 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).
  - (d) 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.

## **20.3 Return to Work on a Part Time Basis**

- 20.3.1 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.
- 20.3.2 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 second 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.

## **20.4 Family Carer's Leave**

20.4.1 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:

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

20.4.2 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.

## **20.5 Reimbursement of Reasonable Child Care Costs**

20.5.1 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:

- (a) The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- (b) 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.
- (c) The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- (d) 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.
- (e) 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.

20.5.2 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.

## **20.6 Reimbursement of Reasonable Travel Costs**

20.6.1 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:

- (a) 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.
- (b) The employee ordinarily uses public transport.
- (c) Travel is by the most direct or appropriate route.
- (d) 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.

20.6.2 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").

21.2.1 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.

21.2.2 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.

- 21.2.3 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 (including a relevant Award).
- 21.2.4 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").
- 21.2.5 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.
- 21.3 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.
- 21.4 All Workplace Flexibility Agreement will be subject to review by the parties during the re-negotiation 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:
- 4% increase effective 1 October 2002; and
  - 4% increase effective 1 October 2003.
- 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 The parties acknowledge that the adult wage rates and salaries detailed in Schedule 1: Wages and Salaries include the following agreed minimum wage/salary adjustment applicable to the base wage/salary of the classifications in that Appendix:
- \$1221 per annum (\$23.40 per week) on and from 1 October 2002; and
  - \$1268 per annum (\$24.30 per week) on and from 1 October 2003.

.....  
Chief Executive, South Australian  
Forestry Corporation

.....  
Witness

.....  
Australian Workers' Union – Greater  
South Australian Branch

.....  
Witness

.....  
Community and Public Sector Union  
(CPSU), SPSF Group SA Branch,  
Public Service Association of South  
Australia Inc

.....  
Witness

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

.....  
Witness

.....  
Employee Representative

.....  
Witness

.....  
Employee Representative

.....  
Witness

## SALARY RATES

The following salaries will operate on and from the following dates:

## CLASSIFICATION

ADMINISTRATIVE SERVICES STREAM	STEP	1/10/01	1/10/02	1/10/03
ASO - 1	17 years & under	\$16202	\$16959	\$17746
	18 years	\$18816	\$19695	\$20608
	19 years	\$21429	\$22430	\$23470
	20 years	\$24042	\$25166	\$26332
	1 <sup>st</sup> year adult	\$26133	\$27354	\$28622
	2 <sup>nd</sup> year adult	\$26860	\$28081	\$29349
	3 <sup>rd</sup> year adult	\$27656	\$28877	\$30145
	4 <sup>th</sup> year adult	\$28383	\$29604	\$30872
	5 <sup>th</sup> year adult	\$29111	\$30332	\$31600
	6 <sup>th</sup> year adult	\$29903	\$31124	\$32392
ASO - 2	1	\$31843	\$33117	\$34442
	2	\$33156	\$34482	\$35861
	3	\$34466	\$35845	\$37279
ASO - 3	1	\$37086	\$38569	\$40112
	2	\$38397	\$39933	\$41530
	3	\$39708	\$41296	\$42948
ASO - 4	1	\$42589	\$44293	\$46065
	2	\$43572	\$45315	\$47128
	3	\$44556	\$46338	\$48192
ASO - 5	1	\$47497	\$49397	\$51373
	2	\$49314	\$51287	\$53338
	3	\$51261	\$53311	\$55443
	4	\$53206	\$55334	\$57547
ASO - 6	1	\$55023	\$57224	\$59513
	2	\$56711	\$58979	\$61338
	3	\$58398	\$60734	\$63163
ASO - 7	1	\$61033	\$63474	\$66013
	2	\$62811	\$65323	\$67936
	3	\$64498	\$67078	\$69761
	4	\$66249	\$68899	\$71655
ASO - 8	1	\$68780	\$71531	\$74392
	2	\$70142	\$72948	\$75866
	3	\$71505	\$74365	\$77340

<b>ADMINISTRATIVE SERVICES STREAM</b>	<b>STEP</b>	<b>1/10/01</b>	<b>1/10/02</b>	<b>1/10/03</b>
MAS – 1	1	\$59697	\$62085	\$64568
MAS – 2	1	\$67547	\$70249	\$73059
MAS – 3	1	\$72804	\$75716	\$78745

**CLASSIFICATION**

<b>OPERATIONAL SERVICES STREAM</b>	<b>STEP</b>	<b>1/10/01</b>	<b>1/10/02</b>	<b>1/10/03</b>
OPS - 1	17 years & under	\$15833	\$16590	\$17376
	18 years	\$18387	\$19266	\$20179
	19 years	\$20940	\$21942	\$22981
	20 years	\$23494	\$24617	\$25784
	1 <sup>st</sup> year adult	\$25537	\$26758	\$28026
	2 <sup>nd</sup> year adult	\$26860	\$28081	\$29349
	3 <sup>rd</sup> year adult	\$27656	\$28877	\$30145
	4 <sup>th</sup> year adult	\$28383	\$29604	\$30872
	5 <sup>th</sup> year adult	\$29111	\$30332	\$31600
	6 <sup>th</sup> year adult	\$29903	\$31124	\$32392
OPS - 2	1	\$31843	\$33117	\$34442
	2	\$33156	\$34482	\$35861
	3	\$34466	\$35845	\$37279
OPS - 3	1	\$37086	\$38569	\$40112
	2	\$38397	\$39933	\$41530
	3	\$39708	\$41296	\$42948
OPS - 4	1	\$42589	\$44293	\$46065
	2	\$43572	\$45315	\$47128
	3	\$44556	\$46338	\$48192
OPS - 5	1	\$45680	\$47507	\$49407
	2	\$47173	\$49060	\$51022
	3	\$48665	\$50612	\$52636
OPS - 6	1	\$50352	\$52366	\$54461
	2	\$51781	\$53852	\$56006
	3	\$53206	\$55334	\$57547
OPS - 7	1	\$55023	\$57224	\$59513
	2	\$56711	\$58979	\$61338
	3	\$58398	\$60734	\$63163

**CLASSIFICATION**

<b>PROFESSIONAL SERVICES STREAM</b>	<b>STEP</b>	<b>1/10/01</b>	<b>1/10/02</b>	<b>1/10/03</b>
PSO - 1	1	\$34727	\$36116	\$37561
	2	\$36168	\$37615	\$39120
	3	\$38266	\$39797	\$41389
	4	\$40362	\$41976	\$43655
	5	\$42460	\$44158	\$45924
	6	\$44556	\$46338	\$48192
PSO - 2	1	\$47497	\$49397	\$51373
	2	\$49314	\$51287	\$53338
	3	\$51261	\$53311	\$55443
	4	\$53206	\$55334	\$57547
PSO - 3	1	\$55023	\$57224	\$59513
	2	\$56711	\$58979	\$61338
	3	\$58398	\$60734	\$63163
PSO - 4	1	\$61033	\$63474	\$66013
	2	\$62811	\$65323	\$67936
	3	\$64498	\$67078	\$69761
	4	\$66249	\$68899	\$71655
PSO - 5	1	\$68780	\$71531	\$74392
	2	\$70142	\$72948	\$75866
	3	\$71505	\$74365	\$77340
MPS - 1	1	\$59697	\$62085	\$64568
MPS - 2	1	\$67547	\$70249	\$73059
MPS - 3	1	\$72804	\$75716	\$78745

## CLASSIFICATION

TECHNICAL SERVICES STREAM	STEP	1/10/01	1/10/02	1/10/03
TGO-0	16 years & under	\$13,761	\$14,396	\$15,056
	17 years	\$16,408	\$17,165	\$17,951
	18 years	\$19,054	\$19,933	\$20,846
	19 years	\$21,700	\$22,702	\$23,741
	20 years	\$24,347	\$25,470	\$26,637
	1 <sup>st</sup> year adult	\$26,464	\$27,685	\$28,953
	2 <sup>nd</sup> year adult	\$27,337	\$28,558	\$29,826
	3 <sup>rd</sup> year adult	\$28,329	\$29,550	\$30,818
	4 <sup>th</sup> year adult	\$29,309	\$30,530	\$31,798
	5 <sup>th</sup> year adult	\$30,272	\$31,493	\$32,761
	6 <sup>th</sup> year adult	\$31,122	\$32,367	\$33,662
	7 <sup>th</sup> year adult	\$32,145	\$33,431	\$34,768
	8 <sup>th</sup> year adult	\$33,180	\$34,507	\$35,887
9 <sup>th</sup> year adult	\$34,217	\$35,586	\$37,009	
TGO-1	18 years	\$26,337	\$27,399	\$28,502
	19 years	\$27,548	\$28,659	\$29,813
	20 years	\$28,758	\$29,918	\$31,123
	1 <sup>st</sup> year adult	\$30,272	\$31,493	\$32,761
	2 <sup>nd</sup> year adult	\$31,122	\$32,367	\$33,662
	3 <sup>rd</sup> year adult	\$32,145	\$33,431	\$34,768
	4 <sup>th</sup> year adult	\$33,180	\$34,507	\$35,887
	5 <sup>th</sup> year adult	\$34,217	\$35,586	\$37,009
	6 <sup>th</sup> year adult	\$35,252	\$36,662	\$38,128
	7 <sup>th</sup> year adult	\$36,301	\$37,753	\$39,263
	8 <sup>th</sup> year adult	\$37,480	\$38,979	\$40,538
	9 <sup>th</sup> year adult	\$38,527	\$40,068	\$41,671
	TGO-2	1	\$41,805	\$43,477
2		\$43,180	\$44,907	\$46,703
3		\$44,556	\$46,338	\$48,192
TGO-3	1	\$46,718	\$48,587	\$50,530
	2	\$48,015	\$49,936	\$51,933
	3	\$49,314	\$51,287	\$53,338
TGO-4	1	\$50,742	\$52,772	\$54,883
	2	\$51,974	\$54,053	\$56,215
	3	\$53,206	\$55,334	\$57,547
TGO-5	1	\$55,023	\$57,224	\$59,513
	2	\$56,711	\$58,979	\$61,338
	3	\$58,398	\$60,734	\$63,163



## WAGE RATES

The following wage rates will operate on and from the following dates:

CLASSIFN SA Civil Const & Maint Awd	1/10/01			1/10/02			1/10/03		
	Base Pw \$	Allow \$	Total \$	Base Pw \$	Allow \$	Total \$	Base Pw \$	Allow \$	Total \$
Trainee	463.20	17.80	481.00	486.60	18.50	505.10	510.90	19.20	539.10
Level 1									
1 <sup>st</sup> inc.	482.90	17.80	500.70	506.30	18.50	524.80	530.60	19.20	549.80
2 <sup>nd</sup> inc.	492.90	18.10	511.00	516.30	18.80	535.10	540.60	19.60	560.20
3 <sup>rd</sup> inc.	502.80	17.80	520.60	526.20	18.50	544.70	550.50	19.20	569.70
Level 2									
1 <sup>st</sup> inc.	512.70	18.10	530.80	536.10	18.80	554.90	560.40	19.60	580.00
2 <sup>nd</sup> inc.	522.60	17.90	540.50	546.00	18.60	564.60	570.30	19.30	589.60
Level 3									
1 <sup>st</sup> inc.	532.60	18.00	550.60	556.00	18.70	574.70	580.30	19.40	599.70
2 <sup>nd</sup> inc.	542.70	18.50	561.20	566.10	19.20	585.30	590.40	20.00	610.40
Level 4									
1 <sup>st</sup> inc.	552.30	18.10	570.40	575.70	18.80	594.50	600.00	19.60	619.60
2 <sup>nd</sup> inc.	562.40	18.60	581.00	585.80	19.30	605.10	610.10	20.10	630.20
Level 5									
1 <sup>st</sup> inc.	574.90	18.50	593.40	598.30	19.20	617.50	622.60	20.00	642.60
2 <sup>nd</sup> inc.	584.90	18.30	603.20	608.30	19.00	627.30	632.60	19.80	652.40
Level 6									
1 <sup>st</sup> inc.	597.80	18.30	616.10	621.70	19.00	640.70	646.60	19.80	666.40
2 <sup>nd</sup> inc.	608.20	18.40	626.60	632.50	19.10	651.60	657.80	19.90	677.70
Level 7									
1 <sup>st</sup> inc.	626.40	18.50	644.90	651.50	19.20	670.70	677.60	20.00	697.60
2 <sup>nd</sup> inc.	637.20	18.60	655.80	662.70	19.30	682.00	689.20	20.10	709.30