

PUBLIC TRUSTEE ENTERPRISE AGREEMENT 2002

File No. 1609 of 2002

**This Agreement shall come into
force on and from 26 March 2002
and have a life extending for a
period of twenty-four months
therefrom.**

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



DATED THIS 26th DAY
OF *March* 2002

ENTERPRISE AGREEMENT
COMMISSIONER



PUBLIC TRUSTEE ENTERPRISE AGREEMENT 2002



TABLE OF CONTENTS

1. ENTERPRISE AGREEMENT	4
2. OBJECTS AND COMMITMENTS	4
3. INTERPRETATION	5
4. PARTIES BOUND	7
5. OTHER ENTERPRISE AGREEMENTS	7
6. SALARY ADJUSTMENTS	7
7. SALARY PACKAGING ARRANGEMENTS	8
8. MEMORANDUM OF UNDERSTANDING	9
9. WORKLIFE FLEXIBILITY	9
Voluntary Flexible Working Arrangements.....	9
Paid Maternity Leave and Paid Adoption Leave.....	10
Return to Work on a Part Time Basis	10
Family Carer's Leave.....	11
Reimbursement of Reasonable Child Care Costs.....	11
Reimbursement of Reasonable Travel Costs	12
10. OCCUPATIONAL HEALTH SAFETY AND WELFARE	12
11. TRAINING AND DEVELOPMENT	13
12. WORKPLACE FLEXIBILITY	13
13. RECLASSIFICATION DATE.....	14
14. TOIL ENTITLEMENTS	14
15. MINIMUM HOURS OF ENGAGEMENT	15
16. REVIEW OF VARIOUS ISSUES.....	15
17. CONTINUOUS IMPROVEMENT.....	15
18. ENTERPRISE IMPROVEMENT FRAMEWORK	15
19. PERFORMANCE MONITORING AND REPORTING.....	16
20. NO EXTRA CLAIMS	16
21. CONSULTATIVE PROCESSES	16
22. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES	17
23. CONFIDENTIALITY	18
24. VARIATIONS	18
25. RENEGOTIATION.....	18
26. SIGNATORIES	19
Appendix 1: Public Trustee Salaries	20
Appendix 2: Workplace Flexibility Agreements	23
Attachment A	23

1. ENTERPRISE AGREEMENT

- 1.1 This Enterprise Agreement is made pursuant to the Industrial and Employee Relations Act 1994, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement shall be referred to as the Public Trustee Enterprise Agreement 2002.
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.4 This Enterprise Agreement continues in force until 25 March 2004 or until it is rescinded or superseded.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Employment PSM Act Determinations, Directions, Circulars, Guidelines, Chief Executive Determinations and resource allocation fall outside the parameters of this Enterprise Agreement. Public Trustee undertakes to, wherever possible, keep employees informed of these issues.

2. OBJECTS AND COMMITMENTS

- 2.1 The objects of this Enterprise Agreement are:
 - 2.1.1 To effect wages increases in accordance with this Enterprise Agreement for employees bound by this Agreement;
 - 2.1.2 To acknowledge the extension of the operation of the Memorandum of Understanding (MOU) until 22 November 2003.
 - 2.1.3 For this Enterprise Agreement to supersede each Enterprise Agreement (expired);
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
 - 2.2.1 The continued evolution of Public Trustee as a dynamic and customer responsive entity;
 - 2.2.2 Consultation in the development and implementation of Public Trustee reform and change programs;
 - 2.2.3 Employment security for employees bound by this Enterprise Agreement until [insert date 2 years after approval]; and
 - 2.2.4 improve the productivity, efficiency and flexibility of the Enterprise and to improve the structure of the Enterprise;
 - 2.2.5 enhance the general performance and effectiveness of the Enterprise, ensuring that the Enterprise provides high quality services competitively at best practice standards and that Enterprise expenditure is effectively managed to that end;
 - 2.2.6 achieve industrial cooperation and joint commitment to organisational objectives of the Enterprise;
 - 2.2.7 optimise the contribution that employees can make to the success of the Enterprise through effective mechanisms for consultation, employee involvement and continuous improvement;
 - 2.2.8 assist employees to achieve a suitable balance between their work and family responsibilities;
 - 2.2.9 improve pay and working conditions for employees.

2.2.10 Obtaining the approval by the Industrial Relations Commission of South Australia to this Enterprise Agreement.

2.3 The measures will be pursued in a manner that promotes job satisfaction and security, equal opportunity for employees and an equitable work environment and that maximises the use of skills available within the Enterprise.

3. INTERPRETATION

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

"Act"	Means the Industrial and Employee Relations Act 1994
"agency"	Means an agency referred to in clause 4.2
"approval"	Means approval by the Industrial Relations Commission of South Australia;
"association"	Means an association party to this Enterprise Agreement;
"Chief Executive"	Means the Public Trustee or her delegate;
"Commission"	Means the Industrial Relations Commission of South Australia;
"CPE"	Means the Commissioner For Public Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Employment, 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;
"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;
Enterprise	Means Public Trustee
"Enterprise Agreement (expired)"	Means the Public Trustee Enterprise Agreement 2000 (expiring on 2/10/01)
"1996 Memorandum Of Understanding" and "MOU"	Means the document titled "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 the Public Trustee Enterprise Agreement 2002
"Single Bargaining Centre" and "SBC"	Means the representatives of Public Trustee (both representatives of management acting on behalf of the employer and representatives of employees) nominated, from time to time, for the purposes of negotiating, implementing and monitoring an Enterprise Agreement;
"Single Bargaining Unit" and "SBU"	Means the representatives of employees forming part of the Single Bargaining Centre;
"Training Package"	Means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (eg. Public Services Training Package; The Community Services

	Training Package; and the Health Industry Training Package)
“Voluntary Flexible Working Arrangement” and “VFWA”	Means a working arrangement of a type dealt with in Commissioner’s Determination 5 and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
“wage rate”	Means the periodic wage or salary payable to an employee, and a reference to payment of salary includes a reference to payment of salary on a fortnightly basis.

3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:

- Public Trustee Act 1995*
- South Australian Public Sector Salaried Employees Interim Award*
- Public Service (Recreation Leave Loading) Award*
- Public Sector Management Act 1995*
- Occupational Health, Safety & Welfare Act 1986*
- Workers Rehabilitation & Compensation Act 1986*
- Industrial & Employee Relations Act 1994*
- Superannuation Act 1988*
- Superannuation (Benefit Scheme) Act 1992*
- Southern State Superannuation Act 1994*

**As amended from time to time*

- 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 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.
- 3.7 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.
- 3.8 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 This Enterprise Agreement is binding upon the following :
- 4.1.1 The Commissioner for Public Employment in respect to Public Trustee
- and
- 4.1.2 The Employees of Public Trustee whether covered or not by the Awards prescribed in Clause 3 and the Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Incorporated
- 4.2 This Enterprise Agreement is not binding on persons appointed, employed or holding a position:
- 4.2.1 As a Statutory Office Holder (the Public Trustee);
- 4.2.2 As Executives, appointed pursuant to the Public Sector Management Act, 1995;
- 4.2.3 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above Executive Officer level 1
- 4.2.4 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
- 4.2.5 Subject to an Award or agreement pursuant to The Workplace Relations Act 1996 (Cth)
- 4.2.6 As Trainees employed by the Commissioner for Public Employment.

5. OTHER ENTERPRISE AGREEMENTS

- 5.1 Upon commencement of the term of this Enterprise Agreement, each Enterprise Agreement (expired) will be superseded by this Enterprise Agreement.
- 5.2 Subject to the commitment in Clause 6.3, no party will oppose an application to formally rescind an Enterprise Agreement (expired) or Enterprise Agreement (unexpired) made after the date of expiry of the term of such Agreement.

6. SALARY ADJUSTMENTS

- 6.1 This clause refers to the wage and salary schedules appearing in Appendix 1: Public Trustee Wages and Salaries.
- 6.2 Except as provided by this clause, the wage rates and salaries payable to employees are those detailed in Appendix 1: Public Trustee Wages and Salaries which provides for wage rates and salaries which will operate on and from the dates specified (the "applicable date"), namely:
- 1 October, 2002; and
- 1 October, 2003 respectively.
- 6.3 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.
- 6.4 The parties acknowledge that the adult wage rates and salaries detailed in Appendix 1: Public Trustee Wages and Salaries include the following agreed minimum wage/salary adjustment applicable to the classifications in that Appendix:
- 6.4.1 \$1221 per annum (\$23.40 per week) on and from 1 October 2002; and
- 6.4.2 \$1268 per annum (\$24.30 per week) on and from 1 October 2003.

6.5 This sub-clause applies to “pegged employees”.

6.5.1 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.

6.5.2 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.

6.5.3 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.

6.6 Management agrees to implement annual payments across the board for outperformance against excess profit, i.e. the budgeted operating surplus, net of taxation equivalents. Payment will be made in the year following the outperformance and will be available on a 50-50 gainsharing basis between employees and the Enterprise with a maximum payment to employees of 2% of gross salary in any one year following certification of the accounts by the Auditor-General. The outperformance payment will be based on the following criteria, each of which must be met before any payment is awarded:

- (a) An increase in product and service profitability per FTE compared to the previous financial year.
- (b) The successful completion/implementation of at least 80% of the Branch Objectives in the relevant Strategic and Financial Plan.
- (c) An excess of profit over the amount approved in the annual Strategic and Financial Plan.

Note: At the end of each financial year an Outperformance Working Party will review the performance of the Enterprise against the above criteria and make a recommendation to the Public Trustee. The approval of the Public Trustee is then required prior to the award of any outperformance payment to staff.

7. SALARY PACKAGING ARRANGEMENTS

7.1 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.

7.1.1 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 Enterprise Agreement (EA) will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this EA.

7.1.2 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.

7.1.3 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 EA 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.

8. MEMORANDUM OF UNDERSTANDING

- 8.1 The terms of the 1996 Memorandum of Understanding (MOU) as applied in the South Australian Government Wages Parity Enterprise Agreement 2001 will be applied in respect of the parties to this Enterprise Agreement
- 8.2 There will be no forced redundancy for employees during the term of this Enterprise Agreement
- 8.3 The parties agree that the terms of the MOU do not form part of this Enterprise Agreement
- 8.4 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.
- 8.5 In the event of employees of the Office of the Public Trustee becoming excess to requirements and meeting the prerequisite conditions as set by the Commissioner for Public Employment for access to a Voluntary Separation Scheme, as may apply from time to time, the Office of the Public Trustee may make application to the Commissioner for Public Employment for access to any such Voluntary Separation Scheme.

9. WORKLIFE FLEXIBILITY

VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 9.1 The parties agree to establish a working party to investigate the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements to balance work and other (including family) commitments. Upon endorsement by the Single Bargaining Centre of proposed Voluntary Flexible Working Arrangements at Public Trustee, the Public Trustee will consider such arrangements subject to the following clauses.
 - 9.1.1 The Public Trustee will consider an employee's request to participate in a Voluntary Flexible Working Arrangement having regard to both the operational needs of the agency or particular workplace, and the employee's circumstances.
 - 9.1.2 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 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

9.2 An employee who is granted maternity leave or adoption leave that commences on or after the date of commencement of this Enterprise Agreement will be entitled to the provisions of this clause.

9.2.1 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, is entitled to four weeks paid maternity leave.

9.2.2 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.

9.2.3 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 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.

9.2.4 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).

9.2.5 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

RETURN TO WORK ON A PART TIME BASIS

9.3 Subject to this clause, if agreed between the employer 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.

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

(a) The Public Trustee will consider an employee's request having regard to both the operational needs of the agency 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 Public Trustee 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 Public Trustee whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

FAMILY CARER'S LEAVE

9.4 Five days sick leave may be accessed in each financial year as carer's leave by an employee in respect of an absence from work due to the employee:

- (a) Caring for a sick or injured family member; or
- (b) Accompanying a family member to a medical, dental or other health related consultation.

9.4.1 A person is regarded as a family member if, for example, the person is:

- (a) A child of, or in the care of, the employee or of the employee's spouse or putative spouse; or
- (b) A spouse or putative spouse of the employee; or
- (c) A parent or grandparent of the employee or of the employee's spouse or putative spouse; or
- (d) A brother or sister of the employee; or
- (e) A person who is a member of the employee's household; or
- (f) A person with whom the employee has a close personal relationship. Step relationships should be treated in the same way as blood relationships.

9.4.2 Procedures for the taking of carer's leave (including the provision of evidentiary certificates) will be similar to the procedures for the taking of ordinary sick leave.

9.4.3 Carer's leave cannot be accessed by an employee employed under a casual contract within the meaning of the Public Sector Management Act.

9.4.4 An employee is eligible for special leave with pay as set out in Commissioner's Circular No 49 (Re-issue No 4) on the grounds set out in 5.2.2 ('Care of Sick Child Who is Dependant') and 5.2.13 ('Urgent Pressing Necessity') of that Circular (as in force at 25 July 1994).

9.4.5 An employee is entitled to access such special leave with pay, as determined in Commissioner's Circular No 49 (Re-issue No 4, as in force at 25 July 1994, as amended from time to time) before having to access sick leave as carer's leave. Consequently, in determining whether to exercise discretion to grant special leave with pay on the ground set out in that Circular, the Public Trustee (or his or her delegate) cannot take into account the eligibility of an employee to be granted sick leave (ie: carer's leave) on the same or similar grounds.

9.4.6 Application of the above will be in accordance with Public Trustee's Standard on Family Carer's Leave.

REIMBURSEMENT OF REASONABLE CHILD CARE COSTS

9.5 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 the employee has a child or children in paid child care, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

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

9.5.2 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.

- 9.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 9.5.4 Reimbursement will only be made for child care costs in respect of Registered Care or Approved Care, and only after all other sources of reimbursement have been exhausted. Provided that where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will only be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.
- 9.5.5 The employee will provide the agency 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.
- 9.5.6 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

- 9.6 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.
- 9.6.1 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.
- 9.6.2 The employee ordinarily uses public transport.
- 9.6.3 Travel is by the most direct or appropriate route.
- 9.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
- 9.6.5 The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

10. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 10.1 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.
- 10.2 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Supporting and engendering a safety culture within the Enterprise;
 - Promoting the importance of safe systems of work and 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;
 - Identifying risks and reasonable measures to eliminate or minimise those risks;
 - Participation in pro-active prevention strategies;
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.

- 10.3 Public Trustee will adopt the guidelines in relation to the elimination of workplace harassment and bullying which are to be developed by the Commissioner for Public Employment.
- 10.4 In establishing and maintaining a safe and healthy work environment, Public Trustee will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

11. TRAINING AND DEVELOPMENT

- 11.1 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).
- 11.2 The parties acknowledge that Public Trustee 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 Commissioner for Public Employment.
- 11.3 The parties acknowledge that Public Trustee will monitor and report annually on:
 - 11.3.1 the percentage of employees in the Enterprise with documented individual performance development plans;
 - 11.3.2 the percentage of expenditure by the Enterprise on management and leadership development;
 - 11.3.3 the extent of implementation of accredited "Training Packages" within the Enterprise and the classification level of the employees involved.
- 11.4 The parties:
 - 11.4.1 Acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level.
 - 11.4.2 Note that the Commissioner for Public Employment has issued "PSM Act Determination 2 - Recruitment and Employment of Non Executive Employees". This requires Public Trustee to give consideration to existing employees or employees of other agencies within the portfolio grouping of agencies in filling vacancies of up to 6 months duration. All vacancies of more than 6 months duration must be advertised on the Notice of Vacancies, and applicants may only be sought from outside the public sector with the Commissioner's approval.
 - 11.4.3 The parties agree that staff training and development will be applied according to Public Trustee's Human Resources Development Policy and that any proposed alteration to the Policy must be referred to the Single Bargaining Centre for consultation prior to implementation.

12. WORKPLACE FLEXIBILITY

- 12.1 The parties agree to establish a working party to investigate and report on more flexible employment arrangements that will better meet the operational needs of the Enterprise having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities). Upon endorsement by the Single Bargaining Centre of proposed Workplace Flexibility arrangements at Public Trustee, the Public Trustee will consider such arrangements subject to the following clauses.
- 12.2 This clause applies to a proposal by Public Trustee or employee/s to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").
 - 12.2.1 Where Public Trustee or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify (as applicable) the Enterprise or employee/s likely to

be affected, of the terms of the proposal and the manner in which it is intended to operate. The agency will provide such information to such employee representative/s party to this Enterprise Agreement that it believes may represent employees and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.

12.2.2 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 Commissioner for Public Employment for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.

12.2.3A 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).

12.2.4 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be reduced to writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "Workplace Flexibility Agreement").

12.2.5A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix #. 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 the Enterprise.

13. RECLASSIFICATION DATE

13.1 Where an employee makes application for reclassification to the Public Trustee in writing on a form approved by the Public Trustee, 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.

14. TOIL ENTITLEMENTS

14.1 An employee who accrues time off in lieu (TOIL) in accordance with the applicable Award or clause 15.2:

15.1.1 Cannot lose that entitlement;

15.1.2 Must take the entitlement in accordance with the following:

- (a) At a time agreed with the employer within 3 months of accrual; or
- (b) With the agreement of the employer, may accrue up to 5 days TOIL in a financial year before being subject to a direction to take the time; or
- (c) 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 5 days TOIL.

14.2 Where as a result of urgent and unavoidable work an employee has approval to work through their lunch break and is not entitled to any consequential loading or payment in respect of that period or the period of work until a break is taken, the employee is entitled to take their break at the earliest opportunity. Where such employee is not able to take a break prior the completion of their work during that day or shift, the employee is entitled to accrue as TOIL the period of the break not taken.

15. MINIMUM HOURS OF ENGAGEMENT

- 15.1 On and from 1 March 2002 a casual employee will be engaged for a minimum period of three hours, unless otherwise expressly agreed between the agency and the employee.
- 15.2 On and from 1 March 2002 a part-time employee will be engaged for a minimum shift period of three hours, unless otherwise agreed between the agency and the employee.

16. REVIEW OF VARIOUS ISSUES

- 16.1 The parties understand that during the life of this Enterprise Agreement the Commissioner for Public Employment will undertake a review of current salary sacrifice arrangements and a review of the costs or expenses in relation to those employees who are required to maintain a professional qualification for the discharge of their duties.
 - 16.1.1 Note that Public Trustee will adopt any changed arrangements implemented by the Commissioner for Public Employment following the conduct of the reviews.

17. CONTINUOUS IMPROVEMENT

- 17.1 This Agreement recognises that Public Trustee will continue to evolve as a dynamic and customer responsive entity.
- 17.2 Initiatives will continue to be introduced to improve the efficiency and effectiveness of Public Trustee and to provide quality services to clients.
- 17.3 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 Public Trustee, including:
 - 17.3.1 facilitating ongoing improvements to service delivery and achievement of "best practice";
 - 17.3.2 facilitating the ongoing introduction of business reforms, including e-commerce and other technological advances;
 - 17.3.3 facilitating the assessment and reform of existing work processes and ongoing improvements to work practices;
 - 17.3.4 facilitating the achievement of Public Trustee's performance goals and performance measures;
 - 17.3.5 supporting Public Trustee when requiring employees to participate in skills development and workplace related training/retraining (including accredited training);
 - 17.3.6 facilitating Public Trustee identifying trends and assessing their relevance to its operations.

18. ENTERPRISE IMPROVEMENT FRAMEWORK

- 18.1 The parties commit to the ongoing maintenance and improvement of the Enterprise's core business operations, and agree to the development, implementation and promotion of new trustee services and other products, with a view to expanding the client base, workplace productivity and profitability of the Enterprise.
- 18.2 The parties also acknowledge that the Enterprise may need to implement corporate improvement initiatives other than those specifically listed in this Agreement, and that any such implementation process can be implemented, subject to Clause 21 of this Agreement.
- 18.3 The parties commit to meet core and non-core business and financial targets and branch objectives as set out in the 2001/2002 and 2002/2003 Strategic and Financial Plans unless otherwise amended by agreement. The parties agree to implement a

regime of control self assessment to foster and enhance a risk awareness culture within the Enterprise.

- 18.4 The parties commit to the principles of Risk Management including compliance reporting and other approved risk management initiatives.
- 18.5 The parties commit to the implementation of strategies to ensure compliance with Public Trustee Policies, Standards and Procedures.

19. PERFORMANCE MONITORING AND REPORTING

- 19.1 Progress and adherence to the Enterprise Improvement Framework will be formally monitored and reviewed by both Senior Management and Managers on a quarterly basis. Significant variations from the agenda targets are to be referred to the SBC and may require implementation of alternate target and funding strategies developed in consultation with the Single Bargaining Centre.
- 19.2 The Single Bargaining Centre:
- Has the function of monitoring the core and non-core business and financial targets and branch objectives set out in the annual Strategic and Financial Plan,
 - Has the function of monitoring the progress and effectiveness of this Agreement.
 - May establish a subcommittee to report annually on the outperformance payment based on the criteria detailed in sub-clause 6.6 of this Agreement.
 - Must be given access to all relevant financial and other information and be kept fully apprised of savings and benefits achieved through this Agreement and of the Public Trustee's budgets and accounting procedures.
- 19.3 Employees are encouraged to make suggestions to, or raise concerns with, the Single Bargaining Centre about any matter within the scope of this Agreement, including any initiatives that may result in savings or benefits or any inefficiencies.

20. NO EXTRA CLAIMS

- 20.1 This Enterprise Agreement and its wage and salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of an Enterprise Agreement (expired) or Enterprise Agreement (unexpired), or which might have arisen from, or in the course of, any Enterprise Agreement (expired) or Enterprise Agreement (unexpired).
- 20.2 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 Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 20.3 Subject to this clause, the employees 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.
- 20.4 The above provisions do not preclude reviews identified at Clause 16.1.

21. CONSULTATIVE PROCESSES

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

- 21.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 21.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 21.1.5 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.
- 21.1.6 In relation to significant issues of public sector wide reform, the Commissioner for Public Employment will consult with the UTLC in accordance with the above principles.
- 21.2 The Single Bargaining Centre will be the peak forum for enterprise bargaining discussions within Public Trustee and for consultation to take place. To facilitate the process of consultation, the parties agree to establish working parties and consultative committees as required.
- 21.3 The parties agree that the Staff Council will be the consultative committee for discussing issues raised by staff for potential referral to the Single Bargaining Centre.
- 21.4 The parties agree to adhere to the protocols detailed in the Policy, Standard and Procedure for Annual Strategic Planning and Risk Management to ensure full consultation in the development of Public Trustee's Strategic and Financial Plan.

22. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 22.1 This procedure aims to avoid industrial disputes in the Enterprise 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.
- 22.2 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.
- 22.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 22.4 All parties have a right to seek representation in order to resolve any dispute.
- 22.5 Any grievance or dispute 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 the relevant agency management representative or nominated delegate.
 - Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant Enterprise management representative or nominated delegate. At this stage, discussions may include representatives of the Commissioner for Public Employment.
- 22.6 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
- 22.7 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.
- 22.8 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.

- 22.9 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.
- 22.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

23. CONFIDENTIALITY

- 23.1 The parties recognise that matters brought before the Single Bargaining Centre may be strictly confidential within the Single Bargaining Centre and the Enterprise and must not be disclosed to any unauthorised party.
- 23.2 The parties acknowledge that certain aspects of the Enterprise may be deemed commercial in confidence and will only be the subject of consultation with the Single Bargaining Centre once the period of confidentiality has expired.

24. VARIATIONS

- 24.1 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 Commissioner for Public Employment or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 24.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 24.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
- 24.3.1 The implementation of a Workplace Flexibility Agreement;
 - 24.3.2 An agreed matter arising from a review identified at clause 16.1
 - 24.3.3 Any other agreed changes within the Enterprise.
- 24.4 For the purposes of facilitating variations which have been agreed by employees (or their representatives); 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:
- 24.4.1 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
 - 24.4.2 Is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the employer and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

25. RENEGOTIATION

- 25.1 Negotiations for a new Enterprise Agreement may commence not later than 3 months prior to the expiry of this Agreement.

26. SIGNATORIES

.....
JUDITH WORRALL Public Trustee	Witness
.....
RODNEY BROOK Management Representative	Witness
.....
DES O'NEILL Management Representative	Witness
.....
JAN MCMAHON Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of South Australia Inc	Witness
.....
CLIVE ANSELL Staff Representative	Witness
.....
JAMES MCCABE Employee Ombudsman	Witness

APPENDIX 1: PUBLIC TRUSTEE SALARIES

Administrative Services Stream

Classification	Step	Current	1/10/2002	1/10/2003
ASO-1	17 years & under	\$16,202	\$16,959	\$17,746
	18 years	\$18,816	\$19,695	\$20,608
	19 years	\$21,429	\$22,430	\$23,470
	20 years	\$24,042	\$25,166	\$26,332
	1st year adult	\$26,133	\$27,354	\$28,622
	2nd year adult	\$26,860	\$28,081	\$29,349
	3rd year adult	\$27,656	\$28,877	\$30,145
	4th year adult	\$28,383	\$29,604	\$30,872
	5th year adult	\$29,111	\$30,332	\$31,600
	6th year adult	\$29,903	\$31,124	\$32,392
ASO-2	1	\$31,843	\$33,117	\$34,442
	2	\$33,156	\$34,482	\$35,861
	3	\$34,466	\$35,845	\$37,279
ASO-3	1	\$37,086	\$38,569	\$40,112
	2	\$38,397	\$39,933	\$41,530
	3	\$39,708	\$41,296	\$42,948
ASO-4	1	\$42,589	\$44,293	\$46,065
	2	\$43,572	\$45,315	\$47,128
	3	\$44,556	\$46,338	\$48,192
ASO-5	1	\$47,497	\$49,397	\$51,373
	2	\$49,314	\$51,287	\$53,338
	3	\$51,261	\$53,311	\$55,443
	4	\$53,206	\$55,334	\$57,547
ASO-6	1	\$55,023	\$57,224	\$59,513
	2	\$56,711	\$58,979	\$61,338
	3	\$58,398	\$60,734	\$63,163
ASO-7	1	\$61,033	\$63,474	\$66,013
	2	\$62,811	\$65,323	\$67,936
	3	\$64,498	\$67,078	\$69,761
	4	\$66,249	\$68,899	\$71,655
ASO-8	1	\$68,780	\$71,531	\$74,392
	2	\$70,142	\$72,948	\$75,866
	3	\$71,505	\$74,365	\$77,340
Manager Administrative Services				
MAS 1	1	\$59,697	\$62,085	\$64,568
MAS 2	1	\$67,547	\$70,249	\$73,059
MAS 3	1	\$72,804	\$75,716	\$78,745

SCHEDULE 1

SCHEDULE 2**Professional Services Stream**

Classification	Step	Current	1/10/2002	1/10/2003
PSO-1	1	\$34,727	\$36,116	\$37,561
	2	\$36,168	\$37,615	\$39,120
	3	\$38,266	\$39,797	\$41,389
	4	\$40,362	\$41,976	\$43,655
	5	\$42,460	\$44,158	\$45,924
	6	\$44,556	\$46,338	\$48,192
PSO-2	1	\$47,497	\$49,397	\$51,373
	2	\$49,314	\$51,287	\$53,338
	3	\$51,261	\$53,311	\$55,443
	4	\$53,206	\$55,334	\$57,547
PSO-3	1	\$55,023	\$57,224	\$59,513
	2	\$56,711	\$58,979	\$61,338
	3	\$58,398	\$60,734	\$63,163
PSO-4	1	\$61,033	\$63,474	\$66,013
	2	\$62,811	\$65,323	\$67,936
	3	\$64,498	\$67,078	\$69,761
	4	\$66,249	\$68,899	\$71,655
PSO-5	1	\$68,780	\$71,531	\$74,392
	2	\$70,142	\$72,948	\$75,866
	3	\$71,505	\$74,365	\$77,340
Manager Professional Services				
MPS1	1	\$59,697	\$62,085	\$64,568
MPS2	1	\$67,547	\$70,249	\$73,059
MPS3	1	\$72,804	\$75,716	\$78,745

SCHEDULE 3
Operational Services Stream

Classification	Step	Current	1/10/2002	1/10/2003
OPS-1	17 years & under	\$15,833	\$16,590	\$17,376
	18 years	\$18,387	\$19,266	\$20,179
	19 years	\$20,940	\$21,942	\$22,981
	20 years	\$23,494	\$24,617	\$25,784
	1st year adult	\$25,537	\$26,758	\$28,026
	2nd year adult	\$26,860	\$28,081	\$29,349
	3rd year adult	\$27,656	\$28,877	\$30,145
	4th year adult	\$28,383	\$29,604	\$30,872
	5th year adult	\$29,111	\$30,332	\$31,600
	6th year adult	\$29,903	\$31,124	\$32,392
OPS-2	1	\$31,843	\$33,117	\$34,442
	2	\$33,156	\$34,482	\$35,861
	3	\$34,466	\$35,845	\$37,279
OPS-3	1	\$37,086	\$38,569	\$40,112
	2	\$38,397	\$39,933	\$41,530
	3	\$39,708	\$41,296	\$42,948
OPS-4	1	\$42,589	\$44,293	\$46,065
	2	\$43,572	\$45,315	\$47,128
	3	\$44,556	\$46,338	\$48,192
OPS-5	1	\$45,680	\$47,507	\$49,407
	2	\$47,173	\$49,060	\$51,022
	3	\$48,665	\$50,612	\$52,636
OPS-6	1	\$50,352	\$52,366	\$54,461
	2	\$51,781	\$53,852	\$56,006
	3	\$53,206	\$55,334	\$57,547
OPS-7	1	\$55,023	\$57,224	\$59,513
	2	\$56,711	\$58,979	\$61,338
	3	\$58,398	\$60,734	\$63,163

APPENDIX 2: WORKPLACE FLEXIBILITY AGREEMENTS

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 2 October 2001.

The following changes to redeployment practice presently prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) have been agreed between the parties to take effect from 2 October 2001. The changes will apply to employees who are excess on or after 2 October 2001.

The following will be added to Part 6 Redeployment Principles in Direction No. 6.

- 6.1(e) 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.
- 6.1(f) 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 Direction No.6). 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 Commissioner for Public Employment (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.
- 6.1(g) 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-