

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	City of Adelaide Wages Enterprise Agreement No.10
<b>Employer</b>	Corporation of the City of Adelaide
<b>Case number</b>	ET-22-00590

## Orders - Approval of Enterprise Agreement City of Adelaide Wages Enterprise Agreement No.10

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 21 March 2022 and have a nominal life extending until 30 June 2023.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

**Commissioner Cairney**

**21 Mar 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**The Corporation of the City of  
Adelaide**

**Wages Enterprise Agreement  
No 10, 2020**

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# THE CORPORATION OF THE CITY OF ADELAIDE WAGES ENTERPRISE AGREEMENT No 10, 2020

## 1. APPLICATION AND OPERATION

### 1.1. Title

- 1.1.1. This Agreement shall be known as the Corporation of the City of Adelaide Wages Enterprise Agreement No 10, 2020.

### 1.2. Parties to Agreement

- 1.2.1. The parties to this Agreement shall be as follows:

- The Corporation of the City of Adelaide (the employer)
- The following employee organisations:
  - Australian Workers Union (AWU)
  - Construction, Forestry, Mining and Energy Union (CFMEU)
  - Communications, Electrical and Plumbing Union (CEPU)
  - Transport Workers Union of Australia (TWU)

And covers all employees employed pursuant to the Adelaide City Corporation Award excluding those employed at the Adelaide Aquatic Centre and U-Park.

### 1.3. Date and Period of Operation

- 1.3.1. This Agreement shall operate on and from 1 July 2020 and shall remain in force for a period of three (3) years from that date. It will have a nominal expiry date of 30 June 2023.
- 1.3.2. The parties agree that within twelve (12) months prior to the date of expiry of this Agreement, they will convene to negotiate a new Agreement.

### 1.4. Definitions

- 1.4.1. **Agreement** shall mean the Corporation of the City of Adelaide Wages Enterprise Agreement No 10, 2020.
- 1.4.2. **Alternative Labour** shall mean the use of contractors, agency labour hire or other sources of labour that are not employees of the Corporation.
- 1.4.3. **Benchmarking** shall mean the process of comparing the competitiveness of a similar service or project with others on a criteria of quality and cost, incorporating the process of comparative pricing.
- 1.4.4. **Best Practice** shall mean the Corporation, its employees and their Unions adopt a quality service approach to the management and operation of all facets of its organisation. This should include continuous improvement, performance measurement and benchmarking, with the customers (ratepayers/clients) as the primary focus.
- 1.4.5. **Competitive Tendering** shall mean exposing the provision of the Corporation's Capital Works or services to competition through a public tender process, including services provided by Corporation employees.

- 1.4.6. **Consultation** is an agreed process that will have regard to employees' interests in the formulation and decisions that will have a direct impact on them. It provides employees with a genuine opportunity to have input, seek clarification and provide feedback prior to decisions being made and implemented.
- 1.4.7. **Continuous Improvement** shall mean a team approach applied to the ongoing identification, review and implementation of improved work and management practices to provide quality, competitive customer services.
- 1.4.8. **Corporation** shall mean the Employer as the Corporation of the City of Adelaide.
- 1.4.9. **Employee**, unless specifically indicated, shall refer to full-time, part-time and casual wages employees of the Corporation, party to this Agreement.
- 1.4.10. **Family and Domestic Violence** means physical, sexual, financial, verbal or emotional abuse by an immediate family member.
- 1.4.11. **Immediate Family** means:
- a) a partner (including spouse, de facto or domestic partner including same sex partner or former partner) of the employee
  - b) a child or adult child (including an adopted child or a step child)
  - c) a parent, grandparent, grandchild, sibling of the employee or partner of the employee.
- 1.4.12. **Leader** shall mean but is not limited to the roles of Director, Associate Director, Manager, Team Leader or Workgroup Leader.
- 1.4.13. **Outsourcing** shall mean an arrangement whereby the Corporation enters into a contract with a service provider from outside the Corporation for the provision of goods and/or services that have previously been provided internally.
- 1.4.14. **Parties** shall mean those parties who are covered by this Agreement.
- 1.4.15. **SAET** means the South Australian Employment Tribunal.

## **1.5. No Extra Claims**

- 1.5.1. It is a term of this Agreement that the parties will not pursue any extra wage claims, Award or over Award, for the life of the Agreement, with the exception of redundancy provisions as outlined in Clause 2.7 – Affected Employees, which will be negotiated if and when they are needed.

## **1.6. Relationship to the Existing Award**

- 1.6.1. This Agreement shall be read and interpreted in conjunction with the Adelaide City Corporation Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of any inconsistency.
- 1.6.2. An employee commencing their employment with the Corporation after the date on which this Agreement comes into operation, shall be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee or engaged persons (externally sourced), including apprentices or trainees shall be employed other than under the terms of this Agreement as a minimum.

### **1.7. Strategic Direction**

- 1.7.1. To achieve the strategic direction of the Corporation, the operating philosophy is to deliver quality and competitive services required by customers.
- 1.7.2. This Agreement will continue to promote gains in productivity, efficiency, flexibility and co-operation in the workplace, by engendering a consultative culture committed to the process of continuous review and improvement of the Corporation's services.
- 1.7.3. The parties are committed to the delivery of quality services and achieving competitive performance through the adoption and promotion of the Corporation's Values, namely:
  - Achievement
  - Collaboration
  - Customer Commitment
  - Integrity
  - Innovation
- 1.7.4. The parties to this Agreement agree to participate in initiatives to encourage organisational culture change that may include change(s) to the organisation's values and behaviours, to ensure that the Corporation achieves ongoing recognition as a leading local government service provider and employer of choice.
- 1.7.5. The parties agree that any proposed workplace change will be managed in accordance with the Workplace Change and Change Management provisions of this Agreement.

### **1.8. Employee Protection**

- 1.8.1. This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided, as a whole by the employer, applicable at the time of certification of the Agreement.

## **2. EMPLOYEE RELATIONS**

### **2.1. Dispute Settling Procedure**

- 2.1.1. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to customer service and work performance. It is the intention for matters to be resolved promptly at the local level.
- 2.1.2. During any dispute, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction unless an employee has a reasonable concern about an imminent risk to his or her health and/or safety.
- 2.1.3. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 2.1.4. 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.

2.1.5. Notwithstanding any other provisions having application to the Corporation, any grievance or dispute shall be handled as follows:

Stage 1: Discussions between the employee(s) and supervisor and, if requested, the employee's representative which may include a union workplace representative.

Stage 2: Discussions between the employee(s) and the manager, the employee's representative which may include a union representative and a member of the People Program.

Stage 3: Discussion between the employee, the relevant manager, the associate director, People Program (or his/her delegate) and the employee's representative (if requested) which may include a union representative.

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

2.1.7. Sensible time limits shall be allowed for the completion of the various stages. Discussions outlined in the stages above should, if possible, take place within 24 hours after the request of the employee or the employee's representative. All stages of the procedure should, where practicable be finalised within seven (7) days.

2.1.8. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the SAET.

2.1.9. The SAET may deal with the dispute in two (2) stages:

- a) the SAET will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and
- b) If the SAET is unable to resolve the dispute at the first stage the SAET may then:
  - arbitrate the dispute and
  - make a determination that is binding on all parties.

2.1.10. In order to allow for peaceful resolution of grievances, the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

2.1.11. The parties shall ensure that all practices applied during the operation of the procedure are in accordance with equal opportunity and safe working practices and are consistent with established custom and practice at the workplace.

## **2.2. Employee Disciplinary Procedure**

2.2.1. The parties agree that the Employee Disciplinary Policy and Procedures as detailed in Appendix B of this Agreement shall continue to apply.



## **2.3. Enterprise Agreement Consultative Committee (EACC)**

2.3.1. The parties to this Agreement are committed to establishing a consultative mechanism for the identification, review and implementation of productivity improvement initiatives. It is intended that the consultative committee will engage in matters that give rise to the operation of this Agreement and the Award covering this Agreement.

2.3.2. To assist in the implementation of these initiatives, an Enterprise Agreement Consultative Committee will be established comprising of:

- Four (4) employee representatives
- Four (4) employer representatives
- One (1) union representative from each of the unions, and
- One (1) union official from each union in an ex-officio role

2.3.3. The Committee will be responsible for:

- Reviewing and monitoring the progress of the Agreement.
- Where necessary, establishing working parties to progress productivity improvement initiatives. Working parties will be expected to report back to the consultative committee on the progress of assigned initiatives. Working parties may consist of additional representatives with expertise relevant to specific projects.
- Considering reports provided by working parties and employer representatives on matters provided for in this Agreement, including, but not limited to, the number and length of engagement for alternative labour employee roles and the usage of wet plant hire and subcontractors.
- Reaching consensus on productivity improvement initiative reviews, *and*
- Monitoring the implementation of productivity improvement initiatives.

2.3.4. Localised implementation of productivity improvement initiatives arising from this Agreement will be the responsibility of the relevant team leader/manager.

## **2.4. Work Health and Safety**

2.4.1. The parties agree that they are committed to ongoing continuous improvement of work health and safety standards in the workplace.

## **2.5. Organisational Competitiveness**

2.5.1. The parties to this Agreement are committed to continuous improvement as an ongoing process, which seeks to ensure that all parts of the organisation operate at a level of efficiency and cost effectiveness which, taking into consideration all relevant factors, compares favourably with external providers of similar services.

2.5.2. To enable the Corporation to compete fairly with market competitors, the allocation of overheads and indirect costs needs to be carefully considered, in order to ensure that employees and outside providers are being assessed on a fair and equitable basis

and having regard to the level of community service, quality, timeliness etc, of the service, as well as cost.

- 2.5.3. It is particularly recognised that Local Government carries a cost of governance, (which is a cost not normally borne by outside providers) and, therefore, should not in principle be included in the evaluation of competitive service delivery.
- 2.5.4. Accordingly, the Corporation is continually undertaking a process of testing competitiveness of many of its activities and functions. The Corporation is also committed to providing employees with opportunities to become competitive in service cost, quality and delivery, providing that it is economically viable to do so.
- 2.5.5. Employees will be given the opportunity to participate in the process and will be encouraged and trained to design and adopt new work methods and technology to achieve optimum efficiency and effectiveness.
- 2.5.6. The method of reviewing the activities and functions include the following key processes:
  - determination of the quality and standard of service delivery
  - determination of the full cost of service delivery
  - establishment of appropriate financial and non-financial key performance indicators
  - development of service specifications incorporating the above three points
  - testing of the program's activities using these indicators
  - setting of improvement targets for non-competitive activities and functions that demonstrate competitiveness can be achieved, and
  - determination, if appropriate, of actions to achieve targets
- 2.5.7. Where the Corporation, through the review process, has determined that actions are required to bring about internal competitiveness, they may include changes to work practices and service delivery. Employees will be provided with necessary training to facilitate these changes.
- 2.5.8. Where the Corporation deems a service to be uncompetitive, the parties agree that alternative service delivery options, including competitive tendering and outsourcing will be considered and, in such instances, the provisions of Clause 2.6 – Workplace Change will apply.

## **2.6. Workplace Change**

- 2.6.1. There will be full, open and honest disclosure of all information relevant to any proposed change, presented within a timeframe to allow meaningful consideration and consultation to take place.
- 2.6.2. In situations where the implementation of changes are likely to have significant effects on employees, the Corporation undertakes to notify the relevant union(s) in writing, specifying the proposed changes and the effects of such changes.
- 2.6.3. Significant effects include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the need to transfer employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall not be deemed to have significant effect.

- 2.6.4. The Corporation shall discuss with the employees affected and their union/s, the introduction of the changes, the effects the changes are likely to have on employees and the measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions, in relation to changes.
- 2.6.5. As soon as change is considered, there will be consultation involving all parties who may be affected by the change.
- 2.6.6. For the purposes of such discussion, the Corporation shall provide in writing to the employees concerned and their union/s, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Corporation shall not be required to disclose confidential information, the disclosure of which would be detrimental to the interests of the Corporation.
- 2.6.7. Any changes that will affect employee numbers will occur in accordance with Clause 2.7 - Affected Employees of this Agreement.

## **2.7. Affected Employees**

- 2.7.1. The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with as follows:

- a) Where, as a consequence of implemented changes, employees are deemed excess to requirements, the Corporation undertakes to make practicable efforts, in consultation with the affected employee/s and the unions, to transfer the employee/s to other positions within the Corporation commensurate as near as possible to their existing classifications and skills.

Where such a transfer is not practicable within a period of 6 (six) months, the employee/s may be provided where possible with a transfer to other work and the Corporation will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties.

- b) Where an employee is transferred to a position carrying a lower classification than their "old" classification, their wage rate will be maintained for a period of twelve (12) months.

Such wage rates shall not include "as earned" allowances or additional benefits directly applicable to the previous position. These wage rates will, however, receive all increases during that twelve (12) month period that would have been afforded to the employee had he or she remained in that classification and all other "payable for all purposes" allowances.

- c) At the conclusion of the twelve (12) month period, where an employee has been transferred to a position holding a lower classification, such employee will retain their "old" wage rate and will not receive the benefit of increases to that wage rate until the employee's "new" classification "catches up" and the differential is absorbed. At this time the employee will be reclassified to the new classification.

- 2.7.2. Employees whose positions are deemed excess to requirements may also be offered a Targeted Voluntary Separation Package (TVSP).

2.7.3. If the Corporation is faced with circumstances that may necessitate an employee(s) being made forcibly redundant, the Corporation will enter into discussions with the relevant parties to this Agreement. These discussions will provide the opportunity for the parties to negotiate an improved redundancy agreement.

2.7.4. While these negotiations are proceeding, the following conditions will apply:

- The existing redundancy provisions as per the policy on Guidelines for Targeted Voluntary Separation Packages, are accepted as the minimum entitlement.
- The provisions of Clause 1.5 - No Extra Claims of this Agreement allow for this negotiation to take place.
- There shall be no forced redundancies except in circumstances described previously in this clause.

2.7.5. Where, as a result of such discussions, a variation to this clause is required, the Agreement provides parties with a procedure for such discussions, as referred to in Clause 2.1 – Dispute Settling Procedure and such variation will only have effect if:

- it is agreed by all the parties who are bound by this Agreement when the variation is made, and
- it is approved by the SAET in accordance with the provisions of the *Fair Work Act SA 1994*.

## **2.8. Matters for Review**

### **Classification Structure**

2.8.1. The Parties recognise that the classification structure contained in the Award is no longer suitable for the changing needs of the Corporation.

2.8.2. During the life of the Agreement the EACC will undertake to develop a classification structure.

2.8.3. It is agreed that any changes resulting from this review will take effect following majority acceptance from employees covered by this Agreement and this Agreement being amended and certified by the SAET.

### **Hours of Work**

2.8.4. The parties agree to review the current Hours of Work contained at Part 4. During the life of the Agreement the EACC will discuss options for flexibility in relation to the hours of work to ensure service needs are effectively met 24 hours a day, seven (7) days a week.

## **3. EMPLOYMENT CATEGORIES**

### **3.1. Probationary employment**

3.1.1. The Corporation may engage new employees or promote existing employees on a probationary basis of three (3) months duration for the purpose of facilitating the assessment of an employee's work performance.

- 3.1.2. Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance), will not occur before the employee has been reasonably counselled by the Corporation.
- 3.1.3. If during or at the completion of the probationary period the Corporation terminates the employment of an employee, the employee will be given two (2) weeks' notice or the Corporation may pay two (2) weeks wages in lieu of notice.
- 3.1.4. Where an existing employee is promoted to a position with a higher classification under this Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employee's suitability for the position.
- 3.1.5. Where an employee has acted in the position within a 12 month period for an accumulated period of three (3) months, the employee will be considered to have satisfied the probationary period.
- 3.1.6. The probationary period for new employees or existing employees may be extended for a further period if an assessment of work performance is unsatisfactory at the end of the initial three (3) months.

### **3.2. Full-time Employment**

- 3.2.1. A full-time employee is an employee engaged to work 38 hours ordinary hours per week.

### **3.3. Part-Time Employment**

- 3.3.1. An employee who performs work of less than 38 hours per week on a regular basis, shall be engaged as a regular part-time employee.
- 3.3.2. Such employee shall be employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee on a pro-rata basis according to the normal weekly hours worked.
- 3.3.3. Part-time employees may have hours of work extended by mutual agreement, up to 8.5 hours per day, without attracting overtime. Such provision will apply in the case of providing relief in occasions of leave, absence and operational requirements.

### **3.4. Fixed Term Employment**

- 3.4.1. Whilst permanent employment is preferred, in some instances fixed term contract arrangements are acceptable in preference to alternative labour sources.
- 3.4.2. A fixed term employee is one engaged pursuant to a contract of employment for a specific period of time, for a specific task or tasks, or to cover long term absences of other employees and will be clearly identified at the time of engagement.

### **3.5. Casual Employment**

- 3.5.1. An employee may be engaged as a casual on an hourly contract of employment.
- 3.5.2. In addition to the appropriate ordinary hourly rate prescribed under this Agreement a casual employee is entitled to be paid a casual loading of 25%.

- 3.5.3. The casual loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) the insecurity of employment and payment for public holidays not worked.
- 3.5.4. Overtime or penalty rates as prescribed in accordance with this Agreement will apply where a casual employee is required to work outside of the ordinary hours or in excess of the ordinary hours. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the casual loading.
- 3.5.5. Where a casual employee, on any day, reports for duty without having received notices before leaving home that they are not required, the employee will be paid no less than three (3) hours.

### **3.6. Alternative Labour**

- 3.6.1. For the purposes of this clause “alternative labour” means agency labour hire.
- 3.6.2. Alternative labour are not employees of the Corporation and, therefore, administration and payroll issues are the responsibility of the agency.
- 3.6.3. The introduction of alternative labour is aimed at ensuring continuity of service delivery to the community.
- 3.6.4. The introduction of alternative labour is not intended to replace the existing permanent workforce.
- 3.6.5. Alternative Labour may be used (but not limited to) the following circumstances:
- Seasonal work loads
  - Emergency conditions or otherwise unforeseen circumstances
  - Capital works program requirements
  - Extended leave periods
  - Project work or specific programs

The hire of alternative labour is subject to budget approval process.

- 3.6.6. Alternative labour will be managed in the following way:
- a) Alternative labour will be introduced at base grade level. Exceptions may be made on the basis of skills required following consultation with the relevant work area.
  - b) It is the role of the Corporation to clearly specify the work skills and competency levels required for alternative labour that compliments the work team they will be assigned to. If this involves the driving or operation of mechanical plant, then the labour hire employee must show proof of current accreditation/certification or licence to operate this equipment.
  - c) Alternative labour employees are not permitted to commence work without confirmation from the agency of these pre-requisite skills and competencies. This will be by way of signed conditions for the use of agency alternative labour.
  - d) Payment for alternative labour will be based on the equivalent classification applied to the Corporation permanent employees for the work being undertaken. Additional casual loadings are to be determined and paid by the

agency.

- e) Any significant change in the duties performed during the period of hire will require consultation with the relevant leader and workgroup. The agency must be advised if a change in classification level occurs.
- f) Alternative labour should not be used for work activities above base grade level where the Corporation has the opportunity to train and develop its permanent workforce and the appropriate skills and competencies are available within the workforce.
- g) Preference for overtime is given to appropriately skilled permanent employees and those employed on specific project work. If no suitably skilled employees from within the work area make themselves available, alternative labour employees may be considered.
- h) Alternative labour employees will be subject to all Corporation policies and procedures during their period of hire. Induction to safety procedures and other relevant policies will be provided.
- i) Alternative labour employees can be utilised for a period of three (3) consecutive months, after which the relevant leader must provide a report to the Associate Director justifying further extension of the arrangement.
- j) If a position, or a number of positions, is being continuously filled by the same individual alternative labour employee for twelve (12) months or more, then the nature of the employment is to be reviewed for permanency.
- k) If further extension of the arrangement is not being considered, then as a matter of courtesy one (1) weeks' notice will be provided to the agency.
- l) Alternative labour employees have no access to acting in higher duties positions and cannot supervise Corporation employees. If a circumstance arises that falls outside this specific guideline, then consultation shall occur with the affected employees.

### **3.7. Wet Plant Hire and Sub-Contractors**

- 3.7.1. In accordance with the ongoing requirements of the Corporation, wet plant hire and subcontractors will be utilised for the sole purpose of Capital Works and Operating Projects or those works that require additional assistance to the Corporation's workforce beyond its core functions.

## **4. HOURS OF WORK AND RELATED MATTERS**

### **4.1. Hours of Work**

- 4.1.1. The payment of wages in this clause for ordinary hours of work will override the payment of wages set in the Award that is referred to in Clause 1.6 of this Enterprise Agreement.

### **4.2. Span of Hours**

- 4.2.1. The normal span of hours will be 6.00am – 6.00pm per day Monday to Friday, unless otherwise indicated in this document for specific workgroups who will have a span of hours of 5.00am – 5.00pm or 7.00am – 7.00pm. (See Appendix D of this document for the span of hours for specific workgroups)

- 4.2.2. An early start or late finish penalty of 30% for the first two hours and then 50% thereafter will be paid to all employees who work outside the span of hours 6am-6pm or as otherwise indicated in Appendix D.
- 4.2.3. Any permanent change to the span of hours during the life of this Agreement will be by negotiation and agreement as per Clause 4.4 – Changes of Hours of this Agreement.

### 4.3. Spread of Hours

- 4.3.1. The ordinary hours of work shall be 76 hours in a work cycle of fourteen (14) days worked Monday to Friday - Refer to Appendix C Rostered Days Off 9-Day Fortnight Arrangement.
- 4.3.2. Provided that by mutual agreement with an employee/s and the employer, an employee/s may agree to work no less than four (4) hours and up to a maximum of twelve (12) ordinary hours once on any day, and these arrangements are only applicable to those employees concerned.

### 4.4. Changes to Hours of Work

- 4.4.1. The parties recognise the need for changes in the delivery of services, cyclic and seasonal demands, which may require the need to change the hours of work. Such changes are not intended to provide a substitute for overtime entitlements but enable the Corporation to provide effective and efficient services.
- 4.4.2. While it is the intention of the Corporation to seek changes to the hours of work through consultation and mutual agreement with the employee/s concerned, where mutual agreement cannot be reached, the following conditions will apply.

Period of Notice	Type of Change	Means of Change
28 days	<b>Seasonal</b>	<ul style="list-style-type: none"> <li>• Consultation with individual employee or if agreement reached with the majority of team, the proposed change will be implemented, or</li> <li>• Provision of notice</li> </ul>
14 days	<b>Short-Term / Specific Projects</b> Two (2) weeks minimum – six (6) weeks maximum	<ul style="list-style-type: none"> <li>• Consultation with individual employee or if agreement is reached with the majority of team, the proposed change will be implemented, or</li> <li>• Provision of notice</li> </ul>
Non applicable	<b>A period of less than 2 weeks</b>	<ul style="list-style-type: none"> <li>• Change through mutual agreement, or</li> <li>• Overtime / TOIL</li> </ul>
14 days	<b>Permanent Change within span of hours (5.00am–5.00pm; 6.00am–6.00pm; 7.00am-7.00pm)</b>	Change through mutual agreement or by provision of notice.
By negotiation	<b>Permanent Change outside span of hours (5.00am–</b>	Discuss as part of the Change Management Process. By negotiation



	<b>5.00pm; 6.00am–6.00pm; 7.00am-7.00pm) - includes introduction of shift work/alternate rostering/split shifts</b>	
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4.4.3. The proposed changes to working hours can include the ability to work twelve (12) hour shifts including meal breaks, provided that this is reached through mutual agreement as per clause 4.3 - Spread of Hours of this Agreement.

#### **4.5. Flexible Working Hours – Construction and Maintenance**

4.5.1. By mutual agreement between the employer and the majority of employees in the work section or sections concerned, ordinary hours not exceeding twelve (12) in a day, may be worked subject to:

- The days worked will be Monday to Friday (excluding public holidays).
- The proposed shift will commence at 5.00am, 6.00am or 7.00am.
- Paid meal breaks will be provided and observed, one (1) of 30 minutes and one (1) of 20 minutes spaced four (4) hourly.
- Proper supervision will be provided.
- Any employee unable to work the proposed shift will be transferred to another work group and suffer no disadvantage as a result
- The completion of three (3) successive twelve (12) hour shifts shall be considered as equivalent to 38 hours of normal time worked (i.e., half the normal work fortnight). Any hours of work on a subsequent day or days will be paid at overtime rates.
- The nine (9) day fortnight and RDO arrangements will not be affected.
- Hours worked outside the normal hours will be treated in accordance with other sub-clauses of this clause.
- Programming of flexible working hours takes into consideration the normal working fortnight to ensure that no more than 42 hours, and no less than 34 hours are worked in any week to achieve a 76 hour fortnight.

#### **4.6. Meal Breaks**

4.6.1. Employees may take a 15 minute paid morning tea break at a time convenient to operational needs.

4.6.2. There will be a cessation of work and of working time for the purpose of a meal on each day of not less than 30 minutes to be taken no sooner than four (4) hours and no later than six (6) hours after the commencement of work.

#### **4.7. Travel Arrangements**

4.7.1. It is a feature of this Agreement that the practice of not returning to the depot by employees to have their lunchbreak will continue to be observed provided that the Corporation continues to provide the appropriate amenities required in accordance

with the *Work Health and Safety Act 2012* at the worksite or at a Corporation provided facility in the near vicinity.

#### **4.8. Wash Up Time**

- 4.8.1. The parties agree that where necessary, a maximum of five (5) minutes will be allowed for the purposes of employees cleaning up prior to the taking of a lunch break and/or prior to finishing work for the day. In extraordinary circumstances (by agreement between the Corporation and the employees), a greater amount of time may be shown to be warranted and, therefore, granted.

#### **4.9. Overtime**

- 4.9.1. Where there is a requirement to work overtime in a section, such overtime shall be offered equally amongst Corporation employees in that section. If no suitable person is available in the section, the overtime can be offered to another person covered by this Agreement.
- 4.9.2. Competent and suitably qualified supervisory employees may perform work ordinarily carried out by an employee bound by this Agreement on planned overtime provided that no employee is able to be found to perform same. Such work to be performed is clearly demonstrated to be required as a matter of urgency.

#### **4.10. Rostered Days Off (RDO) Arrangement**

- 4.10.1. The parties agree that the Rostered Day Off (RDO) Arrangement is as detailed in Appendix C of this Agreement.

#### **4.11. Specific Projects**

- 4.11.1. Where the Corporation and its employees agree to work their ordinary hours outside the span of hours for designated and agreed specific projects then a penalty of 50% shall apply for those ordinary hours worked outside the span of hours. Where six (6) or more ordinary hours are worked between 6.00pm and 6.00am then the 50% penalty will apply to all ordinary hours worked. Where overtime is worked pursuant to this clause, overtime for the first two (2) hours will be paid at the 50% penalty, with double time thereafter.
- 4.11.2. No employee will commence work on a specific project without having had a minimum ten (10) hours break.
- 4.11.3. No employee, following the completion of a specific project, will resume normal work without having a minimum ten (10) hour break.
- 4.11.4. Where the ten (10) hour break provision overlaps with the employee's ordinary hours of work, the employee will be paid at single time for overlapped hours not worked or be paid at double time for such overlapped hours worked.

#### **4.12. Ten Hour Break**

- 4.12.1. The parties agree that where an employee works so much overtime between the conclusion of work on one day and the commencement of work on the next day, that they have not had at least ten (10) consecutive hours off duty, they shall be released until they have had ten (10) hours off duty without loss of pay for ordinary hours occurring during such absence.

#### **4.13. Time off in Lieu**

- 4.13.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime, at a time or times agreed with the employer.
- 4.13.2. Time off in lieu taken during ordinary time hours, shall be taken at the equivalent overtime rate.
- 4.13.3. An employee may accrue a maximum entitlement of 38 hours of actual time off in lieu of payment for overtime worked. Where such time is not taken off within three (3) months of accrual, payment will be made to the employee concerned for such time.

### **5. WAGES, BENEFITS AND OTHER CONDITIONS**

#### **5.1. Relieving in a Higher Level Position**

- 5.1.1. An employee may be requested to undertake duties and responsibilities of a higher level position beyond the scope of the Award covering the employee's substantive role or of a position to which another Award/Agreement may apply.
- 5.1.2. The employee will perform the duties on the first occasion for a continuous period of five (5) days or more and on any other occasion for one (1) day or more in order to be entitled to higher duties.
- 5.1.3. If an employee relieving in a higher level position pursuant to this clause commences annual leave, that employee shall continue to receive the higher payment entitlement as prescribed in this clause, provided that the employee has been in receipt of such payment continuously for three (3) calendar months prior to the taking of annual leave.
- 5.1.4. If an employee relieving in a higher level position pursuant to this clause and during that period is absent on a period of personal leave or on a public holiday, the employee shall continue to receive the higher payment entitlement as prescribed in this clause provided that the period of relieving covers the days immediately prior to and after the personal leave or public holiday.

#### **5.2. Mixed Functions**

- 5.2.1. Where an employee is engaged for two (2) hours or more on any one (1) day on duties of a higher level, the employee shall be paid the rate applicable to the higher level for the whole day.
- 5.2.2. Where an employee is engaged for less than two (2) hours on any one (1) day on duties of a higher level, the employee shall be paid the rate applicable to the higher level only for the actual time worked at the higher level.

#### **5.3. Organisational Development**

- 5.3.1. The parties are committed to the ongoing personal and professional development of employees and the use of personal development plans. These plans form part of an integrated strategy designed to accelerate the performance of the Corporation and enable employees to deliver quality services. It will provide for the following:
  - Individual performance and development plans
  - The continued development of a flexible team-based work culture
  - Program development planning

- Individual and team performance planning
- Performance coaching and development
- Formalised performance feedback, and
- Competency-based training

5.3.2. The Corporation is committed to providing development opportunities to all of their employees and have policies in place to provide access to these opportunities as published on the Council Intranet (OSCAR).

#### **5.4. Payment for Training Undertaken Outside Ordinary Hours**

5.4.1. Employees required by the Corporation to undertake agreed training outside of their ordinary hours, shall be paid at single time or by mutual agreement, time off in lieu on an hour for hour basis may be taken. Such training shall be organised in consultation with the employees.

#### **5.5. Wage Increases**

5.5.1. The following wage increases shall apply for this Agreement:

A total of 6.0% over three (3) years to be paid as follows:

- An increase of 2.5% to apply to the all-purpose rate backpayed to 1 July 2020
- An increase of 2.0% to apply to the all-purpose rate from the first full pay period commencing on or after 1 July 2021
- An increase of 1.5% to apply to the all-purpose rate from the first full pay period commencing on or after 1 July 2022

#### **5.6. Allowances and Insurance**

5.6.1. The parties agree that all allowances (excluding travel, meals and first aid allowances) have been incorporated into the all-purpose rate of pay prescribed within this Agreement. Employees covered by this Agreement will not be eligible to make claim for any allowances (including the Disabilities Allowance), other than those stated within this Agreement.

5.6.2. The following allowances will be paid in addition to the all-purpose rate of pay prescribed within this Agreement:

- Meal Allowance** – any employee who is required to continue working after their ordinary finishing time for more than two (2) hours and who has not been notified the previous day that they will be so required to work, will either be supplied by the Corporation with all necessary meal/s or else be paid \$19.75. This figure will be reviewed annually and increased in line with Adelaide All Groups CPI as of March each year.
- First Aid Allowance** – a certificated first aid officer who is nominated by the employer to act on such certification is paid \$25.66 per week. This will be reviewed annually and increased in line with Adelaide All Groups CPI as of March each year.
- Stand by Allowance** – an employee who is instructed to be available for recall to work outside of their normal working hours shall in addition to the wage otherwise payable, an amount equal to 10% of the hourly rate for each hour or part thereof that the employee is required to hold themselves available. The right is reserved for the

parties to reach agreement on a package of conditions in lieu of, but not less than, the provisions of this clause together with the provisions of this Agreement as a whole.

- 5.6.3. Should the relevant Award rates rise above the rate being paid by the Corporation under this Agreement, then the relevant Award rates will be paid by the Corporation.

**5.6.4. Journey Insurance**

- 5.6.4.1. A plan will be provided to cover journey accident insurance for employees covered by this Agreement.

**5.6.5. Income Protection**

- 5.6.5.1. The Corporation agrees to continue contributing to a Sickness and Accident Plan for all employees covered by this Agreement, which will provide income protection in the event of injury or sickness and a Workers Compensation Top-Up Benefit.
- 5.6.5.2. The provision for Income Protection will be based on a fixed rate for the period of the Agreement. Should there be any alteration or addition to the policy, these changes will be negotiated and agreed between the parties. Any increase to the rate that is incurred will be borne at the cost of the employees.
- 5.6.5.3. The parties agree that the waiting period to access the scheme will be ten (10) working days (excluding no-professional football claims and psychological claims) for the life of the Agreement.
- 5.6.5.4. Where an employee is absent through an entitlement under the income Protection Scheme, such absenteeism within a maximum period of 24 months will not be used as a reason for the Corporation terminating the services of the employee.
- 5.6.5.5. An employee shall as soon as practicable inform the Corporation of their inability to attend for duty and as far as practicable state the nature of the illness or injury and the estimated duration of absence.
- 5.6.5.6. If the Corporation requires a medical report from the treating medical practitioner, any associated costs shall be borne by the Corporation. Any such report shall be kept confidential between the parties. This requirement may be exercised if the period of absence is greater than six (6) months and is to assist in the ability to cover an employee's absence for periods greater than six (6) months only.
- 5.6.5.7. Where circumstances extend to an employee being totally and permanently incapacitated, thereby preventing a full return to work, discussions will occur between the relevant parties with a view to terminating the employment contract within the entitlements of the Income Protection Scheme.

**5.7. Salary Sacrifice**

- 5.7.1. By agreement between the Corporation and the employee, an employee can elect to package their gross salary in accordance with the relevant guideline.

## **5.8. Superannuation**

- 5.8.1. Choice of Fund applies and enables existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation.
- 5.8.2. For any employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).
- 5.8.3. 'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.
- 5.8.4. The amount of the employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

- a) 3% of the employee's salary (or as amended); and
- b) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

- 5.8.5. For each other employee:

- a) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
- b) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

- 5.8.6. Salary sacrificing of superannuation contributions shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

- 5.8.7. The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

## **5.9. Clauses Applicable to Metal Trades Employees Only**

- 5.9.1. In addition to the terms and conditions contained in this Agreement and the Adelaide City Corporation Award, clauses outlined in Appendix F will continue to apply to Metals Trades employees employed under this Agreement.

#### **5.10. Clauses Applicable to Painters and Decorators Only**

- 5.10.1. In addition to the terms and conditions contained in this Agreement and the Adelaide City Corporation Award, clauses outlined in Appendix G will continue to apply to Painters and Decorators employed under this Agreement.

## **6. LEAVE**

### **6.1. Annual Leave**

- 6.1.1. This clause does not apply to casual employees.
- 6.1.2. An employee is entitled to four (4) weeks annual leave for each completed year of continuous service.
- 6.1.3. Prior to commencing annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.
- 6.1.4. The annual leave prescribed in this Agreement is exclusive of any public holidays that fall on a day which would have been an ordinary working day of the employee. If any public holiday falls within an employee's period of annual leave the period of leave will be increased by one (1) day for each holiday.
- 6.1.5. An employee's entitlement to annual leave will accrue in accordance with Clause 7.1.3 of the Award.
- 6.1.6. Annual leave is to be taken at a time fixed by the Corporation within a period not exceeding 12 months from the right to annual leave accrued and after not less than two (2) weeks' notice to the employee.
- 6.1.7. Nothing shall restrict the taking of annual leave at a time or times agreed between the Corporation and employees.
- 6.1.8. Upon termination of employment an employee must be paid for leave accrued.
- 6.1.9. Annual leave granted in advance may be deducted from the employee's termination pay.

### **6.2. Cashing out Annual Leave**

- 6.2.1. Subject to the following, an employee may elect to be paid out their accrued annual leave entitlement which is in excess of six (6) weeks provided that the following conditions are met:
- 6.2.1.1. The employee must retain an entitlement to at least four (4) weeks paid annual leave. The minimum amount of leave that can be cashed out will be two (2) weeks.
- 6.2.1.2. The employee is required to have taken two (2) weeks of Leave (Annual or Long Service Leave) in the preceding twelve (12) months. One (1) of these weeks is required to have been taken as a continuous block.

- 6.2.1.3. There is a separate agreement in writing on each occasion that leave is cashed out.
- 6.2.1.4. The request to cash out annual leave has been initiated by the employee.
- 6.2.1.5. Payment of any cashed out annual leave will be paid at the employee's ordinary rate of pay.
- 6.2.1.6. Any application for cashing out of annual leave will be made on the appropriate online form and approved by the relevant Leader.
- 6.2.1.7. A record of the requires and approval will be maintained with the employee's leave record.

### **6.3. Annual Leave Loading**

- 6.3.1. Annual leave loading payment is payable on leave accrued in accordance with Clause 7.1.3 of the Award.

### **6.4. Compassionate Leave**

- 6.4.1. The provisions of this clause apply to full time and regular part time employees (on a pro rata basis) but do not apply to casual employees.

#### **Paid leave entitlement**

- 6.5.1.1. An employee is entitled to up to three (3) ordinary days compassionate leave on each occasion of the death or serious illness of a member of the employees' immediate family or household member. Where the death is of the employee's partner or child the entitlement will be up to ten (10) ordinary days of compassionate leave on each occasion.
- 6.5.1.2. Proof of death shall be provided by the employee to the satisfaction of the Corporation if requested, provided that more favourable terms of leave may be granted by the Corporation if satisfied that the provisions in Clause 6.4.1.1 are inadequate.

#### **Unpaid leave entitlement**

- 6.5.1.3. An employee may take unpaid compassionate leave by agreement with the Corporation.

### **6.6. Cultural Leave**

- 6.5.1. The parties to the Agreement are committed to encouraging a greater diversity of cultures within the Corporation. They recognise that some employees may have special cultural ceremonies and days which need to be observed and which may conflict with employment responsibilities.
- 6.5.2. An employee may apply to use any existing leave entitlements (including annual leave, banked hours, sick leave and compassionate leave) for the purposes of attending special events, ceremonies and rituals associated with the employee's culture.



- 6.5.3. The Corporation recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
- 6.5.4. The Corporation will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

#### **Paid Cultural Leave**

- 6.5.5. Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be paid cultural and ceremonial leave up to a maximum of five (5) days per calendar year and do not accrue over subsequent years.

#### **Unpaid Cultural Leave**

- 6.5.6. Aboriginal and Torres Strait Islander employees are entitled to unpaid cultural and ceremonial leave up to a maximum of five (5) additional days per calendar year and do not accrue over subsequent years.
- 6.5.7. Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further leave without pay. Such leave will not be unreasonably withheld.
- 6.5.8. In deciding whether or not to grant such leave, the Corporation will take into account fairness, the employee's years of service, the operational requirements of the Corporation, that nature of the cultural and/or ceremonial obligation/s, and the above mentioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.
- 6.5.9. Cultural and/or ceremonial obligations may include attendance at NAIDOC week events.
- 6.5.10. Where an Aboriginal and Torres Strait Islander employee has other leave available, they may choose to use that leave in preference to the unpaid leave entitlements referred to above.

### **6.6. Family and Domestic Violence Leave**

- 6.6.1. Where an employee is experiencing family and domestic violence, the employee will have access to 20 days per year of paid special leave, non-accruable of subsequent years.
- 6.6.2. In situations where leave is approved, it will be in addition to existing leave entitlements and may be taken in consecutive days, single days or as a fraction of a day.
- 6.6.3. Leave may be utilised to attend medical appointments, legal proceedings and other activities required in relation to their situation.
- 6.6.4. In some instances, proof of family and domestic violence may be required in the form of documentation from Police Services, Courts, a Lawyer or medical certificates as applicable.

- 6.6.5. There is no requirement to have exhausted other leave entitlements to access leave. Approval is subject to approval by the Director in consultation with the People Services Business Partner.
- 6.6.6. To provide support to an employee experiencing family and domestic violence the Corporations Employee Assistance Program is available to the employee and their immediate family for counselling support.
- 6.6.7. To provide a safe work environment to employees the Corporation may also approve any reasonable request from an employee experiencing family and domestic violence for:
- Changes to their span of hours or pattern of hours and/or roster
  - Temporary relocation to a suitable location within the Corporation
  - A change to an employee's work telephone number or email address
  - Any other existing provisions for family friendly and flexible work arrangements.

## **6.7. Long Service Leave**

- 6.7.1. The provisions of the Long Service Leave Act 1987 (SA) apply.

## **6.8. Personal Leave**

- 6.8.1. Personal leave shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if required by the Corporation, he/she produces a medical certificate or other reasonable evidence, to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims personal leave as follows:
- 6.9.1.1. Where concerns exist about the nature of the leave taken, a medical certificate may be requested by the Leader.
- 6.9.1.2. For fulltime employees, where five (5) or more consecutive days are taken together.
- 6.9.1.3. For parttime employees, where consecutive days of work are taken together that would otherwise in ordinary circumstances constitute an entire working week.
- 6.8.2. For any period of personal leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered day off, or where both the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee if required by the Corporation.

## **6.9. Personal Leave (to care for immediate family/household member/s)**

- 6.9.1. An employee (other than a casual employee) with responsibilities in relation to either members of their immediate family or household who need their care and support, is entitled to use their annual personal leave entitlement in any one (1) completed year of continuous service for the purposes of providing care and support for such persons.
- 6.9.2. The entitlement to use personal leave is subject to the employee being primarily responsible for the care of the person concerned.

- 6.9.3. Any such leave period in excess of one (1) ordinary day of work per occasion shall be supported by reasonable evidence. In normal circumstances an employee must not take personal leave where another person has taken leave to care for the same person.
- 6.9.4. An employee must, where practicable, give the employer notice prior to the absence or prior to the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 6.9.5. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to an immediate family or household member who is ill.

#### **6.10. Caring Responsibilities (Casuals)**

- 6.10.1. Subject to the evidentiary and notice requirements in Clause 6.9.3, casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or birth of a child.
- 6.10.2. The Corporation and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 6.10.3. The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

#### **6.11. Parental Leave**

- 6.11.1. The Parental Leave Act provides eligible employees with an entitlement to 18 weeks paid parental leave at the Federal minimum wage ("Minimum Entitlement"). Should the Parental Leave Act be amended during the life of this Agreement, the Corporation agrees to review their current arrangements once more detail is available through ratified legislation about this scheme.
- 6.11.2. The intention of this clause is to provide eligible permanent and fixed-term contract employees with up to 24 weeks paid parental leave at their wage rate for ordinary hours of work.
- 6.11.3. Paid parental leave is to be taken in conjunction with unpaid maternity leave, such that the total paid and unpaid maternity leave will not exceed 104 calendar weeks.

#### **Permanent Employees**

- 6.11.4. Permanent full-time and part-time employees who have at least twelve (12) months' continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave under the Parental Leave Act and will receive the following additional payments from the Corporation;

- a) A top-up payment equal to the difference between the minimum entitlement and the eligible employee's base wage rate for ordinary hours of work for the 18 week period; and
- b) A further parental leave payment of six (6) weeks at the employee's base wage rate for ordinary hours of work.

6.11.5. Permanent employees who do not have twelve (12) months' continuous service with the Corporation, or do not meet the eligibility criteria before the date of birth or adoption of the child/children, may be entitled to payment of 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

#### **Fixed-Term Contract Employees**

6.11.6. Fixed-term contract employees who have at least twelve (12) months' continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave in accordance with clause xx subject to the following conditions:

- a) Entitlement to paid parental leave as prescribed in clause 6.11.4 will cease at the completion of the contract term; and
- b) Payments made under clause 6.11.4 shall not give rise to contract renewal or ongoing employment.

#### **Casual Employees**

6.11.7. Casual employees will not be entitled to the provisions provided for in clause 6.11 however eligible casual employees may be entitled to access the 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

6.11.8. While discretion to approve this leave lies with the Corporation, leaders will be encouraged to support and assist employees to meet their cultural obligations by approving paid leave if appropriate.

### **6.12. Trade Union Training Leave**

6.12.1. Employees who are elected representatives of the union shall be granted up to five (5) days leave per calendar year to attend courses and seminars conducted and/or endorsed by the relevant union.

6.12.2. Leave will be granted subject to the following provisions:

- Leave will be paid at ordinary time.
- Not less than four (4) weeks' notice is given to the Corporation of the date of commencement and duration of the training course.
- The granting of such leave shall be subject to the Corporation's convenience and the operations of the Corporation will not be unduly affected by the employee's absence.
- Leave of absence granted under this clause shall count as service for all purposes.
- The scope, content and level of the course, for which leave is sought to be granted, shall be as to contribute to a better understanding of industrial relations.

## 7. TERMINATION AND REDUNDANCY

### 7.1. Termination of Employment

#### Notice of Termination by the Employer

7.1.1. In order to terminate the employment of an employee the employer must give the employee the following notice:

<b><i>Period of continuous service</i></b>	<b><i>Period of notice</i></b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

7.1.2. In addition to the notice prescribed in Clause 7.1.1, employees over 45 years of age at the time of giving notice with not less than two (2) years of continuous service, are entitled to an additional one (1) weeks' notice.

7.1.3. Payment at the ordinary rate of pay in lieu of the prescribed notice in Clause 7.1.1 and 7.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

7.1.4. In calculating any payment in lieu of notice the Corporation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

7.1.5. The period of notice in this Clause does not apply in the case of:

- dismissal for conduct that justifies instant dismissal;
- to employees engaged for a specific period of time or for specific tasks or tasks;
- to casual employees.

#### Notice of Termination by an Employee

7.1.6. In order to terminate employment an employee must give the Corporation the following notice:

<b><i>Period of continuous service</i></b>	<b><i>Period of notice</i></b>
1 year or less	1 week
More than 1 year	2 weeks

### 7.2. Targeted Voluntary Separation Package

7.2.1. The parties agree that the Targeted Voluntary Separation Package policy as detailed in Appendix A of this Agreement shall continue to apply.

## 8. SIGNATORIES

Signed for and on behalf of:

The Corporation of the City of Adelaide

*Choumet*  
.....  
Chief Executive Officer

*James Bay*  
.....  
Witness

The Amalgamated AWU (SA) State Union

Acting *G. E. Hel*  
.....  
State Secretary GARRY HENDERSON

*S.M.A.*  
.....  
Witness SCOTT MARTIN

Construction, Forestry, Mining and  
Energy Union

*AWU*  
.....  
State Secretary

*Marcus Pare*  
.....  
Witness Marcus Pare

Communications, Electrical and  
Plumbing Union (SA Branch)

*[Signature]*  
.....  
Branch Secretary

*B.M.*  
.....  
Witness

Transport Workers Union of Australia  
(SA/NT Branch)

*[Signature]*  
.....  
Branch Secretary

*[Signature]*  
.....  
Witness



## **Appendix A**

### **GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES**

#### **1. APPLICATION OF GUIDELINES**

##### **1.1. Definition**

A Targeted Voluntary Separation Package (TVSP) is defined as a separation payment made in circumstances where a position is declared surplus to organisational needs, proper consultation occurs, the employee is notified, invited to apply for, and voluntarily takes up a separation package. The following payment formula will apply:

- Four (4) weeks up front plus four (4) weeks' notice plus three (3) weeks' pay for each year of service up to a maximum of 104 weeks.

##### **1.2 Use of Guidelines**

Decisions relating to the application of TVSP's will be made by the Chief Executive Officer in consultation with the relevant director. Prior to decisions being made, directors are to be notified of the position being declared surplus and the reasons for the decision. A TVSP is an offer by the employer to an employee and can only be activated by an acceptance of the offer by the employee.

A TVSP may be offered to an employee whose substantive position is declared surplus, or who is part of a group where some or all of the positions are declared surplus to the requirements of the Corporation.

##### **1.3. Non-eligibility**

Casual employees or persons employed on negotiated employment contracts which include specific entitlements for redundancy, are not entitled to a TVSP under these guidelines.

##### **1.4 Conditions of Offer**

Employees occupying positions identified by the Corporation as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to twenty-one (21) days to consider and accept an offer of a TVSP.

An offer and payment of the TVSP is conditional upon the following:

- (a) the employee voluntarily terminating their employment with the Corporation from any position in which he/she is employed
- (b) the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Corporation for a period of two (2) years from the date on which the employee's termination takes effect
- (c) the employee having notified the Corporation of each and every workers compensation injury and/or disability
- (d) the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates his or her services on the final day of employment. It is

at the Corporation's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained

- (e) the employee having finalised all outstanding workers compensation claims
- (f) the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Corporation
- (g) Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (e.g. long service leave)

#### 1.5. Permanent Part-time Employment

Permanent part-time employees (excluding casual employees) are entitled to appropriate benefits on a pro rata basis.

#### 1.6. Surplus Positions Identified While Employees are on Long-Term Leave

Employees absent from work on approved periods of long-term leave, e.g., long service leave, maternity leave, study leave and special leave who, before proceeding on leave, occupied a position which has been declared surplus during the period of leave and, but for the taking of the leave would have been offered a TVSP, may be offered a TVSP prior to the expiration of the leave. The Corporation needs to ensure that appropriate notification and adequate consultation occurs in the circumstances of employees on leave.

#### 1.7. Administration of the Guidelines

Where any error may have occurred in the calculation of the separation package, the package shall be adjusted, and any overpayment shall be repaid to the Corporation irrespective of the cause or nature of the error of calculation. Any underpayments will be paid to the employee as soon as practicable.

#### 1.8. Re-employment Following Targeted Voluntary Separation

Employees who leave the Corporation with a TVSP will not be re-employed by the Corporation for a minimum period of two (2) years - refer 1.4(b) Conditions of Offer.

Where an employee who has taken a TVSP joins a consultancy firm which, in the future, may successfully tender for work, or they successfully tender for work on his/her own account and the work performed does not constitute an employer/employee relationship, it would not breach TVSP provisions.

#### 1.9. Position to be Abolished

Where a position is declared surplus and the incumbent offered a TVSP or redeployment, that position will be abolished and not re-filled.

### 2. **CALCULATION OF ENTITLEMENTS**

#### 2.1. Final Annual Pay



- 2.1.1. Final pay is determined by the gross ordinary time earnings for the twelve (12) months prior to separation or the substantive salary at the time of separation (whichever is the higher). It does not include leave loading or overtime and is not the employee's pay at the time of separation, converted to an annual rate. However, it shall include allowance payments which are payable for all purposes.
- 2.1.2 If an employee has been in receipt of a continuous higher duty allowance for the twelve (12) months immediately preceding the acceptance of a TVSP, then this allowance will be included in the final annual pay calculation.
- 2.1.3 If an employee has been required to perform higher duties and paid a higher rate in accordance with Higher Duties/Mixed Function provisions for at least 50% of his or her time, for a continuous period of at least twelve (12) months immediately preceding the date of acceptance of a TVSP, then the actual fortnightly allowance will be included in the final annual pay calculation.
- 2.1.4 Where an employee has, during 50% or more of pay periods in the twelve (12) months immediately preceding the date on which he or she receives notice of separation, been paid an allowance for shift work, the weekly average amount of shift allowance received during the twelve (12) month period shall be counted as part of a week's pay. Where Service Pay is paid, this amount will be included in determining the final weekly wage.

## 2.2 Workers Compensation

Where an employee has been receiving weekly payments of workers compensation during the twelve (12) months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with 2.1.1. to 2.1.4 above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

## 2.3 Leave Without Pay

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the twelve (12) month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in accordance with 2.1 and 2.2 above) as if the employee had been on duty and been paid.

## 2.4 Years of Service

Years of service is the difference between the actual start date and the separation date less the leave without pay. Years of service accounts for full years plus pro rata of the current year of service in which a TVSP offer is made.

## 2.5 Continuous Service

Continuous Service for the purposes of calculating a separation package shall be in accordance with the provisions of the Long Service Leave Act. "Service" is defined as that period of continuous service with the Corporation of the City of Adelaide and not across the sector.

## 2.6 Superannuation

Payments from the relevant superannuation fund will be in accordance with the relevant Trust Deed.

Any enquiries regarding legislative provisions, superannuation entitlements and rollover requirements should be referred to the employee's nominated super account or the Financial Services Department for the Corporation of the City of Adelaide Superannuation Fund.

#### 2.7 Other Award Entitlements on Termination

Apart from the TVSP, employees will receive all other statutory entitlements i.e. annual leave, long service leave and annual leave loading.

### 3. **SERVICES TO EMPLOYEES**

- 3.1. Outplacement Services - at the discretion of the director, the Corporation may provide outplacement support to an employee who has accepted an offer of a TVSP.
- 3.2 Retirement and Financial Services - Statewide Super conduct pre-retirement seminars on a regular basis. The seminars provide information about general retirement issues and financial planning to employees approaching retirement.
- 3.3. Employees should be encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.
- 3.4 Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSPs.
- 3.5 Managers should ensure that employees are fully aware of their right to have a representative present at discussions with management regarding their employment.

## **Appendix B**

### **EMPLOYEE DISCIPLINARY POLICY AND PROCEDURES**

#### **1.1 The purpose of this procedure is to:**

- Ensure that all leaders have a framework in which to effect responsible disciplinary processes within the workplace
- Ensure that all employees know and understand the disciplinary processes
- Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance and/or meet acceptable standards of behaviour
- To provide a workplace environment where employees are committed to performing to the best of their abilities
- To ensure that employees perform to expected standards and that they are aware of those standards and are suitably trained to satisfy those standards
- To ensure that work practices and methods are designed and conducted in such a way to avoid risk of injury and risk to health of employees

#### **1.2 Representation**

- The employee may have another person of their choosing present at all stages of the disciplinary process

#### **1.3 The Process - Minor and Serious Misdemeanours**

- For the purposes of this procedure, a misdemeanour relates to both poor work performance and unacceptable behaviour.
- A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.
- A number of minor misdemeanours may be categorised as a serious misdemeanour.

#### **1.4 Minor Misdemeanour**

- A minor misdemeanour need not be dealt with based on a formal disciplinary action but may be dealt with informally by a leader.
- Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanours(s) the leader will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.
- The leader may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected.

#### **1.5 Serious Misdemeanour**

- A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

## 1.6 **Formal Disciplinary Action (Serious Misdemeanour)**

### **The First stage**

- 1.6.1 The leader will investigate the matter.
- 1.6.2 Following the investigation the employee will be informed of the facts and asked to provide a response.
- 1.6.3 If the employee's response is unacceptable, then he/she will be given a first warning.
- 1.6.4 The leader will keep a detailed record of the serious misdemeanour, the employee's response and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee and to People Services.
- 1.6.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the leaders' report.

### **The Second Stage**

- 1.6.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the leader may effect counselling or guidance session(s) or may decide that formal disciplinary action is necessary. The procedure to be followed is as per 1.6.1 (in conjunction with People Services) and 1.6.2 of the first stage.
- 1.6.7 If it is decided to effect further counselling and/or guidance the leader will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee to People Services.
- 1.6.8 If the employee's response is unacceptable a second warning will be given in the presence of a more senior line leader. The same procedure as per 1.6.4 and 1.6.5 of the first stage will be followed.
- 1.6.9 When situations arise where an employee commits misconduct bordering upon gross misconduct the leader, after consulting a more senior leader may elect to immediately apply the third stage process.

### **The Third stage**

- 1.6.10 In the event of further misdemeanour, the leader having conducted an investigation will, in the presence of a more senior leader meet with the employee, advise of the facts and seek a response.
- 1.6.11 If the response is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken to terminate their services.
- 1.6.12 All of the facts, including the employee's response and reasons will then be referred to People Services who will consult with the relevant director (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.
- 1.6.13 If termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.

- 1.6.14 If the employee is to be demoted and/or transferred, they will be so advised and a formal letter written to them.

## **1.7 Gross Misconduct - Instant Dismissal**

The Corporation has the right to dismiss an employee without notice for gross misconduct. In such instances, the employee will only be entitled to payment for work already performed.

- 1.7.1 Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate his/her contract of employment. Each case will be considered on its merits.
- 1.7.2 The leader will thoroughly and immediately investigate the matter.
- 1.7.3 The employee will be informed of the facts and given an opportunity to respond. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses and respond fully.
- 1.7.4 A decision to dismiss will only be made following consultation between People Services and the relevant director (or his/her delegate).
- 1.7.5 Where an immediate decision is not practical the leader may suspend the employee from duty without loss of ordinary pay.
- 1.7.6 If it is determined that the immediate dismissal is the appropriate course of action then the employee will be advised both verbally and in writing.
- 1.7.7 If it is determined that alternative disciplinary action is more appropriate, the options available within part 1.3 being the warning process and/or guidance and counselling and/or demotion or transfer may be effected in accordance with this procedure.

## **Appendix C**

### **Rostered Days Off 9-Day Fortnight Arrangement**

- 1.1. The provision to work a nine (9) day fortnight is made between the parties to this Agreement based on a 76 hour fortnight. This clause shall supersede any previous arrangements made with respect to this issue.
- 1.2. This arrangement is made on the basis that it will entail no reductions of service, nor any additional cost in providing and maintaining existing services, nor will it inhibit the development of any service that the Corporation wishes to introduce.
- 1.3. Employees covered by this Agreement will work their ordinary hours in such a manner as to provide one Rostered Day Off (RDO) every ten (10) working days. It is further provided that the average ordinary hours worked shall not exceed 76 hours per fortnight.
- 1.4. The arrangements for the nine day fortnight shall be as follows:
  - The hours of work shall be 8.5 per day for eight (8) days, eight (8) hours for one (1) day and one (1) day rostered off in a two (2) week cycle.
  - Normal commencing and finishing times will be as rostered and agreed in accordance with the provisions of this Agreement.
  - The rostered day off may occur on any day of the fortnight as mutually arranged between local management and employees on a local basis. When mutual agreement cannot be reached, arrangements for the rostered day off shall be determined by the relevant leader.
- 1.5. When an RDO falls on a public holiday, another day will be substituted by mutual agreement between management and employees, or in the absence of mutual agreement, by the relevant leader having regard to work commitments.
- 1.6. Public Holidays and Bereavement Leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.
- 1.7. Any rostered days off arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to the Award if the arrangement had not been made.
- 1.8. This arrangement does not alter or vary the number of days leave with full pay that an employee would be entitled to pursuant to any Award, if this arrangement had not been made.
- 1.9. Annual Leave and paid Sick Leave is debited as actual time lost.
- 1.10. A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- 1.11. Employees will not be eligible for Personal Leave in respect of absences on rostered days off, as such absences occur outside working hours.
- 1.12. When an employee is absent on the working day preceding, or following, a rostered day off consecutive with a weekend, no paid Personal Leave will be approved unless a medical certificate or other reasonable evidence is presented verifying the absence.
- 1.13. Call back arrangements and payments on any RDO shall be the same as those, which currently apply on a Saturday.

- 1.14. Where an employee is required to work on a programmed rostered day off, the overtime rates as prescribed in Clause 6.3 of the Adelaide City Corporation Award, 1998 will apply.
- 1.15. The parties agree that there are benefits for the Corporation and the employees in allowing greater flexibility through the banking of RDO's, to enable project and/or seasonal work to be carried out in a continuous manner. Employees may be required to accumulate up to a maximum of five (5) RDO's. No further accumulation of RDO's will occur until all of the accumulated RDO's are taken or paid out. All hours of work performed on an RDO will be calculated at ordinary time rate. Accumulated time will be taken off on an hour for hour basis.
- 1.16. RDO entitlements will be taken within 1 July to 30 June at a time mutually agreed between the leader and employee/s. Provided that where mutual agreement is not able to be reached prior to the end of the financial year, the leader will require the employee to take any accrued RDO entitlements through the provision of two (2) weeks' notice.
- 1.17. Where the leader is unable to approve time off during 1 July to 30 June due to operational demands, the time accrued will be paid out at a rate of time and a half of the ordinary hourly rate. Accumulated RDO's should be taken as a block of time off unless other arrangements are agreed.
- 1.18. This arrangement may be reviewed by the parties after six (6) months of its operation and through a process of consultation and agreement, resolve any issues arising from the operation of this arrangement.
- 1.19. Any disagreement or dispute arising out of the application of the RDO - Nine Day Fortnight Arrangement will be resolved in accordance with the provisions of Clause 2.1 – Dispute Settling Procedure.

## **Appendix D**

### **Span of Hours for Workgroups**

<b>Workgroup</b>	<b>Span of hours</b>
Construction Gang 2	5am – 5pm
Construction Gang 3	5am – 5pm
Construction Gang 4	5am – 5pm
Bitumen Gang	5am – 5pm
Patching Crew	5am – 5pm
Maintenance Crew	5am – 5pm
Masons	5am – 5pm
Lines and Signs	5am – 5pm
Workshop Trade Services	6am – 6pm
Street Litter Bins	5am – 5pm
Scrubbing Crew	5am – 5pm
Catchpits	5am – 5pm
Golf Links	5am – 5pm
Mini and Large Broom Crew	5am – 5pm
Street Sweeping Crews	5am – 5pm
Parks Litter Bins	6am – 6pm
Roving Crews (including BBQ and Street Furniture Cleaning)	6am - 6pm
Roving Crews	6am – 6pm
Public Conveniences	7am - 7pm
City Clean Fast Clean	7am – 7pm
Rundle Mall Team	7am – 7pm
Green Waste	7am – 7pm
Northern Hort. Team	6am – 6pm
Spray Operator	5am – 5pm
Projects	6am – 6pm
Southern Hort. Team	6am – 6pm
Spray Operator	5am – 5pm
Arboriculture	6am – 6pm
Pest Control	6am – 6pm
Nursery	6am – 6pm
Gum Removal	6am – 6pm
Graffiti Removal	6am – 6pm
Rapid Response	5am – 5pm



## **Appendix E**

### **CLAUSES APPLICABLE TO METAL TRADES EMPLOYEES ONLY**

1. Employer and Employee Duties
2. Casual Employment
3. Abandonment of Employment
4. Procedure for Classifying Employees
5. Training
6. Schedule A – Classification Definitions

#### **1. Employer and Employee Duties**

##### *Summary*

*An employee has certain obligations to carry out duties as directed. Any direction by the employer must be consistent with a safe and healthy work environment.*

- 1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of Schedule A – Classification Definitions of this Appendix provided that such duties are not designed to promote de-skilling
- 1.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment
- 1.3 Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment

#### **2. Casual Employment**

- 2.1 A casual employee is to be one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly award wage prescribed for the work being performed, plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate.
- 2.2 A casual employee, other than an irregular casual employee who has been engaged for a sequence of periods of employment under this Agreement during a period of six (6) months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- 2.3 The employer of such an employee shall give the employee notice in writing of the provisions of this clause within four (4) weeks of the employee having attained such period of six (6) months.  
  
The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.
- 2.4 Any such casual employee who does not within four (4) weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- 2.5 Any casual employee who has a right to elect under clause 2.2, upon receiving notice under clause 4.3 or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her

contract of employment to full-time or part-time employment, and within four (4) weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

2.6 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

2.7 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 2.6, the employer and employee in accordance with this subparagraph, and subject to clause 2.6, shall discuss and agree upon:

- (i) which form of employment the employee will convert to, that is, full-time or part-time, and
- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 2.5 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

2.8 By agreement between the employer and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the employer may apply clause 2.7 (i) as if the reference to six (6) months is a reference to twelve (12) months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the two (2) months prior to the period of six (6) months referred to in clause 2.7 (i).

2.9 An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

2.10 On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four (4) hours work.

- 2.11 In order to meet his or her personal circumstances, a casual employee may request and the employer may agree to an engagement for less than the minimum of four (4) hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.
- 2.12 An employee must not be engaged and re-engaged to avoid any obligation under this clause.
- 2.13 *Caring Responsibilities*
- 2.13.1 Subject to the agreed evidentiary and notice requirements, employees are entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death in Australia of an immediate family or household member
- 2.13.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 2.13.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **3. Abandonment of Employment**

#### *Summary*

*This clause describes the circumstances which amount to abandonment of employment by an employee.*

- 3.1. The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.
- 3.2. Provided that if within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
- 3.3. Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

### **4. Procedure for Classifying Employees**

- 4.1 The procedures for reclassifying employees under this Agreement are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Industry Skills Council.
- 4.2 Without detracting from any of the processes set out in 4.5, any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the Dispute Resolution Procedure in this Agreement.
- 4.3 It shall be a term of the Agreement that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in paragraphs 4.4, 4.5 and 4.6 below.
- 4.4 Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he/she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved at the enterprise level over the application of this clause in the first instance are to be referred to the National Oversighting Committee prescribed in clause 4.5.1.
- 4.5 Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in paragraphs 4.4 and 4.6 of this sub-clauses.
- 4.6 Where the situation described in paragraph 4.5 above applies, but not under any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the classification definitions prescribed in Appendices G and H of the previous Metal Industry Award 1984 (the old classification definitions) or in respect of employees covered by the previous Metal Industry Award 1984 Parts II and V, the relevant provisions of the Metal Industry Award Restructuring Manual sections 6.2 and 10 and the definitions in the previous Metal Industry Award Part II.
- 4.7 All employees engaged under the Agreement at the relevant classification levels shall be subject to the metal and engineering competency standards.
- 4.8 Other provisions to be followed where competency standards are being implemented in an enterprise:
- (i) Management and employee representatives responsible for oversighting the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
  - (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide. These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a Manufacturing Industry Skills Council recognised provider with the approval of the relevant parties at the enterprise level shall be approved by the Manufacturing Industry Skills Council.

The above does not exclude the delivery of additional training or advice by the parties or the Manufacturing Industry Skills Council to enterprises.

#### 4.9 *Facilitation of Implementation*

4.9.1 A Board of Reference as set out in sub-clause 4.11 shall be established from time to time for the purpose of resolving any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level.

4.9.2 If any problem arises in relation to implementation of the standards at the enterprise level, which cannot be resolved by the parties at that level, then it shall be referred to the Board of Reference as set out in subparagraph 4.9.1.

Notwithstanding the above, the rights of any party to pursue whatever other course of action is available under the Fair Work Act (SA) 1994 remains available.

#### 4.10 *Points*

The points to be assigned to the classification levels shall be:

<b>Award Classification Level</b>	<b>Recommended Points</b>
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised
C1a	Standards and points to be finalised
C1b	Standards and points to be finalised

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

#### 4.11 *Board of Reference - Competency Standards Implementation*

(i) Notwithstanding the provisions of this clause, a Board of Reference shall be established from time to time for the purpose of resolving any dispute or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level

(ii) The Board shall be constituted by a Chairperson who shall be a member of the South Australian Employment Tribunal and at least four (4) other members two (2) of whom are nominated by the AWU/CEPU and the other two (2) nominated by the Corporation and representing the industrial interests of the employer

(iii) In circumstances where the dispute or difficulty, or likely dispute or

difficulty, affects the industrial interests of the Corporation, the Chairperson shall take steps to:

- notify the organisation(s) which shall be entitled to be heard
  - request the employer organisations to consult and determine their representative on the Board
  - notify the State Secretary of the AWU/CEPU to determine the AWU/CEPU representative on the Board
- (iv) In determining AWU/CEPU representation to the Board the AWU/CEPU shall ensure that the union(s) which represent the employees in respect of whom the dispute or difficulty concerns shall be nominated to the Board.
- (v) If the AWU/CEPU is unable to resolve who is to be represented on the board the Chairperson shall make a recommendation.
- (vi) Any person nominated by the AWU/CEPU or employer organisations to sit on the Board of Reference shall be a person with organisational responsibilities associated with the implementation of competency standards.
- (vii) Before proceedings commence, the Chairperson shall seek undertakings from the parties appearing before the Board that any decision, subject to the terms of the Act shall be final.

## **5 Training**

5.1 Following proper consultation which may include the establishment of a training committee, an employer shall develop a training program consistent with:

- the current and future skill needs of the enterprise
- the size, structure and nature of the operations of the enterprise
- the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited institutions and providers

5.2 Where it is agreed that a training committee be established it shall include employer and employee representatives. The role of the training committee shall be clearly set out and shall include:

- formulating a training program including available training courses and career opportunities
- recommending individual employees for training and reclassification and
- monitoring and advising management and employees regarding the on-going effectiveness of the training

5.3 Whereas a result of the consultation referred to within sub-clause 5.1, including with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training.

- 5.4 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 5.5 Travel costs incurred by an employee undertaking training in accordance with this sub-clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

## **Schedule A - Classification Definitions**

### **6.1 Classification Structure**

Note: The percentage relativities column reflects the percentages prescribed in the decision of Deputy President Keogh at Print J2043. The percentage relativities column does not reflect flat dollar arbitrated safety net adjustments.

<b>Class'n Number</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Wage Relativity to C10*</b>
<b>C1</b>	Professional Engineer Professional Scientist	Degree	180/210%
<b>C2(b)</b>	Principal Technical Officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition in clause 1.2 of this schedule and to perform work within the scope of this level.	160%
<b>C2(a)</b>	Leading Technical Officer  Principal/Trainer/Supervisor/ Co-ordinator	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition in clause 1.2 of this schedule and to perform work within the scope of this level.  Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.	150%
<b>C3</b>	Engineering Associate - Level II	Advanced Diploma of Engineering, or equivalent.	145%

<b>Class'n Number</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Wage Relativity to C10*</b>
<b>C5</b>	Advanced Engineering Tradesperson - Level II Engineering Technician - Level V	Diploma of Engineering - Advanced Trade, or equivalent. Diploma of Engineering – Technical or equivalent.	130%
<b>C6</b>	Advanced Engineering Tradesperson - Level 1	C10 + 80% towards a Diploma of Engineering - Advanced Trade or equivalent.	125%
	Engineering Technician - Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering – Technical or equivalent.	
<b>C7</b>	Higher Engineering Tradesperson and Special Class Level II	Certificate IV in Engineering or  C10 + 60% towards a Diploma of Engineering or equivalent.	115%
	Engineering Technician - Level III	Certificate IV in Manufacturing Technology provided that the minimum experience required by the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering – Technical or equivalent	
<b>C8</b>	Engineering Tradesperson - Special Class Level I	C10 + 40% towards a Diploma of Engineering or equivalent	110%
	Engineering Technician - Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering – Technical or equivalent	



<b>Class'n Number</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Wage Relativity to C10*</b>
<b>C9</b>	Engineering Tradesperson - Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering Technician - Level I	Certificate III in Engineering - Technician, or Certificate III Manufacturing Technology, provided that the minimum experience required by the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 50% towards a Diploma of Engineering or equivalent	
<b>C10</b>	Engineering Tradesperson - Level I	Recognised Trade Certificate or Certificate III in Engineering - Mechanical Trade, or Certificate III in Engineering - Fabrication Trade, or Certificate III in Engineering - Electrical/Electronic Trade or equivalent	100%
	Production Systems Employee	Engineering Production Certificate III, or Certificate III in Engineering - Production Systems or equivalent	
<b>C11</b>	Engineering/Production Employee - Level IV	Engineering Production Certificate II, or Certificate II in Engineering - Production Technology or equivalent	92.4%
<b>C12</b>	Engineering/Production Employee - Level III	Engineering Production Certificate I or Certificate II in Engineering or equivalent	87.4%

<b>Class'n Number</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Wage Relativity to C10*</b>
<b>C13</b>	Engineering/Production Employee Level II	In-house training	82%
<b>C14</b>	Engineering/Production Employee - Level 1	Up to 38 hours induction training	78%

Wage relativities after full minimum rate and broadbanding adjustments.

Note: Where an employee is performing supervisory responsibilities, they are to be classified in accordance with the Trainer/Supervisor/Coordinator definitions.

Trainer/Supervisor/Coordinator

Level 1 - 122% of the highest rate paid to those supervised.

Level 2 - 115% of the highest rate paid to those supervised.

## **6.2 DEFINITIONS**

Note: The following classification definitions should be read in conjunction with:

- the stream and field definitions in subclause 1.4.3 and 1.4.75 respectively
- the definitions of “or equivalent”, “work within the scope of this level” and “Engineering Associate” at the end of this Schedule
- the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that Guide which shows the alignment between old and new titles under the Australian Qualifications Framework. For example, Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas
- Clause 5.1.3 (f) Points.

### **Trainer/Supervisor/Coordinator - Level 1**

A Trainer/Supervisor/Coordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQFIII level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

Notwithstanding the above definition, an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level shall be classified at this level.

### **Trainer/Supervisor/Coordinator - Level II**

A Trainer/Supervisor/Coordinator - Level II is an employee who is responsible for the supervision and/or training of Trainers/Supervisors/Coordinators - Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

## **WAGE GROUP: C14**

### **Engineering/Production Employee - Level I**

As Engineering/Production Employee - Level I is an employee who is undertaking up to thirty eight (38) hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

- (i) performs general labouring and cleaning duties
- (ii) exercises minimal judgement
- (iii) works under direct supervision or
- (iv) is undertaking structured training so as to enable them to work at the C13 level.

### **WAGE GROUP: C13**

### **Engineering/production Employee - Level II**

An Engineering/Production Employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria
- (ii) Works under direct supervision either individually or in a team environment
- (iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
- (iv) Understands and utilises basic statistical process control procedures
- (v) Follows safe work practices and can report workplace hazards

### **WAGE GROUP: C12**

### **Engineering/Production Employee - Level III**

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision
- (ii) Works under routine supervision either individually or in a team environment
- (iii) Exercises discretion within his/her level of skills and training

- (iv) Assists in the provision of on the job training

## **WAGE GROUP: CII**

### **Engineering/Production Employee - Level IV**

An Engineering/production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering - Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures
- (ii) Assists in the provision of on-the-job training
- (iii) Co-ordinates work in a team environment or works individually under general supervision
- (iv) Is responsible for assuring the quality of his/her own work

## **WAGE GROUP: C10**

### **Engineering Tradesperson - Level I**

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level I
- (ii) Engineering Tradesperson (Mechanical) - Level I
- (iii) Engineering Tradesperson (Fabrication) - Level I
- (iv) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques
- (ii) Exercises good interpersonal and communications skills
- (iii) Exercises keyboard skills at a level higher than C11
- (iv) Exercises discretion within the scope of this classification level
- (v) Performs work under limited supervision either individually or in a team environment
- (vi) Operates lifting equipment incidental to his/her work
- (vii) Performs non-trade tasks incidental to his/her work

- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training
- (ix) Able to inspect products and/or materials for conformity with established operational standards

### **Production Systems Employee**

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate of Engineering – Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques
- (ii) Exercises good interpersonal communications skills
- (iii) Exercises discretion within the scope of this classification level
- (iv) Exercise keyboard skills at a level higher than C11
- (v) Performs work under limited supervision either individually or in a team environment
- (vi) Able to inspect products and/or materials for conformity with established operational standards

### **WAGE GROUP: C9**

#### **Engineering Tradesperson - Level II**

An Engineering Tradesperson - level II is an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Engineering Tradesperson (Fabrication) - Level II

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- (i) Exercises discretion within the scope of this classification
- (ii) Works under limited supervision either individually or in a team environment
- (iii) Understands and implements quality control techniques
- (iv) Provide trade guidance and assistance as part of a work team

- (v) Operates lifting equipment incidental to his/her work
- (vi) Performs non-trade tasks incidental to his/her work

### **Engineering Technician - Level I**

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

### **WAGE GROUP: C8**

### **Engineering Tradesperson - Special Class Level I**

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Special Class Engineering Tradesperson (Fabrication) - Level I

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team
- (ii) Assists in the provision of training in conjunction with supervisors and trainers
- (iii) Understands and implements quality control techniques
- (iv) Works under limited supervision either individually or in a team environment
- (v) Operates lifting equipment incidental to his/her work
- (vi) Performs non-trade tasks incidental to his/her work

### **Engineering Technician - Level II**

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

### **WAGE GROUP: C7**

## **Engineering Tradesperson - Special Class Level II**

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Special Class Engineering Tradesperson (Fabrication) - Level II; or
- (iv) Higher Engineering Tradesperson

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team
- (ii) Provides training in conjunction with supervisors and trainers
- (iii) Understands and implements quality control techniques
- (iv) Works under limited supervision either individually or in a team environment
- (v) Operates lifting equipment incidental to his/her work
- (vi) Performs non-trade tasks incidental to his/her work

## **Engineering Technician - Level III**

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

## **WAGE GROUP: C6**

### **Advanced Engineering Tradesperson - Level I**

An Advanced Engineering Tradesperson - Level I means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Advanced Engineering Tradesperson (Fabrication) - Level I

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7
- (ii) Provides trade guidance and assistance as part of a work team
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers
- (iv) Works under limited supervision either individually or in a team environment
- (v) Prepares reports of a technical nature on specific tasks or assignments
- (vi) Exercises broad discretion within the scope of this level
- (vii) Operates lifting equipment incidental to his/her work
- (viii) Performs non-trade tasks incidental to his/her work

#### **Engineering Technician - Level IV**

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff

#### **WAGE GROUP: C5**

#### **Advanced Engineering Tradesperson - Level II**

An Advanced Engineering Tradesperson - level II means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Advanced Engineering Tradesperson (Fabrication) - Level II

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Advanced Engineering Tradesperson - Level II works above and beyond a tradesperson at C6 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides technical guidance or assistance within the scope of this level



- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out his/her task
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers
- (v) Operates lifting equipment incidental to his/her work
- (vi) Performs non-trade tasks incidental to his/her work

### **Engineering Technician - Level V**

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 - Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

### **WAGE GROUP: C4**

#### **Engineering Associate - Level I**

An Engineering Associate - Level I means an employee who works above and beyond a technician at level C5 and who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent and is engaged in.

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

### **WAGE GROUP: C3**

#### **Engineering Associate - Level II**

An Engineering Associate - Level II means an employee who works above and beyond an Engineering Associate at level C4 and who has successfully completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent and is engaged in:

- (i) Performing draughting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

### **WAGE GROUP: C2 (a)**

## **Leading Technical Officer**

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed a national advanced diploma or equivalent and sufficient additional training so as to enable the employee to perform work within the scope of this level. An employee at C2 (a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

## **Principal Engineering Trainer/Supervisor/Coordinator**

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/ Coordinator who has completed a national advanced diploma or equivalent of which at least 50% of the competencies are in supervision/training and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise

Indicative of the tasks which an employee at this level may perform are as follows:

- Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels
- Plans and directs the work of engineering/production employees especially in new work organisation environments, e.g., group work arrangements, CIM production techniques

## **WAGE GROUP: C2 (b)**

### **Principal Technical Officer**

A Principal Technical Officer works above and beyond an employee at the C2a level and who has successfully completed sufficient additional training to enable the employee to perform work within the scope of this level in addition to a national advanced diploma or equivalent. Within organisational policy guidelines and objectives, a principal technical officer:

- (i) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement
- (ii) Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation
- (iii) Is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge
- (iv) Plans and implements those programs necessary to achieve the objectives of a particular project
- (v) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation

- (vi) Operates within broad statements of objectives without requiring detailed instructions; or
  - (a) Performs work at the above level of skill in a particular technical field
  - (b) Has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature
  - (c) Provides specialised technical guidance to other employees performing work within the same technical field

*“Or equivalent”*

Where it appears in these classification definitions, the phrase "or equivalent" means:

- (i) Any training which a registered provider (e.g. TAFE), or State Recognition authority recognises as equivalent to an accredited course which the Manufacturing Industry Skills Council (MISC) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (ii) Where competencies meet the requirements set out in the MISC competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

*“Work within the scope of this level”*

Where it appears in these classification definitions, the phrase “work within the scope of this level” means:

1. For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be competency standards recognised as relevant and appropriate by MISC and as endorsed by the National Training Quality Council.
2. Where an employee has a qualification, section 5.1.3(c) (ii) of this Award should be followed.

*Engineering Associate*

Where it appears in these classification definitions, the phrase “Engineering Associate” is defined as a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; draughting officers; planners and other para-professionals.

## **Appendix F**

### **CLAUSES APPLICABLE TO PAINTERS AND DECORATORS ONLY**

#### **1. Definitions**

- 1.1. **Painter** shall mean an employee engaged in any way whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts (commercial, residential, industrial and otherwise).
- 1.2. The painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned.
- 1.3. Without limiting the generality of the foregoing the work of painter, includes the painting of pipe lines, conduits, valves, condensers, cocks, control and/or regulating stations or substations, and/or pumping, suction syphon, syphon booster stations or substations and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons and any other supports, and all machinery and appurtenances relating to the foregoing on water, land and sea, used or to be used for the purpose of storing and/or regulating and/or conveying liquids or gases including natural oils and gases, paperhanging, applying and/or fixing wall hangings or coverings, decorating, kalsomining, distemping plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering, and the replacement of glass.
- 1.4. The mixing of and/or application of and/or fixing of paint or like matter or substitute or mixtures or compositions or compounds for texture or plastic coating and finishes or other decorative or protective coatings and/or finishes, of putty, stopping caulking mixtures, compositions or compounds, oils, varnishes, watercolours, lacquers, stains, wallpapers, wall hangings or coverings, and/or other materials used in the painting and decorating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water-colours, lacquers, stains, wallpapers, wall hangings, or coverings, coatings, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical, mechanical, air powered or hand tools or by grit, shot or other abrasives or by any other means and the preparation of the work and materials required in any of the aforementioned branches of the trade.
- 1.5. **Signwriter** shall mean an employee who is in addition to having knowledge of painting, kalsomine, staining and varnishing, does any of the following work:
- 1.6. Signwriting, designing and/or lettering of price tickets and show cards. Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all descriptions, pictorial, scenic or lettering and without limiting generality of the foregoing shall include:

- (i) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds
- (ii) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners
- (iii) gilding, i.e. the application of gold, silver, aluminium, or any metal leaf to any surface
- (iv) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering and shall, under the terms of this Agreement, include the making, designing, layering out, placing or erecting signs by the use of a letter on lettering machine, pantograph lettering machine or other similar machine
- (v) screen process work, i.e., the designing, setting up and the operation of duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material

Without limiting the general meaning signwriting work, shall include making of stencils and stencilling by screens or any other method, and the making and/or fixing of transfers.

## **2. Weekend Work**

- 2.1 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, provided that all overtime worked after twelve (12) noon on Saturday shall be paid for the rate of double time.
- 2.2 An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least three (3) hours work on a Saturday or four (4) hours work on a Sunday or shall be paid for three (3) hours on a Saturday or four (4) hours on a Sunday at the appropriate rate.
- 2.3 An employee working overtime on Saturday or working on a Sunday shall be allowed a paid crib time of twenty (20) minutes after four (4) hours work, to be paid for at the ordinary rate of pay, but this provision shall not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.
- 2.4 In the event of an employee being required to work in excess of a further four (4) hours, he/she shall be allowed to take a paid crib time or thirty (30) minutes which shall be paid at the ordinary rate of pay.

## **3. Overtime**

- 3.1 All time worked beyond the ordinary hours of work as described in this Agreement, shall be paid for at the rate of one and a half (1.5) times ordinary rates for the first two (2) hours thereof and double time thereafter.
- 3.2 An employee recalled to work overtime after leaving the business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three (3) hours work at the appropriate rates for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three (3) hours if the job he/she was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to the premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours.

- 3.3 If an employee is required to work during the time prescribed for cessation of work for the purpose of a meal, he/she shall be allowed whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provide however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time; and provided also that if the cessation time is shortened at the request of the employee to the minimum of forty-five (45) minutes prescribed in this Agreement or to any other extent (not being less than forty-five (45) minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.