

SOUTH AUSTRALIAN CITRUS INDUSTRY DEVELOPMENT BOARD ENTERPRISE AGREEMENT, 2007

File No. 1559 of 2007

This Agreement shall come into force on and from 23 April 2007 and have a life extending for a period of thirty-six months therefrom.

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



DATED 23 APRIL 2007.

COMMISSION MEMBER



**SOUTH AUSTRALIAN CITRUS INDUSTRY DEVELOPMENT BOARD
ENTERPRISE AGREEMENT 2007.**

File No. of 2007 Reg. No.

TITLE

This Agreement shall be titled the South Australian Citrus Industry Development Board Enterprise Agreement, 2007.

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1. PARTIES BOUND

This Agreement is made in pursuance of Section 79 of the Fair Work Act 1994 this day of

Except as elsewhere provided, this Agreement will be binding upon the South Australian Citrus Industry Development Board (hereinafter referred to as the "Board") and the Board employees whether covered by an award or not.

This Agreement shall not be binding on:

- The Executive Officer, South Australian Citrus Industry Development Board.
- Any person whose salary is at or above the Executive Officer Level 1 in the South Australian Public Sector, and any person whose contract (whether of Common law or pursuant to a statute) contains a provision providing for a review of salary during the period of the contract.

2. DURATION OF THE AGREEMENT

The term of this Enterprise Agreement shall be for 3 years commencing from the date of approval.

3. PURPOSE

The employer and employees and their representatives party to this Agreement undertake to develop and implement initiatives designed to achieve ongoing improvements in productivity, efficiency and the enhanced performance of the Board.

4. AIMS AND OBJECTIVES

The Aims and Objectives of this Enterprise Agreement are to assist the Board achieve its strategic goals -:

- to maintain and improve, when possible, the structure, productivity, efficiency and effectiveness of the Board;
- facilitate, through consultation, restructuring and workplace change;
- provide for continuous workplace change with the objective of continuous service improvement;
- develop a greater level of flexibility within the Board so as to enhance the ability to manage change in an effective manner;
- facilitate a competitive policy, whereby the Board will provide services that at least match best practice elsewhere where appropriate comparisons can be made;

- ensure meaningful consultation prior to the introduction of change, in accordance with agreed consultative mechanisms as per Clause 5 herein;
- ensure that the Board makes funds available for skills development and training, required as a result of organisational change and workplace reform programs, subsidised from savings made from the implementation of such initiatives;
- enhance multiskilling allowing staff to undertake a broader range of tasks;
- Provide career change opportunities by removing, as far as is possible and appropriate, existing barriers;
- develop performance measurements and appraisal system(s) for employees linked to career enhancement and promotional opportunities;
- provide for wage increases consistent with Clause 6 of this Agreement; and
- minimise industrial disputation by adhering to the provisions of agreed Grievance and Disputes Settling Procedure as per Clause 23 of this Agreement.

5. CONSULTATION

It is the objective of the parties to this Agreement to participate in a process that is conducted openly, with full provision of information, and with the maximum involvement of all Board staff.

All parties will have an opportunity to put forward their points of view in the negotiating process.

The Single Bargaining Centre will be the forum for these negotiations to take place.

The participation of employees as individuals and through their representatives is essential for both ensuring that changes are managed positively and that all information required for decision-making is available to the Single Bargaining Centre.

There will be various mechanisms for employee participation and involvement. Opportunities for employee involvement through consultation and participation will be through:

- the Single Bargaining Centre;
- wide staff discussion and information dissemination, and
- expressions of interest called for short-term project work in planning proposals for enhancing best practice.

To ensure a spirit of co-operation and participation, it is accepted that employees involved in the enterprise bargaining process will be allowed reasonable paid time and provision of resources to fulfill their responsibilities in this process.

The various employee representatives within the Single Bargaining Centre have a responsibility to adequately consult with the people they represent.

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

6. WAGES AND SALARY ADJUSTMENTS

This Agreement provides for the adjustment of salaries for the employees covered by this Agreement. These rates will be payable from the dates prescribed herein subject to the Agreement being approved by the Industrial Relations Commission of South Australia.

The South Australian Citrus Industry Development Board uses the *S.A. Public Sector Salaried Employees Interim Award* and the Commissioner's Standards as a guide only.

7. RATES OF PAY

The rates of pay for employees covered by this Agreement are set out in Schedule 1 and Schedule 2.

8. AGREED AGENDA ITEMS

Agreed Agenda Items to be discussed between the parties that are aimed at increasing productivity and efficiency for the enterprise and partly covering the cost of wage increases occurring during the life of this Agreement are as follows:

8.1 Best Practice

The parties agree to the review and implementation of an organisational restructure with a view to achieving best practice in customer service and administration in light of projected changes in light of the available resource provisions under the new *Citrus Industry Act 2005*.

The parties agree to develop principles for customer service and to facilitate a customer service ethos.

8.2 Workload study

The parties agree to a comprehensive review of productivity using activity based analysis techniques with a view to:

- identifying further opportunities for efficiencies and cost savings;
- continue to review current publications/reports to evaluate effectiveness;
- review and adjust distribution databases;
- investigate use of electronic means to distribute information;
- investigate joint communication activities with other bodies;
- continuing to benchmark processes and operations against best practice;
- increasing the use of information technology;

- continuing to pursue multi-skilling with a view to increasing the range of individual job skills.
- minimising the impact of staff changes on the overall delivery of services by the Board.

8.3 Employment conditions

The parties agree:

- to continue work patterns and arrangements that enhance the flexibility and efficiency of the Board;
- to continue to apply flexitime for the benefit of the Board;
- that in relation to replacements for employees on leave, staff multi-skilling will continue, eliminating the need for temporary staff.

8.4 Reforms in financial management

The parties agree:

- to regular surveillance of income and expenditure procedures, including the preparation of budgets;
- to maintain regular reporting practices bearing in mind best practice
- to continue to apply Treasury and Government Policy guidelines in the management of the Board's assets and liabilities;
- to on-going efficiency gains for financial management programs including upgrading SYBIZ to MYOB.

8.5 Information technology

The parties agree:

- to pursue wide use of uniform technology throughout the industry, particularly in relation to the ACG National Planting and Crop Estimate Database;
- to review and initiate new procedures for data retrieval and transmission;
- to update and improve web based interaction and communication;
- to broader use of email technology to simplify communication with citrus industry stakeholders.

8.6 Other efficiencies & savings

The parties agree:

- to continue to pursue maximisation of performance and in particular the availability of external funding for specific activities;
- that reporting and filing systems are to be developed and implemented viz Freedom of Information, State Archiving etc.

8.7 Training & development

The parties agree:

- to continue the development and implementation of relevant training strategies including those required to meet the needs of the industry and the Board's objectives;
- to the upskilling in general computer knowledge including Internet site management, Arcview software and Microsoft Access programs;
- to Staff development as to manage a Citrus Board web page.

The above list is not exhaustive and may be varied by agreement between the parties.

9. ENVIRONMENTAL ISSUES

The parties agree to continue the pursuit of environmental efficiencies and in particular the following areas:

- further rationalisation of the use of resources in communication with the Board's client base;
- use of information technology systems as an alternative to hard copies;
- Maintain and where possible increase the recycling of materials internally and through waste disposal agencies;
- Continue to responsibly address the use of electricity and where appropriate engage standby mode;
- Maintain awareness to the environmental impact of the use of motor vehicles;
- Continue close co-operation with industry sectors with a view to avoiding duplication of effort and the production of savings in time and materials;
- Investigate possible office site, downsizing or sharing office location with other organizations;
- To also apply the principles outlined above in negotiation with interstate Citrus Boards with a view to producing national material which can be shared.

10. SICK LEAVE

In the case of illness, employees will be entitled to leave of absence with full pay at the rate of twelve (12) working days per annum. This entitlement will be cumulative.

The employer may require an employee to furnish a medical certificate or such other evidence as is reasonable in respect of any period of sick leave exceeding one (1) day.

Sick leave beyond or in advance of normal entitlement may be granted by the employer in special circumstances, at the employer's discretion.

11. FAMILY CARERS LEAVE

The parties agree that subject to the following conditions, employees may access up to ten (10) days (or 75 hours) of their normal sick leave entitlements in any one year of continuous service to provide support for a member of the family, provided that –

- the employee produces satisfactory evidence of illness if requested;
- the employee must have responsibility for the care of the family member concerned;

The following are to be regarded as members of a person's family:

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

12. CLASSIFICATIONS, SALARIES AND GENERAL CONDITIONS OF EMPLOYMENT

The job title of employees will be descriptive of their work.

Salaries to be paid to employees will be those as set out in Schedule 1 of this Agreement.

Where the salary for a position is subject to annual increments, such increments will, subject to satisfactory service, be paid automatically.

Every person appointed to a position will be notified in writing of the nature and duties of the appointment and the conditions of service.

13. CONTRACT OF EMPLOYMENT

An appointment will be regarded as probationary for the first three (3) months of employment. The employer may at its discretion reduce or waive such a probationary period. Subject to the satisfactory completion of such a probationary period appointments will be confirmed.

An employee may resign at any time by the service of not less than the period of notice in writing stated below:

<u>Office</u>	<u>Period of Notice</u>
Technical Officer	One (1) month
Other classifications	Two (2) weeks

The employer may dismiss an employee on the grounds of serious misconduct or incompetence or if the employee:

- refuses or neglects to carry out his duties hereunder; or

- refuses or neglects to carry out any lawful direction of the employer; or
- is guilty of conduct tending to bring the employer into disrepute.

The employer agrees to abide by the provisions of the *Fair Work Act 1994* in relation to the termination of employment.

14. HOURS OF DUTY

The ordinary working hours of employees will be an average of 37.5 hours per week to be worked on each day (Monday to Friday inclusive) between the hours of 8.00 am to 6.00 pm with a minimum lunch break of 30 minutes per day for all employees. Such time will not count as part of the employees' ordinary working hours. In any event, no employee will be required to work more than 5 hours without such a break.

Notwithstanding clause 15, further flexibility in working hours may be introduced subject to agreement between the Board and the employees.

15. OVERTIME

On any day an employee is required to work beyond the employee's ordinary days work or outside the times prescribed by Clause 14 the first three (3) hours will be paid for at time and a half. Additional worked will be paid for at double time.

Any employee who on any day is required to remain at work or to return to work after the usual finishing time for that day and who works for one hour or more after such finishing time will, when that additional work necessitates taking a meal away from the employee's place of residence, be supplied with a suitable meal by the employer or be allowed a meal allowance of \$9.35 for other than an evening meal and \$13.45 for an evening meal, which will be paid to employees during that or the next day.

Notwithstanding sub clause 17.1, the employer and employee reserve the right to negotiate time off in lieu of paid overtime.

An employee required to work overtime will be allowed a meal break of not more than one (1) hour or less than one (1) half hour (which will not be counted as time worked) to commence not more than five hours from the commencement of work or from the end of the lunch period.

When an employee who has been required to work overtime and ceases work at a time when usual and reasonable means of public transport are not available, the employer will provide transport for such employee to the employee's home.

An employee recalled for duty after an interval of three (3) hours or more after the employees normal finishing time, will be paid at overtime rates for a minimum of three (3) hours.

When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

Any employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee does not have at least eight (8) consecutive hours off duty, between those times, will subject to this subclause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such eight (8) consecutive hours off duty, the employee will be paid at double rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Notwithstanding the above provisions, no employee will be required to work without their consent for more than 16 hours in any period of 24 hours commencing from the time the employee started work.

Payment of overtime or giving of Time Off In Lieu (TOIL) to employees whose salary exceeds the maximum salary for the classification of ASO5, is limited to instances where employees are regularly required, and there is an on-going need, for such employees to work overtime. As such, overtime is not paid to employees whose salary exceeds the maximum salary level for the classification of ASO5 for the performance of one off tasks.

16. MOTOR VEHICLES

The employer will provide a suitable motor vehicle to those employees who regularly require a motor vehicle for the purpose of carrying out their duties.

The motor vehicles will at all times remain the property of the employer. The employer will be responsible for all registration, insurance, repairs, maintenance and running expenses.

The employee will take reasonable care in the use of any such motor vehicle and return it to the employer at the expiration of his or her employment.

Employees who, at the request of the employer, agree to use their own motor vehicle in the course of their employment will be paid an agreed allowance for each kilometer traveled on behalf of the employer. The allowance so paid to cover all costs including registration, insurance, repairs, maintenance and running expenses.

17. RECREATION LEAVE

Employees who complete twelve (12) months continuous service will be entitled for each year of service to twenty (20) working days recreation leave.

Employees' annual recreation leave entitlement pursuant to this Agreement will be exclusive of public holidays which occur during any period of annual recreation leave taken and shall accrue annually on the anniversary of the day on which the relevant employees' continuous service with the employer began.

Payment of recreation leave will be at ordinary rates, plus a loading calculated at a rate of 17.5 per centum of such rates, or other such rate as determined from time to time by the Industrial Relations Commission of South Australia or other such arrangement agreed to by the parties. The total amount of loading payable in accordance with this clause will not exceed the limit prescribed in the *Public Service (Recreation Leave Loading) Award*.

Recreation leave will not be accumulated beyond two years' entitlement without the prior approval of the employer.

Employees whose service with the employer is terminated will be paid the monetary equivalent of any recreation leave due on a pro rata basis. If service is terminated through the death of an employee, such monetary equivalent will be paid to the personal representative of the employee.

18. PUBLIC HOLIDAYS

Employees will be granted, on full pay, public holidays and days gazetted as such by the State Government of South Australia.

19. LONG SERVICE LEAVE

The Long Service Leave provisions of the *Long Service Leave Act 1967 (SA)*, as amended, are hereby incorporated in and will form part of this Agreement.

Subject to the employer being proclaimed as an organisation pursuant to the *Public Sector Management Act 1995 (SA)*, the service of any employee with the employer will be regarded as service with any other organisation to which the employee is transferred and which has been so proclaimed or is a body referred to in that Act. *(At the date of this agreement the Citrus Industry Development Board is not a proclaimed organisation pursuant to the Public Sector Management Act 1995).*

20. SPECIAL LEAVE WITH PAY

20.1 Bereavement Leave

Bereavement Leave will be granted only if the death has occurred of an employee's wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child, stepfather, stepmother, stepchild, de facto spouse, guardian, foster parent, step parent, step brother/sister, half brother/sister or household member.

On such a death, an employee is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. The leave is without deduction of pay for a period not exceeding the number of hours worked by an employee in two (2) ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the Executive Officer, if requested.

Special Leave with pay will not be granted for attendance at a funeral of a relative other than those listed above.

Bereavement Leave may be granted in substitution for long service or recreation leave should an employee be absent on one of those types of leave when the death and/or funeral of a relative occurs. Subject to the approval of the Executive Officer being given for a transfer of debits, a period of long service leave or recreation leave, as the case may be, equivalent to the period of special leave approved, may be taken at the end of the period of long service or recreation leave originally approved or added to the employee's future long service leave entitlement or current recreation leave entitlement.

This leave must be taken in whole days.

An employee may take unpaid bereavement leave by agreement with the Executive Officer.

20.2 Urgent Pressing Necessity

Special Leave with pay not exceeding a total of three (3) days in any service year may be granted in circumstances of pressing necessity.

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

Where leave with pay for urgent pressing necessity is not granted, an employee may apply for leave without pay for this purpose.

This leave must be taken in whole days.

21. SPECIAL LEAVE WITHOUT PAY

21.1 Leave for Personal Pleasure

An employee may apply for leave of absence for personal pleasure (e.g. an extended overseas holiday) generally up to a maximum period of twelve (12) months. The Executive Officer may consider applications in excess of twelve (12) months if special circumstances exist.

To ensure fair and equitable treatment of all employees, leave without pay should normally be granted on the basis of one month's absence for each completed year of service with the Board. Unless there are exceptional circumstances, leave should not be granted for periods in excess of six (6) months unless the employee's service is in excess of five years.

21.2 Compassionate Reasons

Generally an employee may apply for up to twelve (12) months leave without pay as a result of their domestic obligations (i.e. to accompany partner overseas on a study tour) or as a result of special circumstances arising from maternity or child care leave and an

additional period is sought in excess of the maximum period available under parental leave.

The Executive Officer may consider applications in excess of twelve (12) months if special circumstances exist.

21.3 Work Related Releases

The Executive Officer may grant leave without pay to an employee for a work related placement outside the Board. The types of releases generally contemplated are those for staff development/wider work experience, which will be of benefit to the individual and the Board.

21.4 Other Reasons

Leave without pay for any other reason of a personal nature or otherwise may be granted at the discretion of the Executive Officer.

22. PARENTAL LEAVE

22.1 Paid Maternity Leave and Paid Adoption Leave

Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, is entitled to fourteen (14) weeks paid maternity leave.

Subject to this clause, an employee other than a casual employee, who has completed fourteen (14) months continuous service before taking custody of an adopted child is entitled to fourteen (14) weeks paid adoption leave.

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

- The total of paid and unpaid maternity leave/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption;
- An employee will be entitled to fourteen (14) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:

- To take the paid leave in two (2) periods of seven (7) weeks during the first twelve (12) months of the commencement of their paid leave; or

- To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the 28 weeks, 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
- A combination of the above.

Part time employees will have the same entitlements as full-time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

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

22.2 Return to work on a part-time basis

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.

Subject to this clause, an employee entitled to parental leave may request the Executive Officer to allow the employee to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

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

- The employee will provide such request at least six (6) weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide the Executive Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
- At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Executive Officer whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part time basis;
- An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

22.3 Conditions Specific to Adoption Leave

- The employee must provide the Executive Officer with a statement from the relevant government department as to the presumed date of placement of the child with the employee for adoption purposes; or
- a statement from the relevant government department confirming that the employee is to have custody of the child pending application for an adoption order; or
- a copy of the application to the court pursuant to the *Adoption Act 1988 (SA)* made by the employee for the adoption of the child.

If both parents of a child are employees (including employees not under the *Citrus Industry Act 2005 (SA)*):-

- Both employees are not to be granted leave at the same time except in the case of the adoption of a child resident overseas, in which case such concurrent leave will be granted provided that the period of concurrent leave does not exceed six (6) weeks;
- The leave granted to both employees in aggregate will not exceed 104 weeks. The Executive Officer before granting adoption leave to an employee may request the employee to provide a statutory declaration to the effect that no other employee is concurrently seeking adoption leave in respect of the same child;
- Where one adoptive parent has proceeded on adoption leave and the other adoptive parent (hereafter called the second parent) wishes to share adoption leave in respect of the same child, the second parent will notify the employer in writing of the date the first parent will cease adoption leave, the date upon which the second parent intends to commence adoption leave, and the name of the employer of the first parent. Such notice to the employer will be given at least fourteen days prior to the date upon which the second employee intends to commence adoption leave.

Where an employee has been granted leave on the grounds of an overseas adoption and the employee applies for leave to undertake the care of that child, the maximum period (104 weeks) of leave to be granted for the care of the child is to be reduced by the portion of leave which was taken for the purpose of the overseas adoption.

The Executive Officer will grant an employee unpaid special leave not exceeding five (5) days in total to attend any interviews, workshops, court attendances or medical examination as are necessary or required for the purpose of adopting a child provided that the employee will give notice as is reasonable but adequate in the circumstances of the desire to take such special leave.

In this sub-clause a “child” will include a person under the age of 16 years.

Adoption leave, applied for but not commenced, will be cancelled should the placement of the child not proceed.

Where the adoption of a child by an employee then on adoption leave does not proceed or continue, or if the court refuses to make an order for adoption, the employee will give written notification to the Executive Officer forthwith, and the Executive Officer will nominate a time which is fair and reasonable from receipt of notification for the employee's resumption of work.

22.4 Child Care Leave (other than 22.1)

The Executive Officer will grant leave without pay to an employee to undertake the care of a child not of school age for a period (or aggregate periods) of up to 52 weeks for any one child.

If an employee has more than one child at the time of commencing special leave without pay, the leave is deemed to have been granted to undertake the care of each child not of school age.

If both parents of a child are employees (including employees not under the *Citrus Industry Act 2005 (SA)*):-

- both employees are not to be granted leave at the same time, and
- the leave granted to both employees in aggregate will not exceed 52 weeks.
- Where an employee has been granted leave on the grounds of pregnancy and the employee applies for leave to undertake the care of that child, the maximum period (104 weeks) of leave to be granted for the care of the child is to be reduced by the portion of maternity leave which was taken after the birth of the child.

23. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

Any grievance, industrial dispute or matter likely to create a dispute arising from the interpretation and/or operation of this enterprise agreement or any industrial dispute will be dealt with in the following manner:

The parties to the Agreement are obliged to make every endeavor to facilitate the effective functioning of these procedures.

The employer and employee representative(s) will make themselves available for consultation as required under these procedures.

The employee or employee representative should discuss any grievance, problem, dispute or existence of a likely dispute with the Executive Officer in an attempt to resolve it. Notification of the grievance should contain:

- particulars of grievance;
- the grounds of appeal; and
- the relief sought

At any stage in the procedures after consultation between the parties has taken place in accordance with the procedure, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.

Where discussions involving the Executive Officer and the employee and/or employee representative have not resolved the matter, representatives of the Executive Officer, Department for Administrative and Information Services may be included in further discussions.

If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the Industrial Relations Commission of South Australia.

Without prejudice to either party and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis will mean the work situation in place at the time the matter was first raised in accordance with these procedures.

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

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

These procedures will not restrict the Board or its representatives; or its employees or representatives making representations to each other.

24. REDUNDANCY

The parties agree that the following Redundancy Provisions will apply for the life of this Enterprise Agreement. In the event that a position covered by this Enterprise Agreement is terminated as a result of a restructuring of the role of the Citrus Board or the repeal of the *Citrus Industry Act 2005 (SA)*–

When a situation arises which may lead to a position becoming redundant the Board will consult as soon as possible with any employee or employees likely to be affected.

A reasonable effort will be made to assist employees affected obtain alternate employment.

Where a continuation of employment cannot be achieved the following will apply

- A notice period of 4 weeks plus 3 weeks payment for each year of service to a maximum payment of 52 weeks salary.

- Part time employees will receive pro rata entitlements according to their hours worked.

25. CASUAL AND PART TIME EMPLOYEES

A casual employee is one who is engaged to work on short term and/or variable employment arrangements. Such an employee will not have continuity of employment.

A casual employee will receive a loading of 20% applied to the hourly rate prescribed for the work performed or such other rate as is negotiated between the parties.

This loading is in lieu of any form of paid leave and public holidays not worked except long service leave.

Casual employees are to be offered employment in writing stating that:

- they are hired by the hour;
- they will be paid for actual time worked only;
- they are not entitled to payment for public holidays not worked, nor paid leave of any type (excluding long service leave);
- their continued employment is not guaranteed.

A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours less than thirty-seven and a half (37½) per week.

Such employees will be entitled to pro rata annual leave, sick leave and payment of public holidays on which they are normally rostered but not required to work, according to hours normally worked.

A permanent part-time employee is paid for the actual hours worked at an hourly rate as follows. Annual rate x (6/313) x 1/37.5 of the negotiated rate prescribed by the Enterprise Agreement for the work performed.

Insofar as casual's entitlements to parental leave are concerned, Clause 7.1 'Parental Leave' of the *S.A. Public Sector Salaried Employees Interim Award* shall apply and the entitlement will be limited to those employees who meet the definition of 'Eligible Casual Employee' as defined at clause 7.1.1.4 of that Award.

26. ASSIGNMENT TO OTHER DUTIES

The Board may, at its discretion, direct an employee to perform any combination of duties and/or responsibilities as are within the employee's skill, competency and training, however where those duties and/or responsibilities are of a level higher than that to which the employee is appointed consideration will be given to the payment of a higher duties allowance for the period that such higher duties are performed.

With the exception of situations forming part of an equal opportunity or planned training and development programme, the higher duties/responsibilities will be allocated to the most competent, available employee.

Where it is known that the higher duties will need to be performed for a period in excess of six (6) months by the same person, then the opportunity will be advertised to all eligible employees.

When a public holiday occurs while an employee is receiving a higher duties allowance they will be paid at the higher rate for the holiday.

27. NO EXTRA CLAIMS COMMITMENT

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

The increases provided for in this Agreement are inclusive of all Safety Net increases flowing from South Australian State Wage Case decisions up to and including the date of this Agreement.

28. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

The parties to this Agreement agree that not less than three (3) months before the end of the Agreement they will seek to renegotiate a further agreement, or a variation to this Agreement. If agreement is not reached on a renegotiated agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

29. NOT TO BE USED AS A PRECEDENT

This Agreement will not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

30. SIGNATORIES TO THE AGREEMENT

.....
.....
EXECUTIVE OFFICER
for and on behalf of the SA Citrus Industry Development Board
Date

.....
.....
for and on behalf of
the employees of the SA Citrus Industry Development Board
Date

SOUTH AUSTRALIAN CITRUS INDUSTRY DEVELOPMENT BOARD

SCHEDULE 1

Name	Current Salary	1 Oct 2004 (3.75%*)	1 Oct 2005 (3.75%)	1 Oct 2006 (3.5%)	1 Oct 2007 (3.5%)	1 Oct 2008 (3.5%)
Finance Officer/ Promotions Coordinator	50128	52008	53958	55847	57802	59825

*Inclusive of the 3.5% administrative increase received 24 May 2005

SCHEDULE 2 – ADMINISTRATIVE SERVICES STREAM

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
ASO-1	17 years & under	\$19,194	\$19,866	\$20,561	\$21,281
	18 years	\$22,290	\$23,070	\$23,877	\$24,713
	19 years	\$25,386	\$26,274	\$27,194	\$28,146
	20 years	\$28,481	\$29,479	\$30,510	\$31,578
	1st year adult	\$30,958	\$32,042	\$33,163	\$34,324
	2nd year adult	\$31,744	\$32,855	\$34,005	\$35,195
	3rd year adult	\$32,605	\$33,746	\$34,927	\$36,149
	4th year adult	\$33,391	\$34,560	\$35,770	\$37,022
	5th year adult	\$34,179	\$35,375	\$36,613	\$37,894
	6th year adult	\$35,036	\$36,262	\$37,531	\$38,845
ASO-2	1	\$37,253	\$38,557	\$39,906	\$41,303
	2	\$38,787	\$40,145	\$41,550	\$43,004
	3	\$40,321	\$41,732	\$43,193	\$44,705
ASO-3	1	\$43,385	\$44,903	\$46,475	\$48,102
	2	\$44,919	\$46,491	\$48,118	\$49,802
	3	\$46,453	\$48,079	\$49,762	\$51,504
ASO-4	1	\$49,584	\$51,319	\$53,115	\$54,974
	2	\$50,729	\$52,505	\$54,343	\$56,245
	3	\$51,874	\$53,690	\$55,569	\$57,514
ASO-5	1	\$55,298	\$57,233	\$59,236	\$61,309
	2	\$57,413	\$59,422	\$61,502	\$63,655
	3	\$59,679	\$61,768	\$63,930	\$66,168
	4	\$61,944	\$64,112	\$66,356	\$68,678
ASO-6	1	\$64,060	\$66,302	\$68,623	\$71,025
	2	\$66,024	\$68,335	\$70,727	\$73,202
	3	\$67,989	\$70,369	\$72,832	\$75,381
ASO-7	1	\$70,714	\$73,189	\$75,751	\$78,402
	2	\$72,775	\$75,322	\$77,958	\$80,687
	3	\$74,730	\$77,346	\$80,053	\$82,855
	4	\$76,759	\$79,446	\$82,227	\$85,105
ASO-8	1	\$79,691	\$82,480	\$85,367	\$88,355
	2	\$81,269	\$84,113	\$87,057	\$90,104
	3	\$82,849	\$85,749	\$88,750	\$91,856
Manager Administrative Services					
MAS 1	1	\$69,501	\$71,934	\$74,452	\$77,058
MAS 2	1	\$78,263	\$81,002	\$83,837	\$86,771
MAS 3	1	\$84,354	\$87,306	\$90,362	\$93,525

SCHEDULE 3 – TECHNICAL SERVICES STEAM

Classification	Step	Current	First full pay period on or after 1/10/2006	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
TGO-0	16 years & under	\$16,284	\$16,854	\$17,443	\$18,054
	17 years	\$19,416	\$20,095	\$20,798	\$21,526
	18 years	\$22,547	\$23,336	\$24,152	\$24,998
	19 years	\$25,678	\$26,577	\$27,507	\$28,470
	20 years	\$28,810	\$29,818	\$30,861	\$31,941
	1st year adult	\$31,315	\$32,411	\$33,545	\$34,719
	2nd year adult	\$32,260	\$33,389	\$34,558	\$35,768
	3rd year adult	\$33,333	\$34,500	\$35,708	\$36,958
	4th year adult	\$34,393	\$35,597	\$36,843	\$38,133
	5th year adult	\$35,434	\$36,674	\$37,958	\$39,287
TGO-1	6th year adult	\$36,408	\$37,682	\$39,001	\$40,366
	7th year adult	\$37,605	\$38,921	\$40,283	\$41,693
	8th year adult	\$38,815	\$40,174	\$41,580	\$43,035
	9th year adult	\$40,029	\$41,430	\$42,880	\$44,381
	18 years	\$30,828	\$31,906	\$33,023	\$34,180
	19 years	\$32,246	\$33,373	\$34,542	\$35,751
	20 years	\$33,663	\$34,840	\$36,060	\$37,323
	1st year adult	\$35,434	\$36,674	\$37,958	\$39,287
	2nd year adult	\$36,408	\$37,682	\$39,001	\$40,366
	3rd year adult	\$37,605	\$38,921	\$40,283	\$41,693
TGO-2	4th year adult	\$38,815	\$40,174	\$41,580	\$43,035
	5th year adult	\$40,029	\$41,430	\$42,880	\$44,381
	6th year adult	\$41,239	\$42,682	\$44,176	\$45,722
	7th year adult	\$42,467	\$43,953	\$45,491	\$47,083
	8th year adult	\$43,846	\$45,381	\$46,969	\$48,613
	9th year adult	\$45,072	\$46,650	\$48,283	\$49,973
	1	\$48,671	\$50,374	\$52,137	\$53,962
	2	\$50,271	\$52,030	\$53,851	\$55,736
	3	\$51,874	\$53,690	\$55,569	\$57,514
	TGO-3	1	\$54,391	\$56,295	\$58,265
2		\$55,901	\$57,858	\$59,883	\$61,979
3		\$57,413	\$59,422	\$61,502	\$63,655
TGO-4	1	\$59,076	\$61,144	\$63,284	\$65,499
	2	\$60,510	\$62,628	\$64,820	\$67,089
	3	\$61,944	\$64,112	\$66,356	\$68,678
TGO-5	1	\$64,060	\$66,302	\$68,623	\$71,025
	2	\$66,024	\$68,335	\$70,727	\$73,202
	3	\$67,989	\$70,369	\$72,832	\$75,381