

# **LAND MANAGEMENT CORPORATION (SALARIED) ENTERPRISE AGREEMENT 2010**

**File No. 01785 of 2010**

**This Agreement shall come into force  
on and from 8 May 2010 and have a  
life extending until 30 June 2012.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT  
PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 08 MAY 2010.

A handwritten signature in black ink, appearing to be "B. Long", is written over a horizontal line.

COMMISSION MEMBER



**Land Management Corporation  
(SALARIED)  
ENTERPRISE AGREEMENT 2010**



**Government of  
South Australia**

**lmc**

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## **1. ENTERPRISE AGREEMENT**

- 1.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the “Land Management Corporation (Salaried) Enterprise Agreement 2010”.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.1 The term of this Enterprise Agreement shall be from the date of approval by the Industrial Relations Commission of South Australia until 30 June 2012.
- 1.2 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment (CPE) PSM Act Standards, Directions, Circulars, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer parties undertake to, wherever possible, keep relevant employees informed of these issues.

## **2. OBJECTS AND COMMITMENTS**

- 2.1 The objects of this Enterprise Agreement are to:
  - 2.1.1 Enable the Land Management Corporation (LMC) and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers;
  - 2.1.2 Effect wages parity and increases in accordance with this Enterprise Agreement for salaried employees bound by this Enterprise Agreement and employed in positions classified at the same level;
  - 2.1.3 Support South Australia’s Strategic Plan and the achievement of government and LMC objectives;
  - 2.1.4 Advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
  - 2.1.5 Support workforce flexibility, mobility, development and performance;
  - 2.1.6 Acknowledge the extension of operation of the Memorandum of Understanding (MOU) for the life of this Enterprise Agreement;
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
  - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
  - 2.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
  - 2.2.3 Consultation in the development and implementation of public sector and LMC based reform and change programs;
  - 2.2.4 Employment security for employees bound by this Enterprise Agreement for the life of this Enterprise Agreement;
  - 2.2.5 Obtaining the approval of the Industrial Relations Commission of South Australia to this Enterprise Agreement; and
  - 2.2.6 Existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Workplace Flexibility Agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the Commission.

### 3. INTERPRETATION

3.1 In this Enterprise Agreement, unless the contrary intention appears:

"Act"	Means the <i>Fair Work Act 1994</i> ;
"approval"	Means approval by the Industrial Relations Commission of South Australia;
"association"	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
"CE, DPC"	Means the Chief Executive of the Department of the Premier and Cabinet, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
"Chief Executive"	Means the person who is the principal administrative officer within the Land Management Corporation, or delegate thereof;
"Commission"	Means the Industrial Relations Commission of South Australia;
"Commissioner's Standard"	Means a Standard made, varied or substituted for by the CPE under the <i>Public Sector Management Act 1995</i> , and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPE after the commencement of the <i>Public Sector Act 2009</i> ;
"CPE"	Means the Commissioner for Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment, and will be read as the Commissioner for Public Sector Employment following the commencement of the <i>Public Sector Act 2009</i> ;
"employer"	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
"employee"	Means an employee bound by this Enterprise Agreement;
"employee representative"	Includes an association, as defined above;
"LMC"	Land Management Corporation
"1996 Memorandum Of Understanding" and "MOU"	Means the document entitled "Memorandum Of Understanding" made as between the Government and public sector unions (including the associations) on 20 December 1996;
"party"	Means the persons, entities and associations referred to in clause 4;
"this Enterprise Agreement"	Means Land Management Corporation (Salaried) Enterprise Agreement 2010;
"Voluntary Flexible Working Arrangement" and "VFWA"	Means a working arrangement of a type dealt with in Commissioner's Standard 3.1 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 Public Service (Recreation Leave Loading) Award;
  - 3.2.2 S.A. Public Sector Salaried Employees Interim Award;
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award or agreement referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 2 Workplace Flexibility Agreements:
- 3.6.1 In interpreting or applying a clause in Appendix 2, regard may be had, in the event of ambiguity or uncertainty, to the context within which the clause appeared in the relevant superseded Enterprise Agreement or was agreed (respectively); and
- 3.7 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 3.8 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to. For example, a reference to the *Public Sector Management Act 1995* will be read as a reference to the *Public Sector Act 2009* following its commencement.
- 3.9 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

#### **4. PARTIES BOUND**

- 4.1 Subject to this clause, this Enterprise Agreement is binding upon the following employer or their successors within Government, associations and employees (including employee agents):
- 4.1.1 Chief Executive of the Land Management Corporation;
  - 4.1.2 Chief Executive of the Department of the Premier and Cabinet (CE, DPC) in respect of salaried public employees employed in LMC and who have a classification specified within Appendix 1: Salary Schedule;
  - 4.1.3 Community and Public Sector Union (CPSU), SPSF Group SA Branch, and Public Service Association of South Australia Inc. (PSA);
  - 4.1.4 Salaried public sector employees employed by Land Management Corporation who have a classification specified within Appendix 1: Salary Schedule; and
  - 4.1.5 An employee agent that is a signatory.
- 4.2 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
- 4.2.1 As Chief Executive of the Land Management Corporation (except that this Enterprise Agreement shall be binding on the CE, DPC in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
  - 4.2.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1 (unless the employee is employed in a position that has a classification specified in Appendix 1: Salary Schedule);
  - 4.2.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
  - 4.2.4 As Trainees who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;

## **5. OTHER ENTERPRISE AGREEMENTS**

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements and administrative agreements that applied to some or all of the employees bound by this Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.

## **6. SALARY AND WAGE ADJUSTMENTS**

- 6.1 This clause refers to the salary schedule appearing in Appendix 1: Salary Schedule.
- 6.2 Except as provided by this clause, the salaries payable to employees are those detailed in Appendix 1: Salary Schedule which provides for salaries which will operate from the first pay period to commence on or after the dates specified (the “applicable date”), namely:
- 1 October 2009; and
  - 1 October 2010; and
  - 1 October 2011 respectively.
- 6.3 The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Enterprise Agreement.
- 6.4 This sub-clause applies to “pegged employees”. A “pegged employee” is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee’s classification or position.
- 6.4.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee’s classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
- 6.4.2 Once the rate of pay for a pegged employee’s classification equals or exceeds the employee’s pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.
- 6.5 Where applicable, a reference in Appendix 1: Salary Schedule to date of approval will be taken to mean the first pay period to commence on or after the date on which the Commission approves this Enterprise Agreement.

## **7. ONE-OFF PAYMENT**

- 7.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Commission.
- 7.2 The one-off payment will:
- 7.2.1 Be adjusted on a pro rata basis for part time employees and the point in time to be used for determining a pro rata amount will be the date of application to the Commission; and
  - 7.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal Land Management Corporation practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 7.3 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

## **8. SALARY PACKAGING ARRANGEMENTS**

- 8.1 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 the employer and the employee which enables salary packaging arrangements to be put in place.

- 8.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
- 8.1.2 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.
- 8.1.3 Where, on cessation of employment, the employer 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 employer party to this Enterprise Agreement 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.

## **9. MEMORANDUM OF UNDERSTANDING**

- 9.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the Government and associations that are signatories to the 1996 Memorandum of Understanding (MOU) each hereby acknowledge their recommitment to that MOU to the following effect:
  - 9.1.1 The operation of that MOU will be extended for the life of this Enterprise Agreement, but only in relation to the persons, entities and associations referred to in clause 4 hereof;
  - 9.1.2 There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended; and
  - 9.1.3 The terms of the MOU do not form part of this Enterprise Agreement.
- 9.2 For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

## **10. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

- 10.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
  - 10.1.1 LMC will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
  - 10.1.2 The Chief Executive will consider an employee's request to participate in a VFWA having regard both to the operational needs of LMC or particular workplace, and the employee's circumstances.
  - 10.1.3 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 Enterprise 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 employer 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 employer party to this Enterprise Agreement 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 be adjusted accordingly.

#### **PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE**

10.2 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on 22 December 2009.

- 10.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after 22 December 2009 (the “applicable maximum period”).
- 10.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks on or after [INSERT DATE – twelve (12) months after approval of this Enterprise Agreement] (the “applicable maximum period”).
- 10.2.3 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 the applicable maximum period, paid at the employee’s ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption 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.
- 10.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
  - a) To take the paid leave in 2 periods split into equal proportions 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, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
  - c) A combination of (a) and (b).
- 10.2.5 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).
- 10.2.6 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.
- 10.2.7 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of LMC.
- 10.2.8 The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth’s Paid Parental Leave scheme.

## **RETURN TO WORK ON A PART TIME BASIS**

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

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

- a) 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.
- b) 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.
- c) 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**

10.4 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

10.4.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.

10.4.2 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.

10.4.3 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**

10.5 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, LMC will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

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

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

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

10.5.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the CPE or the employee's agency.

10.5.5 The employee will provide LMC 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.

- 10.5.6 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, for which less than 24 hours prior notice is given.

#### **REIMBURSEMENT OF REASONABLE TRAVEL COSTS**

- 10.6 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.
- 10.6.1 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.
- 10.6.2 The employee ordinarily uses public transport.
- 10.6.3 Travel is by the most direct or appropriate route.
- 10.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPE.
- 10.6.5 The employee will provide LMC with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

#### **11. OVERTIME SALARY**

- 11.1 Subject to this clause, a reference in clause 6.1.3 of the S.A. Public Sector Salaried Employees Interim Award (SAPSSEI Award) to a maximum salary of a classification shall be taken to be a reference to a maximum salary of a classification as provided in this clause.
- 11.1.1 For the purposes of clause 6.1.3 of the SAPSSEI Award, the maximum salary in relation to the payment for overtime for an employee or position that has an ASO classification is the top increment of ASO6.

#### **12. ON-CALL/RECALL**

- 12.1 The provisions relating to on-call and recall, which are prescribed in the awards, etc. listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.
- 12.2 On-Call Allowances
- 12.2.1 Employees bound by this Enterprise Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
- a) \$25.70 from the first pay period to commence on or after 1 October 2009;
  - b) \$26.30 from the first pay period to commence on or after 1 October 2010; and
  - c) \$27.00 from the first pay period to commence on or after 1 October 2011.
- 12.2.2 Employees bound by this Enterprise 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:
- a) \$44.95 from the first pay period to commence on or after 1 October 2009;
  - b) \$46.10 from the first pay period to commence on or after 1 October 2010; and
  - c) \$47.20 from the first pay period to commence on or after 1 October 2011.
- 12.3 On-Call Conditions
- 12.3.1 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 it.
- 12.3.2 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.

- 12.3.3 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 12.3.4 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- 12.3.5 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, Commissioner's Standards and other manuals of conditions of employment, etc. covering the employees bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

#### 12.4 Recall to Work

- 12.4.1 Subject to 12.4.3 below, employees bound by this Enterprise 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.
- 12.4.2 Subject to 12.4.3 below, employees bound by this Enterprise 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.
- 12.4.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 12.4.1 and 12.4.2 is in accordance with Clause 11 Overtime Salary.
- 12.4.4 Despite the provisions of 12.4.3, the CPE may determine special arrangements 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.
- 12.4.5 All employees who travel to work as a result of receiving a recall to work will be:
  - a) Reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
  - b) Permitted to use a taxi at the employer's expense to travel to and from the workplace; or
  - c) Permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

### 13. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 13.1 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.
- 13.2 LMC will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
  - a) Improve workplace health and safety;
  - b) Improve return to work performance; and
  - c) Reduce human and workplace costs of injury or illness.
- 13.3 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
  - Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
  - Supporting and engendering a safety culture within LMC that promotes the adoption of safe work practices.

- Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.
- Introduction and maintenance of monitoring and reporting systems.
- Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
- A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
- Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
- Achieving improved outcomes from preventative, rehabilitation and return to work strategies.

13.4 In establishing and maintaining a safe and healthy work environment, LMC will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

#### **14. TRAINING AND DEVELOPMENT**

- 14.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).
- 14.2 The parties acknowledge that value is created for employees, LMC, and the public by building employee capability and by investing in the development of skills and capabilities that will support a continually changing public sector environment, career opportunities, flexibility and responsiveness to client and agency needs and the reputation of the public sector as an employer of choice.
- 14.3 The parties acknowledge that LMC will continue to implement the principles contained in the Guideline for Planned Human Resource Development and the Guideline for Individual Performance Development issued by the CPE (or other such guidelines as may be issued by LMC).
- 14.4 Mobility and Secondments
- 14.4.1 The parties acknowledge the potential development opportunities for:
- a) Employees being able to undertake temporary positions at their substantive or higher remuneration level; and
  - b) Existing employees of LMC to fill a vacancy on a temporary or ongoing basis as a learning or development opportunity.

#### **15. WORKPLACE FLEXIBILITY**

- 15.1 The parties agree that LMC 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).
- 15.2 This clause applies to a proposal by LMC or employee/s within a workplace to negotiate and agree flexible employment arrangements to operate within a workplace (a “Workplace Flexibility Proposal”).
- 15.2.1 Where LMC or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Chief Executive 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. LMC will provide such information to such employee representative/s party to this Enterprise 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 Enterprise Agreement.
- 15.2.2 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 and whether the Proposal has policy implications across agencies in the public sector. Where such policy implications arise, the affected employee/s, or relevant employee representative/s party to this Enterprise Agreement, may refer the Proposal to the CPE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.

- 15.2.3 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 Enterprise Agreement (including a relevant Award) provided that this requirement will be deemed to be met where LMC and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.
- 15.2.4 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 Enterprise Agreement (a "Workplace Flexibility Agreement").
- 15.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 2 Workplace Flexibility Agreements to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement and will operate only in respect of LMC and the workplace specified within the schedule.

## **16. RECLASSIFICATION DATE**

- 16.1 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 (3) calendar months from the date of lodgement.

## **17. TOIL AND FLEXI-TIME ACCRUALS**

- 17.1 An employee who accrues:
  - 17.1.1 Time off in lieu (TOIL) in accordance with the applicable Award or this Agreement; or
  - 17.1.2 Flexi-time with the approval of management to meet workload demands,
    - a) Cannot lose that entitlement; and
    - b) Must take the entitlement in accordance with the following:
      - (i) At a time agreed with the employer within 3 months of accrual; or
      - (ii) With the agreement of the employer, may accrue up to 10 days TOIL or 10 days of such flexi-time in a financial year before being subject to a direction to take the time; or
      - (iii) At a time directed by the employer 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 10 days TOIL or 10 days of such flexi-time.
- 17.2 Where an employee has been permitted to accrue TOIL or such flexi-time in excess of 10 days, the employee may apply to the employer to convert such TOIL or flexi-time (as applicable) into a payment at their ordinary rate of pay.

## **18. MINIMUM HOURS OF ENGAGEMENT**

- 18.1 During the life of this Enterprise Agreement, a casual employee will be engaged for a minimum period of three (3) hours, unless otherwise expressly agreed between LMC and the employee.
- 18.2 During the life of this Enterprise Agreement, a part time employee will be engaged for a minimum shift period of three (3) hours, unless otherwise agreed between LMC and the employee.
- 18.3 Nothing in this clause affects the operation of clause 12 On-call/Recall..

## **19. PUBLIC HOLIDAYS**

### **LIMIT ON PUBLIC HOLIDAY WORK**

- 19.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than 7 public holidays in any one calendar year except with the agreement of the employee or in unavoidable circumstances.

### **PUBLIC HOLIDAYS – EMPLOYEES ROSTERED OVER 6 DAYS**

- 19.2 Where a full-time employee is required to work on active duty over 6 days of the week including Saturdays and Sundays and a public holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid an additional day's pay.
- 19.3 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.
- 19.4 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

## **20. MEAL BREAKS**

- 20.1 Subject to this clause, a minimum meal break of 30 minutes per day is to be taken by all employees, which time will not count as part of an employee's ordinary working hours.
- 20.2 No employee will be required to work more than 5 hours without such a break, except where the employee is subject to the following arrangements:
- a) the employee is employed for not more than 6 hours;
  - b) there is a need, or the employee elects, to maintain continuity of active duty, care or service provision;
  - c) the employee is subject to a working arrangement that provides for a crib break; or
  - d) the employee has an arrangement approved by the Chief Executive to accommodate the employee's personal circumstances or a request by the employee for a flexible working arrangement.
- 20.3 Where an employee is required by an authorised person to work without having had, or commenced, a minimum meal break or crib break (as applicable), the employee will be paid an additional 50% of the employee's ordinary hourly rate from the commencement of the sixth hour until the employee is provided with a meal break or crib break (as applicable) or until the completion of the employee's ordinary hours of work for that day or shift. It is not the intention of the parties that this clause or penalty would detract from providing an employee with a break after five hours of work.
- 20.4 Unless the employer has already made payment of a penalty, a penalty payment under this clause must be requested by the employee to be paid within 8 weeks of the end of the pay-cycle in which the meal or crib break was not provided, absent which no penalty is payable under this clause.
- 20.5 For the purposes of this clause:
- 20.5.1 "crib break" means a period of time during which the employee takes sustenance while remaining on duty or available for duty and if necessary will resume the performance of duties, which time either counts as part of the employee's ordinary hours or accrues as TOIL or similar.
  - 20.5.2 "authorised person" means a person who has authority to direct the manner in which, or the times during which, the employee is to work.
  - 20.5.3 "TOIL" means time off in lieu, which time cannot be lost if accrued pursuant to this clause.
  - 20.5.4 "flexible working arrangement" includes a crib or paid meal break; TOIL; time credits; shortening of the work day; rostered day off, or similar.

## **21. PERFORMANCE IMPROVEMENT**

- 21.1 This Agreement recognises that LMC will continue to evolve as a dynamic productive and customer responsive entity.
- 21.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 21.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of LMC including:
  - 21.3.1 Facilitating ongoing improvements to service delivery and achievement of “best practice”.
  - 21.3.2 Facilitating the ongoing introduction of business reforms, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
  - 21.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
  - 21.3.4 Facilitating the achievement of LMC’s performance goals and performance measures.
  - 21.3.5 Supporting LMC when requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
  - 21.3.6 Facilitating LMC in identifying trends and assessing their relevance to its operations.
  - 21.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 21.4 Subject to appropriate amendments being made to the *Public Sector Management Act 1995*, the CE, DPC will, within 3 months thereof, consult with the associations about the development of a policy concerning the appropriate period of time or circumstances in which payment for additional duties may be made where the employee is required to exercise an authority or delegation during the absence on leave of a higher classified employee.
- 21.5 The parties are also committed to achieving and facilitating productivity and efficiency improvements to, and improving career paths and development opportunities in the SA Public Sector and LMC through the examination and implementation of shared services and service centres within the public sector. The parties commit to the principles in Appendix 4 in relation to the implementation of any shared services initiatives.

## **22. NO EXTRA CLAIMS**

- 22.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 22.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 22.3 Subject to this clause, the employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

## **23. CONSULTATIVE PROCESSES**

- 23.1 The parties commit to the following consultative principles.
  - 23.1.1 Consultation involves the sharing of information and the exchange of views between LMC and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
  - 23.1.2 LMC will consult in good faith, not simply advise what will be done.



- 23.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 23.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 23.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.
- 23.2 In relation to significant issues of public sector wide reform, the CPE will consult with the "SA Unions" (i.e. formerly known as the UTLC) in accordance with the above principles.

## **24. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES**

- 24.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 24.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 24.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 24.4 All parties have a right to seek representation in order to resolve any dispute.
- 24.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 24.11 of this clause will be handled as follows:
  - Stage 1 Discussions between the employee/s and supervisor.
  - Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with an LMC management representative or nominated delegate.
  - Stage 3 Discussions involving employees and/or nominated representatives or delegates and LMC management representative or nominated delegate. At this stage, discussions may include representatives of the CE, DPC.
- 24.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 24.7 There will be a commitment by the parties to achieve adherence 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 will be clearly identified and recorded.
- 24.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 24.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 24.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 24.11 Any grievance or dispute concerning workload will be handled as follows:
  - 24.11.1 The employee/s will notify their manager in writing of the workload issue/s.
  - 24.11.2 The manager should initiate discussions with the employee/s within 24 hours.

- 24.11.3 Should the matter not be resolved discussions should occur between the employee, employee's representative, the employee's manager and the relevant General Manager/Director.
- 24.11.4 If the matter remains unresolved a record of the discussions at sub-clause 26.11.3 shall be forwarded to the Chief Executive who may issue directions as to the issue/s.

## **25. VARIATIONS**

- 25.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CE, LMC or the association as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 25.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 25.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
  - 25.3.1 The implementation of a Workplace Flexibility Agreement.
  - 25.3.2 Any other agreed changes within LMC.
- 25.4 For the purposes of facilitating variations with respect to LMC which have been agreed by employees (or their representatives) within LMC; to give effect to a Workplace Flexibility Agreement; or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
  - 25.4.1 Is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
  - 25.4.2 Is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if LMC and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

## **26. RENEGOTIATION**

- 26.1 Negotiations for a new Enterprise Agreement may commence not earlier than 1 January 2012.

**27. SIGNATORIES**

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Chief Executive, Land Management  
Corporation

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Witness

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

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Witness

# APPENDIX 1: SALARY SCHEDULE

## Schedule 1: Administrative Services Stream

Classification	Step	Current	First full pay period on or after 1/10/2009	First full pay period on or after 1/10/2010	First full pay period on or after 1/10/2011
ASO-1	17 years & under	\$21,281	\$21,813	\$22,358	\$22,918
	18 years	\$24,713	\$25,331	\$25,965	\$26,614
	19 years	\$28,146	\$28,849	\$29,571	\$30,311
	20 years	\$31,578	\$32,367	\$33,177	\$34,007
	1st year adult	\$34,324	\$35,182	\$36,062	\$36,964
	2nd year adult	\$35,195	\$36,075	\$36,977	\$37,901
	3rd year adult	\$36,149	\$37,053	\$37,979	\$38,928
	4th year adult	\$37,022	\$37,948	\$38,897	\$39,869
	5th year adult	\$37,894	\$38,841	\$39,812	\$40,807
	6th year adult	\$38,845	\$39,816	\$40,811	\$41,831
ASO-2	1	\$41,303	\$42,336	\$43,394	\$44,479
	2	\$43,004	\$44,079	\$45,181	\$46,311
	3	\$44,705	\$45,823	\$46,969	\$48,143
ASO-3	1	\$48,102	\$49,305	\$50,538	\$51,801
	2	\$49,802	\$51,047	\$52,323	\$53,631
	3	\$51,504	\$52,792	\$54,112	\$55,465
ASO-4	1	\$54,974	\$56,348	\$57,757	\$59,201
	2	\$56,245	\$57,651	\$59,092	\$60,569
	3	\$57,514	\$58,952	\$60,426	\$61,937
ASO-5	1	\$61,309	\$62,842	\$64,413	\$66,023
	2	\$63,655	\$65,246	\$66,877	\$68,549
	3	\$66,168	\$67,822	\$69,518	\$71,256
	4	\$68,678	\$70,395	\$72,155	\$73,959
ASO-6	1	\$71,025	\$72,801	\$74,621	\$76,487
	2	\$73,202	\$75,032	\$76,908	\$78,831
	3	\$75,381	\$77,266	\$79,198	\$81,178
ASO-7	1	\$78,402	\$80,362	\$82,371	\$84,430
	2	\$80,687	\$82,704	\$84,772	\$86,891
	3	\$82,855	\$84,926	\$87,049	\$89,225
	4	\$85,105	\$87,233	\$89,414	\$91,649
ASO-8	1	\$88,355	\$90,564	\$92,828	\$95,149
	2	\$90,104	\$92,357	\$94,666	\$97,033
	3	\$91,856	\$94,152	\$96,506	\$98,919
Manager Administrative Services					
MAS 1	1	\$77,058	\$78,984	\$80,959	\$82,983
MAS 2	1	\$86,771	\$88,940	\$91,164	\$93,443
MAS 3	1	\$93,525	\$95,863	\$98,260	\$100,717

## **APPENDIX 2:           WORKPLACE FLEXIBILITY AGREEMENTS**

There are currently no Workplace Flexibility Agreements in place.

### **APPENDIX 3: SHARED SERVICES PRINCIPLES**

The following principles apply where LMC proposes to implement a shared services arrangement:

1. Employment security protection for employees transferred from LMC to a shared service will be in accordance with clause 8 “Memorandum of Understanding”, of this Enterprise Agreement.
2. Where the employee’s rate of pay exceeds the applicable rate of pay at the expiry of the industrial instrument which contains the more favourable rate of pay, that rate of pay will be pegged until the rate that is generally paid equals or exceeds that pegged rate of pay.
3. The terms and conditions of employment applicable to staff who are required to transfer to a shared service agency (or division of an agency) will be those generally applicable to employees covered under this Enterprise Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
4. The following Human Resource Principles will be applied:
  - All positions will have an LMC endorsed Job Profile.
  - It is the intention that as many ongoing employees affected by the shared service initiative as possible from the existing structures be placed into the new structure at their substantive classification level to meet the requirements of the shared services structure.
  - Approval can be sought from the CPE to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner’s Standard 2 ‘Quality Staffing’. This may include:
    - i. Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only.
    - ii. Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures.
    - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner’s Standard 2 ‘Quality Staffing’.
  - Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by LMC prior to any transition process.
  - Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

The implementation of any shared service initiative and the restructuring processes arising from that initiative shall not be used as a mechanism for addressing any perceived individual performance issues.

## ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C - Changes to Redeployment Practice of the MOU is varied as follows with effect from [INSERT DATE OF APPROVAL].

The following changes to redeployment practice presently prescribed in Commissioner's Standard 2 'Quality Staffing' have been agreed between the parties to take effect from [INSERT DATE OF APPROVAL]. The changes will apply to employees who are excess on or after [INSERT DATE OF APPROVAL].

Delete from Commissioner's Standard 2 'Quality Staffing' (refer page 41, item 4):

Where an excess employee has been offered at least one suitable position and has declined the offer, redeployment to a suitable position thereafter will not necessarily require agreement by the employee.

Replace with:

Redeployment to a suitable position or duties will not necessarily require agreement by the employee.

Clarification of the current reference to a pegged rate of pay in Commissioner's Standard 2 'Quality Staffing' (refer page 45, final paragraph):

Until that time, an employee whose rate of pay is pegged shall not receive any increase, whether incremental or otherwise (eg. general salary increase) applicable under the applicable Enterprise Agreement.

The following changes were agreed in the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006* in relation to redeployment practice which at that time were prescribed in Commissioner's Standard 2 'Quality Staffing':

Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with Commissioner's Standard 2 'Quality Staffing'.

Where a redeployee is not placed in an alternative ongoing or long term position at the employee's substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency's requirements (or, in the case of existing unplaced redeployees from 21 December 2006. (The period of income maintenance, remains the same as that prescribed in Commissioner's Standard 2 'Quality Staffing'). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

Where, at the cessation of the income maintenance period, the employee has not been placed in an ongoing or long term position at the appropriate substantive level, the employee's salary and rate of pay will be pegged until that employee is placed in an ongoing position.

The period of income maintenance will continue (up to the maximum entitlement) if an employee accepts an offer of an ongoing position classified below the redeployee's substantive classification. The redeployee's rate of pay applying at the nominal end of the income maintenance period will then be pegged at that amount until such time as the rate of pay for the new position equals or exceeds the pegged rate of pay.

Redeployees shall be required to take part in training and retraining to facilitate placement in funded public sector work at their substantive level, which may be to a different career stream. The following changes were agreed in the *South Australian Government Wages Parity Enterprise Agreement 2001* in relation to redeployment practice which at that time were prescribed in Public

Sector Management Act Direction No. 6 (made on 01/01/97) and were agreed to take effect from 2 October 2001, and to apply to employees who are excess on or after 2 October 2001. Those changes were included in the then Public Sector Management Act Determination No. 3 (made on 19/03/03), now superseded by Commissioner's Standard 2 'Quality Staffing'. Subject to the changes to Commissioner's Standard identified above, to have effect from the date of approval of this Enterprise Agreement, those changes will continue to have effect.

The following has been added to Commissioner's Standard 2 'Quality Staffing'.

- # Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.
- # If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Standard 2). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the CPE (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.
- # An excess employee will:
  - (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
  - (ii) attend interviews as requested and participate in them in a positive and constructive manner;
  - (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
  - (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
  - (v) comply with all attendance requirements.

-oOo-