

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	South Australian Public Sector Wages Parity Enterprise Agreement (Plumbing, Metal and Building Trades Employees) 2023 (Attachment 1)
<b>Employer</b>	Chief Executive, Attorney-General's Department
<b>Case number</b>	ET-23-00615

## Orders - Approval of Enterprise Agreement South Australian Public Sector Wages Parity Enterprise Agreement (Plumbing, Metal and Building Trades Employees) 2023

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 22 February 2023 and have a nominal life extending for a period of 3 years therefrom.

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

**Commissioner Cairney**

**21 Feb 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**SOUTH AUSTRALIAN PUBLIC SECTOR  
WAGES PARITY ENTERPRISE AGREEMENT  
(PLUMBING, METAL AND BUILDING TRADES  
EMPLOYEES) 2023**

## TABLE OF CONTENTS

1. ENTERPRISE AGREEMENT.....	1
2. OBJECTS AND COMMITMENTS.....	1
3. INTERPRETATION .....	1
4. PARTIES BOUND .....	3
5. OTHER ENTERPRISE AGREEMENTS.....	5
6. WAGE ADJUSTMENTS .....	5
 SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD 2007 ...	5
PEGGED EMPLOYEES .....	6
7. HOURLY RATES .....	6
8. SALARY PACKAGING ARRANGEMENTS.....	8
9. CHANGES TO WORKFORCE COMPOSITION AND MANAGING EXCESS EMPLOYEES: REDEPLOYMENT, RETRAINING AND REDUNDANCY .....	8
10. OTHER CONDITIONS OF EMPLOYMENT .....	8
11. ENFORCEMENT .....	8
12. WORKLIFE FLEXIBILITY .....	9
 VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS .....	9
PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE.....	9
RETURN TO WORK ON A PART TIME BASIS.....	10
PAID PARTNER LEAVE.....	11
FAMILY CARER'S LEAVE .....	11
REIMBURSEMENT OF REASONABLE CHILD CARE COSTS.....	11
REIMBURSEMENT OF REASONABLE TRAVEL COSTS .....	12
13. NIGHT SHIFT PENALTY .....	12
14. ON-CALL/RECALL .....	13
 ON-CALL ALLOWANCES.....	13
ON-CALL CONDITIONS .....	13
RECALL TO WORK .....	13
15. REST PERIOD AFTER OVERTIME .....	14
16. REST BREAK .....	14
17. WORK HEALTH AND SAFETY.....	14
18. TRAINING AND DEVELOPMENT .....	15
19. WORKPLACE FLEXIBILITY .....	16
20. RECLASSIFICATION DATE.....	16
21. TOIL ENTITLEMENTS .....	16
22. LIMIT ON PUBLIC HOLIDAY WORK.....	17
23. MINIMUM HOURS OF ENGAGEMENT.....	17
24. SPECIAL LEAVE .....	17
25. DOMESTIC/RELATIONSHIP VIOLENCE .....	17
26. PERSONAL LEAVE – INJURY AND SICKNESS .....	18
 ENTITLEMENT TO PERSONAL LEAVE .....	18

ACCUMULATION OF PERSONAL LEAVE ENTITLEMENT .....	18
CONDITIONS FOR PAYMENT OF PERSONAL LEAVE .....	18
EXEMPTIONS .....	18
27. TRADE UNION TRAINING LEAVE .....	18
28. LICENSING FOR PERFORMING HIGH RISK WORK .....	19
29. LICENCES – PLUMBERS, REFRIGERATION AND AIR CONDITIONING MECHANICS .....	19
30. BUILDING TRADES STRUCTURE .....	19
31. TEAM LEADER .....	19
PLUMBERS AND BUILDING TRADES EMPLOYEES .....	19
METAL TRADES EMPLOYEES .....	19
TEAM LEADER ALLOWANCES .....	20
32. EMPLOYER AND EMPLOYEE DUTIES – COUNTRY HEALTH SOUTH AUSTRALIA (HOWSOEVER TITLED) .....	20
33. PERFORMANCE IMPROVEMENT .....	20
34. CONSULTATIVE PROCESSES .....	21
35. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES .....	22
36. RECOGNITION OF UNION DELEGATES .....	22
37. DELEGATES CONFERENCE .....	24
38. REGIONAL COUNCIL DELEGATES MEETINGS .....	24
39. RIGHT OF ENTRY .....	24
40. ASSOCIATION/UNION WORKSITE VISITS .....	24
41. UNION FEES .....	25
42. VARIATIONS .....	25
43. NO EXTRA CLAIMS .....	26
44. NEGOTIATIONS FOR A NEW AGREEMENT .....	26
45. SIGNATORIES .....	27
APPENDIX 1: CHANGES TO WORKFORCE COMPOSITION AND MANAGING EXCESS EMPLOYEES: REDEPLOYMENT, RETRAINING AND REDUNDANCY .....	29
OPERATION .....	29
OBJECTIVES .....	29
PROCEDURE .....	29
1.Seriously considering changes to workforce composition of weekly paid workforce .....	29
2.Voluntary Separation Process .....	31
3.Process for identifying excess employees .....	32
4.Redeployment Process .....	33
5.Disputes .....	36
6.Review .....	36
APPENDIX 2: PARITY WAGES .....	37
SCHEDULE 1.1: S.A. PUBLIC SECTOR PLUMBERS AND GASFITTERS AWARD .....	38
SCHEDULE 1.2: SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD .....	39
SCHEDULE 1.3: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – ELECTRICAL/ELECTRONIC STREAM .....	40

<b>SCHEDULE 1.4: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – MECHANICAL STREAM</b> .....	<b>41</b>
<b>SCHEDULE 1.5: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – FABRICATION STREAM</b> .....	<b>42</b>
<b>SCHEDULE 1.6: APPRENTICES</b> .....	<b>43</b>
<b>ADULT APPRENTICES</b> .....	<b>43</b>
<b>APPENDIX 3: SAVED CLAUSES</b> .....	<b>44</b>
APPENDIX 3.1 – SOUTH AUSTRALIA POLICE DEPARTMENT .....	44
<b>APPENDIX 4: SHARED SERVICES PRINCIPLES</b> .....	<b>45</b>
<b>APPENDIX 5: WORKPLACE FLEXIBILITY AGREEMENTS</b> .....	<b>46</b>
<b>APPENDIX 6: BUILDING TRADES – WORK LEVEL DEFINITIONS</b> .....	<b>47</b>
BUILDING TRADES EMPLOYEE TRAINING LEVEL .....	47
BUILDING TRADES EMPLOYEE LEVEL 1 .....	47
BUILDING TRADES EMPLOYEE LEVEL 2 .....	47
BUILDING TRADES EMPLOYEE LEVEL 3 .....	48
BUILDING TRADES EMPLOYEE LEVEL 4 .....	49
BUILDING TRADESPERSON LEVEL I (100%) .....	50
BUILDING TRADESPERSON LEVEL II (105%) .....	51
BUILDING TRADESPERSON SPECIAL CLASS LEVEL I (110%) .....	52
BUILDING TRADESPERSON SPECIAL CLASS LEVEL II (115%) .....	53

## **1. ENTERPRISE AGREEMENT**

- 1.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.2 This Enterprise Agreement may be referred to as the "*South Australian Public Sector Wages Parity Enterprise Agreement (Plumbing, Metal and Building Trades Employees) 2023*".
- 1.3 This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal ("SAET").
- 1.4 The terms of this Enterprise Agreement will operate for three (3) years from the date of approval of the Enterprise Agreement by the SAET.
- 1.5 The parties to this Enterprise Agreement acknowledge that issues of Government policy, service levels, Commissioner for Public Sector Employment (CPSE) Public Sector Act Standards, Directions, Circulars, Determinations, Guidelines, including as may be issued under the *Public Sector Act 2009*, Chief Executive determinations and resource allocation fall outside the parameters of this Enterprise Agreement. The employer parties undertake to, wherever possible, keep relevant employees informed of these issues.

## **2. OBJECTS AND COMMITMENTS**

- 2.1 The objects of this Enterprise Agreement are:
  - 2.1.1 To enable the SA public sector agencies and employees party to this Enterprise Agreement to be dynamic productive and responsive to the service needs of government, the public and customers;
  - 2.1.2 To effect wages parity and increases in accordance with this Enterprise Agreement for employees bound by this Enterprise Agreement and employed in positions classified at the same level;
  - 2.1.3 To support South Australia's Strategic Plan, the South Australian Health Care Plan (and predecessor/s) and the achievement of government and agency objectives;
  - 2.1.4 To advance the objects of, and the public sector principles and practices referred to in, the *Public Sector Act 2009*;
  - 2.1.5 To support workforce flexibility, mobility, development and performance;
  - 2.1.6 To continue to apply to particular agencies terms as detailed in Appendix 3.
- 2.2 In making and applying this Enterprise Agreement, the parties are committed to:
  - 2.2.1 The continued evolution of the SA public sector as a dynamic, productive and customer responsive entity;
  - 2.2.2 Recognising that ongoing employment is the primary form of public sector employment;
  - 2.2.3 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of the service and to enable the provision of quality services to government, the public and customers;
  - 2.2.4 Working flexibly to meet customer service needs, working with changing technology, and achieving the requirements of public sector building, metal and engineering maintenance service and infrastructure outcomes;
  - 2.2.5 Consultation in the development and implementation of public sector and agency based reform and change programs;
  - 2.2.6 Encouraging agencies to consider whether the engagement of an apprentice may be appropriate when a vacancy arises or during the recruitment process; and
  - 2.2.7 Existing conditions of employment applying to a party not being reduced, subject to the terms of the Enterprise Agreement and any applicable Workplace Flexibility Agreement. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the SAET.

## **3. INTERPRETATION**

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

"Act"	Means the <i>Fair Work Act 1994</i> ;
"administrative unit"	Means an administrative unit established under the <i>Public Sector Act 2009</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
"agency"	Means an agency referred to in clause 4.2;
"approval"	Means approval by the SAET;
"association"	Means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
"CE, AGD"	Means the Chief Executive of the Attorney-General's Department, delegate thereof, or person holding or acting in that position, or such other person as may from time to time be declared to be the employer of public employees for the purposes of the Act;
"Chief Executive"	Means the person who is the principal administrative officer within the named agency, or delegate thereof;
"Commissioner's Determination or Commissioner's Standard"	Means a Standard made, or varied or substituted for by the CPSE and includes any standard, determination, direction or other instrument that may be made, varied or substituted for by the CPSE (or such other title as may apply) pursuant to the <i>Public Sector Act 2009</i> ;
"CPSE"	Means the Commissioner for Public Sector Employment, delegate thereof, or person holding or acting in the position of Commissioner for Public Sector Employment;
"employer"	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
"employee"	Means an employee bound by this Enterprise Agreement;
"employee representative"	Includes an association, as defined above;
"incorporated hospital"	Means a hospital incorporated under the <i>Health Care Act 2008</i> (or successor);
"ffpp"	Means first full pay period;
"particular agency"	Means the agency or entity specifically referred to in the relevant clause;
"party"	Means the persons, entities and associations referred to in clause 4;
"plumbing, metal and building trades employee"	Means an employee covered by this Agreement who is employed in an agency specified in clause 4.2 and who has a classification specified within Appendix 2: Parity Wages;
"SAET"	Means the South Australian Employment Tribunal;
"salaried employee"	Means an employee covered by the <i>South Australian Public Sector Enterprise Agreement: Salaried 2021</i> (or successor), and does not include a weekly paid employee;
"this Enterprise Agreement"	Means the <i>South Australian Public Sector Wages Parity Enterprise Agreement: (Plumbing, Metal and Building Trades Employees) 2023</i> ;

"Union"	Means an Association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
"Voluntary Flexible Working Arrangement" and "VFWA"	Means a working arrangement of a type dealt with in Commissioner's Determination and Guideline: Flexible Workplaces (as amended from time to time) and made available by a Chief Executive to the agency or to a workplace or group of employees within the agency;
"Weekly paid employee"	Means an employee covered by the <i>South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022</i> (or successor), and does not include a salaried employee or plumbing, metal and building trades employee.

- 3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the following:
- 3.2.1 *S.A. Public Sector Plumbers and Gasfitters Award* (or successor);
  - 3.2.2 *South Australian Government Building Trades Award* (or successor); and
  - 3.2.3 *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007* (or successor).
- 3.3 A clause in this Enterprise Agreement will prevail over any provision in an applicable award referred to in the preceding sub-clause to the extent of any inconsistency.
- 3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.
- 3.5 The Appendices form part of this Enterprise Agreement.
- 3.6 In relation to Appendix 3: Saved Clauses and Appendix 5: Workplace Flexibility Agreements:
- 3.6.1 A clause in Appendix 3 and Appendix 5 will prevail over any other clause of this Enterprise Agreement to the extent of any inconsistency;
  - 3.6.2 In interpreting or applying a clause in Appendix 3 and Appendix 5, regard may be had, in the event of ambiguity or uncertainty, to the context within which the clause appeared in the relevant superseded Enterprise Agreement or was agreed (respectively); and
  - 3.6.3 Clauses in each part of "Appendix 3: Saved Clauses" will apply only to the particular agency to which the part refers, unless the clause otherwise provides; and clauses in any schedule in "Appendix 5: Workplace Flexibility Agreements" will apply only to the workplace specified in the schedule.
- 3.7 Where a clause or Appendix refers to a particular agency, unless otherwise specified, the clause or Appendix shall have effect only in respect of the named agency, employees within that agency, and association/s with members within that agency.
- 3.8 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.
- 3.9 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 3.10 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

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

- 4.1 This Enterprise Agreement is binding upon the following employers or their successors within the South Australian Public Sector, associations/unions and employees:
- 4.1.1 Chief Executive of the Attorney-General's Department (CE, AGD) in respect of plumbing, metal and building trades employees employed in an agency specified in clause 4.2 and who have a classification specified within Appendix 2: Parity Wages;
  - 4.1.2 Amalgamated AWU (S.A.) State Union;



- 4.1.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU);
  - 4.1.4 Construction, Forestry, Maritime, Mining and Energy Union, South Australia Branch (CFMEU);
  - 4.1.5 Electrical Trades Union of Australia, South Australian Branch and Plumbers & Gas Fitters Employees Union of Australia – Adelaide Branch, The;
  - 4.1.6 United Firefighters Union of South Australia Incorporated (UFU) responsency is limited to employees employed in the South Australian Metropolitan Fire Service;
  - 4.1.7 Ambulance Employees Association of South Australia, The (AEA) and
  - 4.1.8 Plumbing, metal and building trades employees employed in an agency (or part of an agency) specified in clause 4.2 and who have a classification specified within Appendix 2: Parity Wages.
- 4.2 This Enterprise Agreement is binding upon the following
- Agencies that are administrative units established pursuant to the *Public Sector Act 2009*, including:
- 4.2.1 Department for Environment and Water;
  - 4.2.2 Department of Human Services;
  - 4.2.3 Department for Infrastructure and Transport;
  - 4.2.4 Department for Health and Wellbeing (including health services incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*);
  - 4.2.5 South Australia Police; and
  - 4.2.6 Any other administrative unit as may be established or renamed from time to time pursuant to the *Public Sector Act 2009*.
- 4.2.1 Other Agencies:
- South Australian Metropolitan Fire Service; and
  - TAFE SA.
- 4.3 This Enterprise Agreement is not binding on persons appointed, employed, or holding a position:
- 4.3.1 As Chief Executive, Chief Executive Officer or Executive, whether appointed pursuant to the *Public Sector Act 2009* or not (except that this Agreement shall be binding on the CE, AGD in the capacity as employer of public employees pursuant to the *Fair Work Act 1994*);
  - 4.3.2 Subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above South Australian Executive Service level 1 (unless the employee is employed in a position that has a classification specified in Appendix 2: Parity Wages);
  - 4.3.3 Subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the period of the contract;
  - 4.3.4 Subject to an Award or agreement pursuant to the *Fair Work Act 2009* (Cth);
  - 4.3.5 Pursuant to the *Police Act 1998* (including those persons whose appointment or employment is continued pursuant to that Act but excluding employees engaged pursuant to clause 4.16 of the Police Officers Award);
  - 4.3.6 Whose remuneration is fixed pursuant to the *Remuneration Act 1990*;
  - 4.3.7 As an employee or officer employed under the provisions of the *Electoral Act 1985*;
  - 4.3.8 As Aboriginal Education Workers whose employment is subject to the Aboriginal Education Workers (DECS) Award;
  - 4.3.9 As Early Childhood Workers whose employment is subject to the Early Childhood Workers Award;
  - 4.3.10 As Firefighters employed by the South Australian Metropolitan Fire Service;
  - 4.3.11 As Hourly Paid Instructors;

- 4.3.12 As Lecturer and Lecturer related employees whose employment is subject to the TAFE (Educational Staff) Interim Award;
- 4.3.13 As Managers Legal Services (Attorney-General's Department/Crown Solicitor's Office/Legal Services Commission);
- 4.3.14 As Ministerial Contract Employees;
- 4.3.15 As Nurses and Midwives;
- 4.3.16 As Personal Assistants to Members of Parliament;
- 4.3.17 As Officers of the Parliament of SA (including employees of the Joint Parliamentary Services Committee);
- 4.3.18 As Salaried Medical Officers, Visiting Medical Specialists or Clinical Academics;
- 4.3.19 As School Bus Drivers in the Department for Education and Child Development;
- 4.3.20 As School Services Officers;
- 4.3.21 As Statutory Office Holders;
- 4.3.22 As Teachers (including teachers holding or employed in other positions where the teacher continues to be entitled to payment as a teacher);
- 4.3.23 As Trainees (but not trade apprentices) who are undertaking a training contract as defined by the *Training and Skills Development Act 2008*;
- 4.3.24 As an employee who is subject to the *SA Ambulance Service Enterprise Agreement 2022* (or successor);
- 4.3.25 As a salaried employee who is subject to the *South Australian Public Sector Enterprise Agreement: Salaried 2021* (or successor); and
- 4.3.26 As a weekly paid employee who is subject to the *South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2022* (or successor).

## 5. OTHER ENTERPRISE AGREEMENTS

- 5.1 This Enterprise Agreement supersedes all previous enterprise agreements that applied to some or all of the employees bound by this Enterprise Agreement and no party will oppose an application to formally rescind a superseded enterprise agreement.
- 5.2 The clauses in each Part of Appendix 3 are "saved clauses" from superseded Enterprise Agreements. Each Part of Appendix 3 will only apply to the particular agency, or part of the particular agency; and the plumbing, metal and building trades employees within the particular agency or part, as is specified in the Part.

## 6. WAGE ADJUSTMENTS

- 6.1 This clause refers to the wages schedules appearing in Appendix 2: Parity Wages.
- 6.2 Except as provided by this clause, the wage rates payable to employees are those detailed in Appendix 2: Parity Wages which provides for wage rates which will operate from the first full pay period to commence on or after the dates specified (the "applicable date"), namely:
  - 15 December 2022;
  - 15 December 2023;
  - 15 December 2024; and
  - 15 December 2025.
- 6.3 The wage payable to an employee as at the applicable date shall not reduce by reason of a wage schedule in this Enterprise Agreement.

## **SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES. (METAL TRADES) AWARD 2007**

- 6.4 Employees who are employed pursuant to the *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007* will be paid in accordance with the following:

- 6.4.1 Schedule 1.3 for employees who are engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Electrical/Electronics) and who perform electrical/electronics work.
- 6.4.2 Schedule 1.4 for employees who are either:
  - (a) engineering employees who perform mechanical work or hold Certificate I or Certificate II in Engineering (Mechanical); or
  - (b) engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Mechanical) and who perform mechanical work.
- 6.4.3 Schedule 1.5 for employees who are either:
  - (a) engineering employees who perform fabrication work or hold Certificate I or Certificate II in Engineering (Fabrication); or
  - (b) engineering tradespersons who hold a Trade Certificate or Tradespersons Rights Certificate as an Engineering Tradesperson (Fabrication) and who perform fabrication work.

#### **PEGGED EMPLOYEES**

- 6.5 This sub-clause applies to "pegged employees". A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.
  - 6.5.1 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
  - 6.5.2 Once the rate of pay for a pegged employee's classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

#### **7. HOURLY RATES**

- 7.1 The hourly rates as specified in Appendix 2: Parity Wages will be payable for all purposes including:
  - 7.1.1 Annual leave;
  - 7.1.2 Sick leave;
  - 7.1.3 Rostered days off;
  - 7.1.4 Public holidays;
  - 7.1.5 Long service leave;
  - 7.1.6 Public Sector Skills and Experience Retention Leave;
  - 7.1.7 Paid Maternity and Adoption Leave; and the
  - 7.1.8 Calculation of overtime payments.
- 7.2 The hourly rates are inclusive of the following allowances, and include agency specific payments which are not contained in Awards. The parties agree that there is no entitlement to the payment of these allowances to employees from the first full pay period commencing on or after 31 December 2007.
  - 7.2.1 *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007:*
    - (a) Clause 22.1.1 Disabilities allowance, Unit 23 - Department of Administrative and Information Services;
    - (b) Clause 22.1.2 Electrical tradesperson, Corrosion Section SA Water Corporation;
    - (c) Clause 22.1.4 Lift Work Allowance;

- (d) Clause 22.1.6 Tool Allowance – tradespersons and apprentices;
- (e) Clause 22.2.4 Industry Allowance, Department of Administrative and Information Services;
- (f) Clause 22.2.5 Licence allowance, electrical tradespersons;
- (g) Clause 22.2.6 Metal tradespersons mechanical services group, Netley Workshops, Department of Administrative and Information Services;
- (h) Clause 22.2.7 Metal tradespersons (mechanical and electrical) Glenside Hospital, Lyell McEwin Health Service, Royal Adelaide Hospital and Northfield District Office of the Department of Administrative and Information Services;
- (i) Clause 22.2.9 Ship repairing;
- (j) Clause 22.2.10 Shipwright divers;
- (k) Clause 22.2.11 Whyalla and Iron Knob; and
- (l) Clause 22.3 Special rates.

7.2.2 *South Australian Government Building Trades Award:*

- (a) Clause E3 Application of and Index to Special Rates;
- (b) Clause E4 Special Rates;
- (c) Clause E6 Industry Allowance "On Site" Construction;
- (d) Clause E7 Industry Allowance Other than "On Site" Construction;
- (e) Clause E9 Underground Allowance;
- (f) Clause E12 Tools and Tools Allowance;
- (g) Clause E13 Disabilities Allowance; and
- (h) Clause E15 Laser Safety Officer Allowance.

7.2.3 *S.A. Public Sector Plumbers and Gasfitters Award:*

- (a) Employees of the South Australian Government Departments and payment of an industry allowance as prescribed in Clause 28 "Other Conditions of Employment";
- (b) Clause 10 Special Rates;
- (c) Clause 11 Disabilities Allowance, Royal Adelaide Hospital, Glenside Campus;
- (d) Clause 12 Multi-storey Allowance;
- (e) Clause 14 Asbestos Eradication; .
- (f) Clause 15 Allowances included in Wage Rates; and
- (g) Part 4 – Construction Work On-site – Daily Hire Employees and Part 3 – Mixed Enterprises and Shopwork – Weekly Hire Employees of Schedule 2 – Rates of Pay.

7.2.4 *South Australian Metropolitan Fire Service Administrative, Technical and Trades Employees Enterprise Agreement 2005:*

- (a) Clause 16 Tool Allowance – Tradespersons and Apprentices; and
- (b) Clause 17 Licence Allowance, Electrical Tradespersons.

7.2.5 *South Australian Metropolitan Fire Service Engineering Workshop Employees Enterprise Agreement 2007:*

- (a) Clause 20 Trades Allowance.

7.2.6 *South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007:*

- (a) Appendix 6: State Building and Plumbing Trades.

7.2.7 *South Australian Government Wages Parity (Metal Trades) Enterprise Agreement 2005:*

(a) Clause 13 All Purpose Metal Trades Maintenance Allowance.

7.2.8 Agency Specific Payments:

(a) Key Allowance, Women's and Children's Hospital.

(b) Surgical Allowance, Women's and Children's Hospital.

(c) High Voltage Allowance, The Queen Elizabeth Hospital.

(d) Additional Allowance, Northern and Far Western Health Service (Whyalla Hospital).

(e) Lift Work Allowance, Royal Adelaide Hospital.

**8. SALARY PACKAGING ARRANGEMENTS**

8.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.

8.1.1 Subject to this clause, the rate of pay payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the rate of pay payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.

8.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the rate of pay that would have been payable had the employee not entered into a SSA.

8.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the rate of pay that would have been payable had the employee not entered into a SSA.

**9. CHANGES TO WORKFORCE COMPOSITION AND MANAGING EXCESS EMPLOYEES: REDEPLOYMENT, RETRAINING AND REDUNDANCY**

9.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the parties acknowledge that this Enterprise Agreement is made and entered into on the basis that a new process for dealing with changes to workforce composition and managing excess employees: redeployment retraining and redundancy as detailed in Appendix 1 will be implemented to apply to agencies and employees party to this Enterprise Agreement effective from the date of approval by the SAET.

**10. OTHER CONDITIONS OF EMPLOYMENT**

10.1 Terms and conditions of employment not specifically dealt with in this Enterprise Agreement and/or its underpinning Awards can be found in the Department of the Premier and Cabinet's – Conditions of Employment for Weekly Paid Employees and/or the SA Health (Health Care Act) Human Resources Manual (the Manuals) as applicable and as may be varied from time to time.

10.2 The provisions of this Enterprise Agreement prevail to the extent of any inconsistency over an award provision. The provisions of an applicable industrial award as listed in this Enterprise Agreement prevail to the extent of any inconsistency over matters contained in the Manuals.

10.3 Where the Manuals are reviewed and changes proposed, the employer will consult with the applicable employee representatives in accordance with clause 34 of this Enterprise Agreement.

**11. ENFORCEMENT**

11.1 If a Union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this Enterprise Agreement is made; or a parliamentary process that reduces or removes an

employment benefit; an existing condition; or a condition prescribed in this Enterprise Agreement, the Union may seek redress to the SAET in relation thereto.

## **12. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

- 12.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
- 12.1.1 Agencies will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
- 12.1.2 A Chief Executive will consider an employee's request to participate in a VFWA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances. Agreement to a proposed VFWA shall not be unreasonably withheld and affected employees will be provided with the reasons where it is not supported.
- 12.1.3 This clause applies for the period an employee participates in a VFWA.
- (a) Subject to this clause, the wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
  - (b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
  - (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
  - (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

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

- 12.2 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement. This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the Commission of this Enterprise Agreement.
- 12.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to sixteen (16) weeks paid maternity or adoption leave (as applicable) (the "applicable maximum period"). "Adopted child" means a child under 16 years of age.
- 12.2.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the South Australian public sector for not less than five (5) years (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks (the "applicable maximum period").
- 12.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- (a) The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
  - (b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including overtime and recreation leave loading allowances that are calculated and paid on a fortnightly basis, and allowances that are expressed as being payable 'for all purposes' but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 12.2.4 At the time of applying for paid maternity leave or paid adoption/surrogacy leave, the employee may elect in writing:
- (a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
  - (c) A combination of (a) and (b).
- 12.2.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 12.2.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 12.2.7 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is an employee of the same agency as the employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by the same agency), the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies. Parents who are employees of the same agency but are covered by different enterprise agreements may only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity or adoption leave in respect of a child/ren).
- 12.2.8 This clause operates notwithstanding the *Paid Parental Leave Act 2010* (Cth) effective from 1 January 2011.

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

- 12.3 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part time arrangement will be as agreed between the relevant Chief Executive and the employee.
- 12.3.1 The following conditions apply to an employee applying to return on a part time basis:
- (a) For an agency that has 100 full time equivalent employees or more, the employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive

such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;

- (b) For an agency that has less than 100 full time equivalent employees, the employee will provide such request at least 12 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
- (c) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis;
- (d) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

#### **PAID PARTNER LEAVE**

- 12.4 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (pro-rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.
- 12.5 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 12.6 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be applicable to Family Carer's Leave.

#### **FAMILY CARER'S LEAVE**

- 12.7 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
  - 12.7.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who needs the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
  - 12.7.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.
- 12.8 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

#### **REIMBURSEMENT OF REASONABLE CHILD CARE COSTS**

- 12.9 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the agency will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
  - 12.9.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 12.9.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.



- 12.9.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 12.9.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the CPSE or the employee's agency.
- 12.9.5 The employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 12.9.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

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

- 12.10 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
  - 12.10.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 12.10.2 The employee ordinarily uses public transport.
  - 12.10.3 Travel is by the most direct or appropriate route.
  - 12.10.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the CPSE.
  - 12.10.5 The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

#### **13. NIGHT SHIFT PENALTY**

- 13.1 A night shift penalty of 20.5% will apply in lieu of the 15% penalty specified in clause 26.2.1 of the *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007*.

#### 14. ON-CALL/RECALL

- 14.1 The provisions relating to on-call and recall, which are prescribed in the awards listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.

##### ON-CALL ALLOWANCES

- 14.2 Employees who are rostered to be on-call of a night time or during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty (as applicable), will be paid an allowance for each night or day (as applicable) as follows:

	From the first full pay period on or after 15 December			
	2022	2023	2024	2025
	\$	\$	\$	\$
<b>Monday to Friday</b>	35.64	36.71	37.81	38.94
<b>Weekends/ Public Holidays/ Rostered Days Off</b>	62.20	64.07	65.99	67.97

##### ON-CALL CONDITIONS

- 14.3 No employee should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to same.
- 14.4 The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to occupational, health and safety considerations.
- 14.5 Employees who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 14.6 Employees who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- 14.7 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, Commissioner's Determination's and other manuals of conditions of employment, etc. covering the employees bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

##### RECALL TO WORK

- 14.8 Subject to 14.10 below, employees bound by this Enterprise Agreement, will be paid for a minimum of four (4) hours, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 14.9 Subject to 14.10 below, employees bound by this Enterprise Agreement, will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 14.10 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 14.8 and 14.9, is an employee's normal rate for overtime purposes.
- 14.11 All employees who travel to work as a result of receiving a recall to work will be:

- 14.11.1 reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
- 14.11.2 permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- 14.11.3 permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

#### **15. REST PERIOD AFTER OVERTIME**

- 15.1 The provisions relating to rest period after overtime, which are prescribed in the awards listed in clause 3.2 and which are not specifically referred to in this clause, will continue to apply.
- 15.2 If, in accordance with the *Work Health and Safety Act 2012*, there may be a safety risk to the employee or any other employee if the employee resumed work (after working overtime) at the normal starting time, the agency may release the employee without loss of pay for a period to be determined by the agency.

#### **16. REST BREAK**

- 16.1 An employee working overtime must be allowed a rest period of twenty minutes without deduction of pay after each four (4) hours of overtime worked if the employee is to continue to work after the rest break.
- 16.2 Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.
- 16.3 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and one-half (1½) hours, an employee, before starting the overtime is entitled to a meal break of twenty minutes to be paid at ordinary rates.
- 16.4 The employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.
  - 16.4.1 In the event that an employee requests to take a meal break after starting the overtime, the timing of the break may be at the completion of overtime, subject to clause 16.4.3 below.
  - 16.4.2 The employer shall not unreasonably withhold agreement to such a request.
  - 16.4.3 In the event that an employee requests to take a meal break after starting the overtime, the employee must take a meal break after a maximum of three (3) hours.

#### **17. WORK HEALTH AND SAFETY**

- 17.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 17.2 Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and returning employees to work in support of:
  - 17.2.1 Improving workplace health and safety;
  - 17.2.2 Improving return to work performance; and
  - 17.2.3 Reducing human and workplace costs of injury and illness.
- 17.3 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
  - (a) Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
  - (b) Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
  - (c) Achieving continuous improvement, and best practice, in workplace health and safety and injury management performance.

- (d) Implementation and continuous improvement of monitoring and reporting systems.
  - (e) Development and implementation of more flexible "return to work" options aimed at improving return to work performance.
  - (f) A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
  - (g) Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
  - (h) Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 17.4 The parties acknowledge the benefits both to agencies and individual employees gained through employees gained through work/life balance, managing reasonable workloads and the effective management of overtime. Consideration will be given to WHS and consultation undertaken when change impacts the work undertaken by employees.
- 17.5 If an employee or group of employees believe that an instruction, policy or procedure is not reasonable, the employee, or group of employees or applicable Union concerned can first raise the issue at the local level, and if applicable seek to have the issue reviewed by the Chief Executive. The review will address the alleged unreasonable instruction, policy or procedure.
- 17.6 These provisions;
- 17.6.1 do not exclude consultation provisions referred to in Clause 34 of this Enterprise Agreement; and
  - 17.6.2 are to be read in conjunction with the applicable legislation.

## **18. TRAINING AND DEVELOPMENT**

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

## **19. WORKPLACE FLEXIBILITY**

- 19.1 The parties agree that an agency may negotiate and reach agreement at a workplace level with employees within that workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 19.2 This clause applies to a proposal by an agency or employee/s within a workplace to negotiate and agree flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").
- 19.3 Where an agency or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the agency or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The agency will provide such information to such employee representative/s party to this Enterprise Agreement that it believes may represent employees within the applicable workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.
- 19.4 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and productivity; work and non-work impacts on individual affected employees; and whether the Proposal has policy implications across agencies in the public sector. Where such policy implications arise, the affected employee/s, or relevant employee representative/s party to this Enterprise Agreement, may refer the Proposal to the CPSE for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement.
- 19.5 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including a relevant Award) provided that this requirement will be deemed to be met where the relevant agency and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.
- 19.6 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "Workplace Flexibility Agreement").
- 19.7 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule within Appendix 5: Workplace Flexibility Agreements to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement and will operate only in respect of the agency and workplace specified within the schedule.

## **20. RECLASSIFICATION DATE**

- 20.1 Where an employee makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three (3) calendar months from the date of lodgement.

## **21. TOIL ENTITLEMENTS**

- 21.1 An employee who accrues time off in lieu (TOIL) of overtime in accordance with applicable award cannot lose that entitlement.
- 21.2 Where an employee accrues TOIL that is to be taken as follows:
- 21.2.1 At a time agreed with the employer within three (3) months of accrual; or
  - 21.2.2 With the agreement of the employer, may accrue up to five (5) days TOIL in a financial year before being subject to a direction to take the time; or
  - 21.2.3 At a time directed by the employer where the employee has not taken the time within three (3) months of accrual or would otherwise carry forward to the next financial year more than five (5) days TOIL.

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

## **22. LIMIT ON PUBLIC HOLIDAY WORK**

- 22.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays in any one (1) calendar year except with the agreement of the employee or in unavoidable circumstances.

## **23. MINIMUM HOURS OF ENGAGEMENT**

- 23.1 A casual employee will be engaged for a minimum period of three (3) hours per occasion, unless otherwise expressly agreed between the agency and the employee.
- 23.2 During the life of this Enterprise Agreement, a part-time employee will be engaged for a minimum shift period of three (3) hours, unless otherwise agreed between the agency and the employee.
- 23.3 Nothing in this clause affects the operation of clause 14 On-call/Recall.

## **24. SPECIAL LEAVE**

- 24.1 Chief Executives may grant up to the equivalent of 15 days special leave with pay each service year to employees in accordance with Commissioner's Determination 3.1 - Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay (or however so titled and as varied from time to time), or in respect of employees of the Department for Health and Ageing, in accordance with the SA Health (Health Care Act) Human Resources Manual (or however so titled and as varied from time to time) as applicable.
- 24.2 The parties acknowledge that the terms of Commissioner's Determination 3.1 - Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay (or however so titled and as varied from time to time) will apply to employees bound by this Enterprise Agreement.

## **25. DOMESTIC/RELATIONSHIP VIOLENCE**

- 25.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and an agency will provide reasonable access to, existing leave and flexible and safe working arrangements.
- 25.2 The parties note that Regulation 9(8) of the Public Sector Regulations 2010 operates to apply the domestic/family violence leave provisions of up to 15 days of special leave with pay per annum to all Public Sector employees.
- 25.3 Chief Executives or delegates will allow employees to access special leave in accordance Commissioner's Determination 3.1 - Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay, clause f) Domestic/Family Violence Leave. In order to maintain confidentiality, public sector agencies may record special leave approved in such circumstances as "urgent pressing necessity".

## **26. PERSONAL LEAVE – INJURY AND SICKNESS**

### **ENTITLEMENT TO PERSONAL LEAVE**

- 26.1 An employee (other than a casual employee) who has a personal leave credit is entitled to personal leave if the employee is too sick to work.

### **ACCUMULATION OF PERSONAL LEAVE ENTITLEMENT**

- 26.2 A full-time employee will receive twelve (12) days (or the equivalent hours) per annum for the purposes of personal leave.
- 26.3 A part-time employee will be credited personal leave on a pro-rata basis.
- 26.4 Personal leave will be credited for individual employees based on their service year. Where an employee as at the date of approval of this Enterprise Agreement has their personal leave credited as at 1 July, that arrangement will continue in place.
- 26.5 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

### **CONDITIONS FOR PAYMENT OF PERSONAL LEAVE**

- 26.6 The employee is not entitled to payment for personal leave unless:
- 26.6.1 The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
- 26.6.2 The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness. This clause is to be read in conjunction with and does not prevail over clauses in related Awards that deal with the production of medical certificates in the case of absence from work on account of personal illness or injury.
- 26.7 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

### **EXEMPTIONS**

- 26.8 The provisions of sub-clause 26.2 do not apply to employees whose current annual entitlement to personal leave - injury and sickness exceeds 91.20 hours per annum.

## **27. TRADE UNION TRAINING LEAVE**

- 27.1 Subject to any genuine operational requirements of a relevant work area, a Chief Executive shall approve special leave with pay to union members to attend trade union training courses organised and approved by the ACTU, SA Unions or the relevant registered Association/Union subject to the following conditions:
- 27.1.1 The employee is nominated for attendance at the course by the recognised organisation of which the employee is a member (a certificate of eligibility must be signed by the Secretary of the recognised organisation or a person nominated by the Secretary); and
- 27.1.2 The employee can be spared by the employer/agency. In deciding approvals, the work of the employer must be a priority and the privilege may be withdrawn at any time it is considered necessary, however the employee must not be unreasonably refused.
- 27.1.3 Special leave with pay may be granted to an eligible employee up to a maximum of the equivalent of 10 working days during two calendar years, to be calculated from the date the employee is first granted leave to attend a trade union training course. Special leave with pay in excess of this entitlement may be granted in special circumstances at the discretion of the chief executive, but in no case will the amount exceed the equivalent of 20 working days during two years.
- 27.1.4 All other costs related to the attendance at a course will be the responsibility of the nominating responsible organisation.

- 27.1.5 Where an employee is absent on trade union training on their programmed day off, such day will stand as the programmed day off. The employee is not permitted to substitute another day for the programmed day off. Accordingly, that day is not to be debited as training and the employee may use the day if additional trade union training is sought later in that two calendar period.

## **28. LICENSING FOR PERFORMING HIGH RISK WORK**

- 28.1 An employee who is required by the employer and/or required in relation to the normal duties attached to their role to possess and act upon a licence required in accordance with the *National Standard for Licensing Persons Performing High Risk Work 2006* (the Standard) will upon gaining such licence, be reimbursed the cost of any preparation course, assessment/examination and the ongoing cost of maintaining the licence as prescribed by the Standard.

## **29. LICENCES – PLUMBERS, REFRIGERATION AND AIR CONDITIONING MECHANICS**

- 29.1 On and from the date of approval, employees who are engaged as plumbers, refrigerant and air conditioning mechanics who are required to obtain a workers registration, including a refrigerant handling licence, pursuant to the *Plumbers, Gas Fitters and Electricians Act 1995* will be reimbursed the cost of such a licence. Employees will be required to produce proof of payment to be eligible for reimbursement.
- 29.2 The provisions of clause 22.2.12 of the *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007* will continue to apply to employees employed pursuant to this Award.

## **30. BUILDING TRADES STRUCTURE**

- 30.1 Appendix 6: Work Level Definitions – Building Trades Employees applies in lieu of Clause A7 "Work Level Definitions" of the *South Australian Government Building Trades Award*.

## **31. TEAM LEADER**

### **PLUMBERS AND BUILDING TRADES EMPLOYEES**

- 31.1 An employee classified at Advanced Plumbing and Mechanical Services Tradesperson Level II or Building Tradesperson Advanced Skill Level II who undertakes the team leader duties as prescribed in clause 31.2 will be paid a weekly allowance for all purposes as set out in the table in clause 31.5.
- 31.2 Team Leader Duties:
- 31.2.1 allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level or of a lower level within the scope of the activity being undertaken);
  - 31.2.2 inspect and ensure the quality of work undertaken by employees;
  - 31.2.3 advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
  - 31.2.4 ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - 31.2.5 prepare and maintain records and incident reports;
  - 31.2.6 provide an overall on-the-job leadership role;
  - 31.2.7 exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;
  - 31.2.8 assist in the on-the-job training of employees;
  - 31.2.9 perform associated duties as directed.

### **METAL TRADES EMPLOYEES**

- 31.3 This clause is in lieu of clause 22.1.3(b) of the *South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007*.



- 31.4 An employee substantively employed at level M3 and who, in addition to their normal duties, performs team leader or responsible tradesperson duties (as defined in the classification level definitions Schedule A – Classification level definitions) will be paid an all purpose allowance as set out in the table in clause 31.5.

#### **TEAM LEADER ALLOWANCE**

- 31.5 The team leader allowance to be paid in accordance with this clause are as follows:

<b>Weekly Rates from the first full pay period on or after 15 December</b>			
<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>46.75</b>	<b>48.15</b>	<b>49.59</b>	<b>51.08</b>

### **32. EMPLOYER AND EMPLOYEE DUTIES – COUNTRY HEALTH SOUTH AUSTRALIA (HOWSOEVER TITLED)**

- 32.1 This clause only applies to regional incorporated hospitals within the management of Country Health South Australia (CHSA) (howsoever titled). The provisions have regard to the specific operational requirement of regional hospitals for flexible delivery of maintenance services and current practices.
- 32.2 In addition to the duties performed by a plumbing, metal and building trades employee as a consequence of their qualifications and classification in this Enterprise Agreement, CHSA may require an employee to carry out other maintenance service and related duties not contemplated within the classification structures of this Enterprise Agreement provided that:
- 32.2.1 the additional duties are within the limits of the employee's skills, competence and training (including appropriate training for required tools and/or equipment);
- 32.2.2 the additional duties are not designed to promote de-skilling; and
- 32.2.3 the employee consents to the additional duties where such an arrangement is an extension to current practice.

### **33. PERFORMANCE IMPROVEMENT**

- 33.1 This Agreement recognises that the SA public sector will continue to evolve as a dynamic, productive and customer responsive entity.
- 33.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 33.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the South Australian public sector and its agencies, including:
- 33.3.1 Facilitating ongoing improvements to service delivery and achievement of "best practice".
- 33.3.2 Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
- 33.3.3 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
- 33.3.4 Facilitating the achievement of an agency's performance goals and performance measures.
- 33.3.5 Supporting an agency requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
- 33.3.6 Facilitating an agency identifying trends and assessing their relevance to its operations.

33.3.7 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegate decision-making.

33.4 The parties are also committed to achieving and facilitating productivity and efficiency improvements to, and improving career paths and development opportunities in, the SA Public Sector and its agencies through the examination and implementation of shared services and service centres within the public sector. The parties commit to the principles in Appendix 3 in relation to the implementation of any shared services initiatives.

#### **34. CONSULTATIVE PROCESSES**

34.1 The parties commit to the following consultative principles:

34.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.

34.1.2 Consultation is undertaken with public sector employees and public sector representative organisations on matters that affect public sector employment.

34.1.3 Employers and Agencies consult in good faith, not simply advise what will be done.

34.1.4 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

34.1.5 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.

34.1.6 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

34.2 In relation to significant issues of public sector wide reform, the CPSE will consult with the "SA Unions" (i.e. formerly known as the UTLC) and Associations/Unions party to this Enterprise Agreement in accordance with the above principles.

34.3 When an Agency is giving serious consideration to workplace change, the applicable Agency must discuss with the parties to this Enterprise Agreement relevant to the change, including relevant employees, the proposed change and the effect the change is likely to have on the employees.

34.4 The Agency must discuss measures to avert or mitigate the adverse effect of the change on the employees.

34.4.1 For the purposes of the discussion the applicable Agency will provide the Union and relevant employees in writing:

(a) all relevant information about the change including the nature of the changes proposed; and

(b) information about the expected effects of the change on the employees; and

(c) any other matters likely to affect the employees.

34.4.2 An Agency is not required to disclose confidential information the disclosure of which, when considered objectively, would be against the interests of the applicable agency or agencies or the Crown in Right of the State of South Australia.

34.4.3 The Agencies are committed to meaningful consultation and will give genuine consideration to matters raised about the proposed major change by the Union and relevant employees prior to a definite decision being made by the Agency.

34.4.4 As soon as practicable after a definite decision has been made, the Agency will notify the Union and the employees affected in writing.

34.5 If there is a dispute in relation to any provision in the Consultation clause, the dispute will be resolved in accordance with clause 35, Grievance and Dispute Avoidance Procedures of this Enterprise Agreement.

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

- 35.1 This procedure aims to avoid industrial disputes in the agencies covered by this Enterprise Agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 35.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 35.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 35.4 All parties have a right to seek representation in order to resolve any dispute.
- 35.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 35.11 of this clause will be handled as follows:
- Stage 1 Discussions between the employee/s and supervisor.
  - Stage 2 Discussions involving the employee/s and/or nominated representatives or delegates with the relevant agency management representative or nominated delegate.
  - Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant agency management representative or nominated delegate. At this stage, discussions may include representatives of the CE, AGD.
- 35.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 35.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 35.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 35.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the SAET where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 35.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 35.11 Any grievance or dispute concerning workload will be handled as follows:
- 35.11.1 The employee/s will notify their manager in writing of the workload issue/s.
  - 35.11.2 The manager should initiate discussions with the employee/s within 24 hours.
  - 35.11.3 Should the matter not be resolved, discussions should occur between the employee, employee's representative, the employee's manager and the relevant Director.
  - 35.11.4 If the matter remains unresolved a record of the discussions at paragraph 35.11.3 shall be forwarded to the Chief Executive, or in the case of an incorporated hospital or health centre, the Chief Executive Officer, who may issue directions as to the issue/s.

### **36. RECOGNITION OF UNION DELEGATES**

- 36.1 An employee appointed union delegate in the section or Department in which the employee is employed will, upon notification of this to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited union delegate is to be allowed reasonable time during working hours, at a mutually convenient time, to interview the employer or the employer's representative on matters affecting employees whom the accredited delegate represents.

- 36.2 The CE, AGD acknowledges and accepts the authority and duties of all Union elected representatives as contained in their relevant Union's constitution, rules and/or by-laws, in accordance with the detail of procedure contained in this Section.
- 36.3 The CE, AGD and the Unions with members in the public sector, in the interest of harmonious employee relations, seek the co-operation of departmental managers and Union representatives in relation to this Section which reflects the abovementioned agreement.
- 36.4 Advice of Election:
- 36.4.1 Following the election of a job representative, the Secretary of the Union will advise the Chief Executive of the relevant department, in writing, of each elected job representative. The elected member will be issued with written credentials by the Secretary authorising that member to act in accordance with the duties of a job representative as prescribed in the rules and/or by-laws of the Union.
- 36.5 Role, Rights and Responsibilities:
- 36.5.1 Job representatives are expected to maintain a representation role. Therefore, matters raised should only reflect issues that are raised by members employed at the worksite. Management should also ensure that when consultation with a job representative is initiated, the views being sought are those of the members employed on the work site and not the personal views of the job representative.
- 36.5.2 Should a member or members apprise their elected job representatives of a matter as defined by the rules and/or by-laws of the relevant Union and request appropriate assistance, the job representative will inform the immediate management of the department, division, branch or section (whichever is appropriate) of the nature of the matter.
- 36.5.3 Notwithstanding this procedure, the CE, AGD recognises the right of the job representative to inform the Union of the matter or matters for the purpose of seeking advice and assistance where necessary.
- 36.5.4 Job representatives are required at all times to act in accordance with the rules and/or by-laws of the relevant Union and the agreement referred to herein provided the relevant rules and/or by-laws of the Union are not inconsistent with the *Public Sector Act 2009* and Regulations or Award, or any relevant Agreement.
- 36.5.5 Job representatives will be allowed reasonable time within their normal hours of duty and reasonable access to facilities (e.g. meeting rooms, noticeboards, etc.) to permit them to perform duties as elected job representatives within their respective electorates.
- 36.5.6 Each Union, through its staff of full time officials has agreed that every assistance will be made available to elected job representatives.
- 36.6 The Unions agree to determine and resolve all claims that a job representative is acting contrary to its constitution rules and/or by-laws, and the Unions agree that notification can be made to the applicable Union by the Chief Executive or CE, AGD where such a matter is recognised.

### **37. DELEGATES CONFERENCE**

- 37.1 The CE, AGD and the Unions accept that, in the interests of the Public Sector and the members of the Unions, some reasonable time during normal hours of duty should be available to accredited delegates to permit them to attend Delegates Conferences or equivalent.
- 37.2 The Unions agree that such Conferences will be held at times which involve the minimum of interference to the normal working of departments. A maximum of three days every two years will be available for such purposes.
- 37.3 Accredited delegates should be granted time off without pay to enable them to attend the conference to the extent that it is held during normal working hours. However, the use of recreation leave and flexitime, where appropriate and within the guidelines will be acceptable.
- 37.4 The Unions agree to inform the relevant Chief Executives at least 28 days prior to the conference of the persons eligible to attend, the date, venue and times.
- 37.5 It is the responsibility of the individual employee to make application for such leave of absence as may be required to attend the Conference.

### **38. REGIONAL COUNCIL DELEGATES MEETINGS**

- 38.1 It is accepted that, due to the particular difficulties caused by the geographic dispersal of members of Unions in country areas, some time off during normal hours of duty should be available to accredited job representatives permanently stationed outside of the metropolitan area, to enable them to attend Council Delegates meetings or equivalent.
- 38.2 Subject to departmental convenience, those job representatives who are permanently stationed outside of the metropolitan area, may be credited with up to one days leave without pay, not more than four times per year, for the purpose of travelling to and attending meetings or equivalent. However, the use of recreation leave and flexitime, where appropriate and available within the guidelines of existing approvals, will be acceptable.
- 38.3 It is the responsibility to the individual employee concerned to make an application for such leave of absence as may be required to attend a meeting.

### **39. RIGHT OF ENTRY**

- 39.1 In accordance with s140 of the *Fair Work Act 1994* an official of an association of employees may enter an employer's premises at which one or more members of the association work and:
  - 39.1.1 inspect time books and wages records; and
  - 39.1.2 inspect the work carried out at the workplace and note the conditions under which the work is carried out; and
- 39.2 If specific complaints of non-compliance with the award have been made, interview any person who works at the workplace about the complaints.
- 39.3 Before an official exercises these powers the official must give reasonable notice in writing to the employer of at least 24 hours unless some other period is reasonable in the circumstances of the particular case.
- 39.4 A person exercising these powers must not interrupt the performance of work at the workplace or:
  - 39.4.1 harass an employer or employee; or
  - 39.4.2 address offensive language to an employee or an employer; or
  - 39.4.3 hinder or obstruct an employee in carrying out a duty of employment; or
  - 39.4.4 use or threaten to use force in relation to an employer, an employee or any other person.
- 39.5 An employer may apply to the SAET seeking the withdrawal of the relevant powers from an official from an association in the event of abuse of any of these powers.

### **40. ASSOCIATION/UNION WORKSITE VISITS**

- 40.1 The employer supports associations/unions conducting visits to worksites with members or potential members. The employer will grant access based on the provisions of this clause and any other formal arrangements that may currently be in place at a specific agency.

- 40.2 Employee associations/unions have access to worksites to meet with staff during work breaks, before or after work and to attend orientation or induction sessions (where applicable and practicable) to speak with new employees.
- 40.3 Agency(ies) will provide for authorised union representatives to visit members or potential members in their locations of work by arrangement with the relevant site manager. Where possible and reasonable, an appropriate venue for union officials to meet with their members will be provided.
- 40.4 Union officials will provide the employer with reasonable notice of their intention to enter a worksite. The notice must include the date, time, purpose and duration of the visit. The notice may be via email, letter or telephone and should be provided at least a full business day before the intended visit, particularly where that visit is for, or includes, an inspection of the work carried out at the worksite.
- 40.5 In the case of an inspection of the worksite and noting the conditions under which the work is carried out, a union official must specify the specific area(s) to be inspected.
- 40.6 The official may be accompanied by a delegate (subject to the delegate pre-arranging with their respective line manager release from duties for a specified time to attend), from that work area but must not interrupt the performance of work or in any way hinder any person or employee from undertaking their duties. Management reserves the right to escort the official around the nominated work area(s), but will not unreasonably restrict access to any area as requested in the associations/unions' notice of entry.
- 40.7 Under the *Work Health and Safety Act 2012* (SA) Union Officials must provide a Work Health and Safety entry permit before entering a workplace and exercising powers under that Act.

#### **41. UNION FEES**

- 41.1 An employee may authorise deductions from their pay for union fees in accordance with the Treasurer's Payroll Instruction Number 9 (or however so named from time to time).

#### **42. VARIATIONS**

- 42.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the CE, AGD or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 42.2 The parties recognise that the Act permits the SAET to vary an Enterprise Agreement.
- 42.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
  - 42.3.1 Consistent application within a particular agency of clauses identified at Appendix 3: Saved Clauses;
  - 42.3.2 The implementation of a Workplace Flexibility Agreement; and
  - 42.3.3 Any other agreed changes within the agency.
- 42.4 For the purposes of facilitating variations in respect of particular agencies which have been agreed by employees (or their representatives) within the particular agency/ies; to give effect to a Workplace Flexibility Agreement; or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
  - 42.4.1 Is in respect of a part of, or a clause in a part of, Appendix 3; or will affect a particular agency/ies referred to in the proposed variation, the variation will be taken to have been agreed by the parties if a majority of the employees within the particular agency/ies agree to the variation; or
  - 42.4.2 Is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
  - 42.4.3 Is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the applicable employer and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

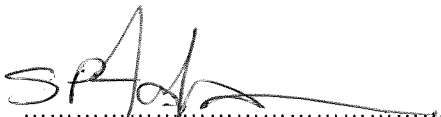
#### **43. NO EXTRA CLAIMS**

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

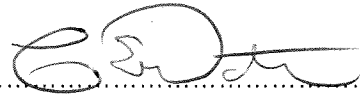
#### **44. NEGOTIATIONS FOR A NEW AGREEMENT**

- 44.1 Negotiations for a new Enterprise Agreement will commence no later than six (6) months prior to the expiry of this Enterprise Agreement.

45. SIGNATORIES




PER: Chief Executive, Attorney-General's  
Department (the declared employer for  
public employees per Regulation 4, *Fair  
Work Act (General) Regulations 2009*  
(SA))



Witness Signature



Name



Name



Automotive, Food, Metals, Engineering,  
Printing and Kindred Industries Union



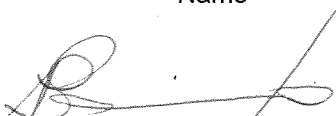
Witness Signature



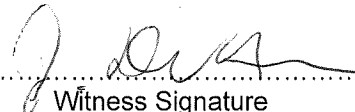
Name



Name



~~Mark Plunkett~~  
Amalgamated AWU (S.A.) State Union

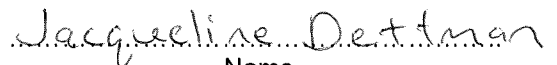


Witness Signature



~~Mark Plunkett~~

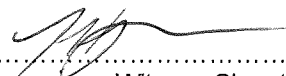
Name



Name



Construction, Forestry, Maritime, Mining  
and Energy Union, South Australia  
Branch



Witness Signature

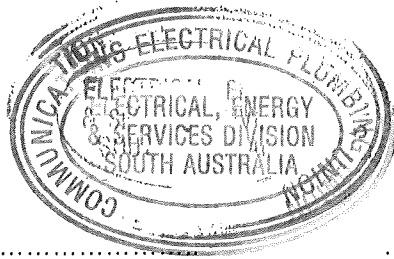



Name



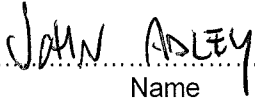
Name

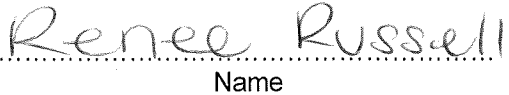




  
.....  
Electrical Trades Union of Australia,  
South Australian Branch and Plumbers  
and Gas Fitters Employees Union of  
Australia – Adelaide Branch, The

  
.....  
Witness Signature

  
.....  
Name

  
.....  
Name

  
.....  
United Firefighters Union of South  
Australia Incorporated

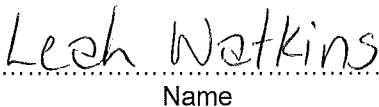
  
.....  
Witness Signature

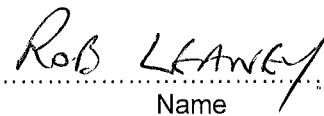
  
.....  
Name

  
.....  
Name

  
.....  
Ambulance Employees Association of  
South Australia, The

  
.....  
Witness Signature

  
.....  
Name

  
.....  
Name

## **APPENDIX 1: CHANGES TO WORKFORCE COMPOSITION AND MANAGING EXCESS EMPLOYEES: REDEPLOYMENT, RETRAINING AND REDUNDANCY**

### **OPERATION**

This Appendix operates in conjunction with consultation provisions contained in the *“South Australian Public Sector Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement (the Agreement)”* and consultation provisions contained in the relevant Plumbing, Metal and Building Trades Award (listed in 3.2 of the Agreement).

This Appendix applies to all agencies/departments identified in Clause 4, Parties Bound of the Agreement.

### **OBJECTIVES**

The objective of this Appendix is to ensure that proper consultation occurs between the Employer, Employees and relevant Unions regarding changes in workforce composition.

The parties acknowledge that:

- Workforce planning, natural attrition, redeployment and retraining are the preferred methods to manage workforce reductions;
- Forced redundancies should only be used as a last resort;
- Any reduction in staffing levels should be achieved by the following:
  - Restricting the use of temporary contracts, casual employment and external employment (i.e. labour hire and agency);
  - Natural attrition.
- Where there is a need for genuine redundancies, employees must be offered a Voluntary Separation Package (VSPs);

The parties further acknowledge that changes to staffing levels, including the offering of VSPs, has a significant effect on employees because it has the potential to lead to, amongst other things:

- The alteration in required skills of ongoing employees and potential retraining;
- The alteration of work loads and/or hours of work for ongoing employees;
- The potential diminution of job opportunities or promotional opportunities; and
- The possible redeployment of employees.

Nothing in this Appendix is intended to remove or limit the operation of Clause 34, Consultative Processes or Clause 35, Grievance and Dispute Avoidance Procedures contained in the Agreement.

### **PROCEDURE**

#### **1. Seriously considering changes to workforce composition of weekly paid workforce**

##### **1.1 NOTIFICATION**

1.1.1 When the Employer is seriously considering changes to workforce composition, including calling for employees to express an interest in VSPs or potentially forced redundancies, the public sector agency will notify the affected employees and relevant Union/s in writing of the intention. The notification will include (but not be limited to):

- a) The reason the Employer is considering changes to workforce composition;
- b) The affected work/process/service delivery;
- c) The affected department/location/worksite/unit;
- d) The number and classifications of positions including (but not limited to) changes in position duties and/or responsibilities/tasks/ workload;

- e) Any relevant information regarding potential effects of staffing changes on continuing employees, including changes to existing practices and/or changes that the Employer considers necessary;
  - f) Any known potential redeployment and job vacancy options;
  - g) Data regarding the use of existing labour hire, temporary or casual employees and steps taken to reduce the use of labour hire, temporary and casual employees; and
  - h) Any other relevant information.
- 1.1.2 The Employer agrees to genuinely consider in good faith any feedback provided by employees and/or relevant Union/s. The Employer agrees to take all reasonable steps to mitigate adverse effects such as reducing, where practicable, the use of labour hire, temporary and casual staff.
- 1.1.3 The Employer will provide the relevant Union/s with not less than 14 days or as otherwise agreed to respond to written notification.
- 1.1.4 Where the total number of positions affected may be 20% or more of the FTE at the worksite, the Employer will facilitate reasonable paid time for meeting(s) between employees and the relevant Union/s.
- 1.1.5 Where the relevant Union/s respond to the written notification or requests for further information, the Employer will respond within 14 days or as otherwise agreed.

## **1.2 MEETINGS WITH UNION/S**

- 1.2.1 The parties agree to meet and seek to reach agreement on the proposed changes to workforce composition, as soon as practicable after step 1.1 has been completed (unless otherwise agreed).
- 1.2.2 The Employer will give genuine consideration to matters raised by the relevant Union/s including any proposals to mitigate any adverse effects and any other proposals to avoid the redundancy (for example, job swaps where employees may wish to swap roles).
- 1.2.3 Where any issues remain unresolved following further consultation, either party may utilise Clause 36, Grievance and Dispute Avoidance Procedures in the Agreement, including by referring the matter to the Industrial Relations Commission of South Australia, noting however that the Commission will not be empowered to make any order having the effect of determining the composition of the workforce.
- 1.2.4 The parties agree to maintain the status quo whilst the matter remains in dispute.

## **1.3 IDENTIFICATION OF NEW WORKFORCE COMPOSITION**

- 1.3.1 Prior to calling for expressions of interest (EOI), the proposed new workforce composition (i.e. full-time equivalent required to undertake the required duties) must have been identified in accordance with consultative processes set out in 1.1 and 1.2. The Employer will then confirm in writing the new workforce composition to the affected employees and relevant Union/s.
- 1.3.2 An Agency cannot use the EOI process to inform/decide what the new workforce/change may be.

## **1.4 REGIONAL AND REMOTE LOCALITIES**

- 1.4.1 In addition to the consultative requirements contained in this Appendix, the following will apply in relation to regional and remote localities:
- 1.4.1.1 Where an agency proposes organisational change that will result in an employee who works/resides in a regional or remote locality in South Australia being declared excess, the Chief Executive, Agency Head or delegate must provide details of the proposed organisation change and affected employees to the Commissioner for Public Sector Employment prior to the implementation of the relevant organisational change and the declaration of any employee as excess to requirements.

## **2. Voluntary Separation Process**

### **2.1 CALL FOR EXPRESSIONS OF INTEREST (EOIs) FOR VOLUNTARY SEPARATION PACKAGES (VSP)**

- 2.1.1 The Employer will only call for EOIs after the number of genuinely redundant positions has been determined in accordance with the consultation requirements outlined above, unless otherwise agreed.
- 2.1.2 The Employer will write to employees (i.e. permanent/ongoing employees) in work sites affected by the proposed change requesting EOIs for VSPs. The request will, at a minimum, be sent to employees working in the positions identified as no longer required (i.e. determined to be excess /redundant)).
- 2.1.3 The call for EOIs for VSPs will have a specified closing date and will be open for not less than 21 days.
- 2.1.4 The call for EOIs will include information regarding how a VSP may be estimated, the number of positions that have been determined to be genuinely redundant, details of the position(s) that have been determined "excess" and an option for employees to discuss and explore reasons why these positions are no longer required. A copy of this notification should be provided to the relevant Union/s.
- 2.1.5 Employees may seek assistance from a nominated Human Resource representative to determine an approximate calculation as to what a possible VSP would be without completing an EOI. Such a calculation would only be an approximation and possibly subject to variation.

### **2.2 AGENCY CONSIDERS OUTCOMES OF EOI PROCESS**

- 2.2.1 As soon as practicable after the EOI period has closed, the Agency will consider and consult with the relevant employees and Union/s regarding the outcomes of the EOI process. For the purposes of consultation, the Agency will provide the relevant Union/s in writing the outcomes of the EOI process and provide the relevant Union/s with a minimum of 7 days' notice to respond, prior to any VSP offers being made.
- 2.2.2 In the event an Agency has determined potential VSP offers for affected employees, if requested, the parties agree to meet to discuss the proposed VSPs as soon as practicable.
- 2.2.3 Where a meeting is requested, the Employer agrees to delay VSP offers to employees until after the meeting has occurred.
- 2.2.4 Where a Union/s requests further information or seeks a response, the Employer will respond as soon as practicable.
- 2.2.5 The Employer agrees to delay VSP offers to employees until 7 days after a response is provided to the relevant Union/s.
- 2.2.6 In the event that the number of suitable applicants for VSPs is greater than the number of positions identified as "excess" the Agency will inform the relevant Union/s of the selection criteria it will utilise to determine which employees will be offered VSPs. The criteria may include (but is not limited to):
  - The new workforce composition position descriptions;
  - Hours of work;
  - Skills, experience and qualifications; and
  - Any other factors (such as geographical location).

### **2.3 NUMBER OF EOIs IS THE SAME AS THE NUMBER OF IDENTIFIED EXCESS POSITIONS**

- 2.3.1 In the event the number of EOIs matches the number of identified excess positions, the Employer will notify the effected employees and union/s.

## **2.4 NUMBER OF EOIs IS LESS THAN THE NUMBER OF IDENTIFIED EXCESS POSITIONS**

- 2.4.1 Where the number of EOIs is less than the number of identified excess positions, the Employer will not unreasonably refuse to offer an employee a VSP.
- 2.4.2 In the event the number of EOIs is less than the number of identified excess positions, the Employer will move to the steps outlined in 3. Process for identifying excess employees.

## **2.5 CALCULATION OF A VSP**

- 2.5.1 The parties agree that for the purpose of a VSP, an employee will be paid not less than the *Department of Treasury and Finance – Targeted Voluntary Separation Packages (TVSPs) as at 1<sup>st</sup> July 2014*.

## **2.6 EMPLOYEE OFFERED A VSP**

- 2.6.1 Affected employees will be notified in writing that their EOI for a VSP has been accepted and that they will be paid a lump sum payment of \$15,000 plus a VSP as set out in clause 2.5.
- 2.6.2 The Chief Executive must declare that their position is no longer required and therefore “excess” (redundant). Upon receipt of a VSP, their employment in the public sector will cease.

# **3. Process for identifying excess employees**

## **3.1 NOTIFICATION TO RELEVANT UNION(S)**

- 3.1.1 Where there are insufficient numbers of EOIs to meet the number of excess positions identified in 1.3, the Employer will notify the relevant employees and their Union/s of the following information in writing:
  - (a) The number of remaining excess positions, including job classification/role /worksite location/FTE equivalent;
  - (b) Number of affected employees; and
  - (c) The proposed time frames and plan for notification and consultation with affected employees.

## **3.2 MEETING WITH UNION(S)**

- 3.2.1 Prior to notifying affected employees, per step 3.3, the Employer and the relevant Union/s will meet to discuss the selection criteria to be used for forced redundancies, the proposed time frames and plan for notification and consultation with affected employees.

## **3.3 NOTIFICATION TO AFFECTED EMPLOYEES**

- 3.3.1 The Employer will inform the affected employee/s in writing that there were insufficient numbers of EOIs for voluntary redundancies and provide information regarding the number of positions and employees that will no longer be required. A copy of any correspondence will also be provided to the relevant Union(s).

This will include all relevant information including, but not limited to, why the position/s have been determined to be genuinely redundant, the number of redundant positions, the application of the above selection criteria, and information regarding the timeline and process.

- 3.3.2 The Employer will notify employees of their right to be represented by the relevant Union/s.
- 3.3.3 The Employer will take all possible steps to mitigate the adverse effect on the employee/s affected, including (but not limited to) consideration of immediate redeployment to a suitable alternative position with the consent of the affected employee/s.

- 3.3.4 The Employer will organise at least one paid meeting with the affected employee/s to discuss the redundancies. The relevant Union/s will be invited to attend this meeting.

### **3.4 NOTIFICATION TO REDUNDANT EMPLOYEE(S)**

- 3.4.1 The Employer will then notify the redundant employee/s and the relevant Union(s) that the particular employees will be made redundant. Prior to notifying a redundant employee, the Chief Executive must declare that the employee's position is no longer required and therefore "excess" (redundant).
- 3.4.2 The redundant employee/s will be notified in writing that their position is "excess" and may elect to consider a VSP or seek redeployment. In this same notification, the Employer will provide the employee with the following:
- The date their position will be made redundant shall be no earlier than 28 days from the date the notification is received;
  - Information regarding taking a VSP and information regarding the redeployment process. This information will clearly outline what the employee's entitlement would be if they elect to take a VSP at the date of termination, pursuant to step 2.5 and 2.6.
  - That the employee may request a paid time meeting with their employer to discuss any aspect of the redundancy and/or redeployment process.
  - That the employee is entitled to be represented during the meeting by the relevant Union(s).
  - Should the employee wish to accept the offer for a VSP at this time, they must do so within the timeframe provided, which must be no less than 28 days. Upon acceptance of the VSP, their employment in the public sector will cease upon receipt of the VSP.

## **4. Redeployment Process**

### **4.1 COMMENCEMENT OF THE REDEPLOYMENT PROCESS AND CASE MANAGEMENT**

- 4.1.1 Following receipt of written advice of being declared an excess employee, where an employee has elected to become a redeployee (i.e. has decided not to accept an offer for VSP), the redeployee will be assigned a case manager and will participate in the redeployment/retraining program.
- 4.1.2 A redeployment plan will be established in consultation with the redeployee which aims to identify a suitable alternative ongoing permanent role in the public sector. The plan will also include (but not be limited to):
- details of any training to be provided; and
  - skills or duties relevant to a suitable placement and/or proposed role.
- 4.1.3 A copy of the redeployment plan will be provided to the redeployee.
- 4.1.4 The redeployee's case manager will have priority access to the notice of vacancies and redeployee will also have access to notice of vacancies.
- 4.1.5 The excess employee is also expected to cooperate and participate in all reasonable training opportunities or placements.

### **4.2 CRITERIA FOR SUITABLE EMPLOYMENT**

- 4.2.1 An ongoing permanent role in any agency in the Public Sector will only be considered suitable for the purposes of redeployment if (unless the employee otherwise agrees):
- (a) The hours of work remain the same or similar;
  - (b) The level of remuneration is not less than what the employee was earning prior to becoming a redeployee;

- (c) It is a reasonable distance from the employee's residence to the new place of employment;
- (d) The classification is not lower than the employee was previously engaged as;
- (e) The nature of the work is such that it is reasonable to perform, taking into account the employee's skill and experience;
- (f) The role is consistent with the employee's trade or vocational qualifications and training.
- (g) There are no extenuating factors specific to the employee/worksites that would make it unreasonable for the employee to perform the ongoing permanent role.

4.2.2 The above criteria does not limit further discussions and agreements between the employee and their case manager.

#### **4.3 MAKING OF AN OFFER OF SUITABLE EMPLOYMENT DURING REDEPLOYMENT PROGRAM**

- 4.3.1 Within the first 6 months of an employee being declared excess, the applicable case managers/agency representatives must attempt to identify at least one role or placement that is a reasonable match with the employee's skills and capabilities (including with training).
- 4.3.2 In the event that an offer for an alternative role/position is not made within 6 months of the employee being declared excess, the case manager must meet with the employee and their representative (if applicable) to discuss and review the employees redeployment plan.
- 4.3.3 The outcomes of these discussions and the action plan for next steps must be provided in writing to the employee and a copy forwarded to the Office for the Public Sector.
- 4.3.4 In the event an offer for a suitable ongoing permanent role has not been identified and made within 9 months from the date of them being declared excess, the relevant agency must notify OPS.
- 4.3.5 The Agency will discuss with the employee (and the relevant Union) any reasons that an alternative role has not been achieved. At this stage the CPSE or representative from the OPS will become involved in order to review the process and options available for redeployment.
- 4.3.6 In the event that an offer of suitable employment has not been identified and made within 12 months of the employee being declared excess, the Agency, the CPSE or representative from OPS, and the employee (and relevant Union) will meet to discuss the outcome of the redeployment/retraining programme. The parties will discuss:
  - Whether the redeployment plan has been complied with by the Agency and the employee;
  - Whether all reasonable efforts have been made to identify suitable employment for the employee; and
  - Whether there are exceptional circumstances which could make it reasonable to extend the redeployment/retraining programme, and/or amend the redeployment plan, to provide further opportunity to identify suitable employment.
- 4.3.7 For the purposes of 4.3.6, "exceptional circumstances" may include the geographical location of the employee, the unique skills and/or experience of the employee, the age of the employee, or the circumstances of the employee becoming excess, which circumstances provide additional difficulty to the identification of suitable employment for the employee.
- 4.3.8 Where any issues remain unresolved, either party may utilise clause 36, Grievance and Dispute Avoidance Procedures in the Agreement.

#### **4.4 NOTIFICATION OF A SUITABLE ONGOING PERMANENT ROLE**

- 4.4.1 Where an offer of a suitable ongoing permanent role is made to an employee, such notification will be provided in writing. Written notification will also include:
- A contract of employment for the new role;
  - A Job and Person Specification for the new role; and
  - Information advising the employee that should they not accept the suitable ongoing permanent role, the employee may be separated with 5 weeks' notice and separation pay outlined in 4.6.3 (provided that the terms of this Appendix have been met). Such information will be clearly outlined to the employee.
- 4.4.2 An employee will be given a minimum of 14 days to consider whether they wish to accept the suitable ongoing permanent role.

#### **4.5 DEFERMENT OF REDEPLOYMENT PROGRAM**

- 4.5.1 A Chief Executive must defer the redeployment period where an employee that has been declared excess is absent from duty by reason of:
- Parental leave; or
  - Defence reserves leave; or
  - Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan for such injury or illness.
- 4.5.2 A Chief Executive may approve an application for deferment of the redeployment period by an employee who has been declared excess, on the basis of exceptional personal circumstances by the employee. The Chief Executive or Agency Head is required to seek advice from the Commissioner for Public Sector Employment. This decision making function is not to be delegated.

#### **4.6 CONCLUSION OF THE REDEPLOYMENT PROCESS**

- 4.6.1 The redeployment process will end only when the following criteria has been satisfied:
- (a) The employee has accepted employment in an ongoing role; or
  - (b) For an employee whose position has been determined to be excess as a result of the Employer's decision to privatise, outsource, contract out or the closure/part closure of a service(s) and that employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment;
  - (c) For an employee whose position has been determined to be excess and that employee has been offered employment in a suitable ongoing permanent role, (as per clause 4.2), and has declined such ongoing employment;
  - (d) The employer and employee (and union if requested by the employee) have negotiated, been offered and accepted an additional separation payment. Acceptance of this payment confirms that the employee has agreed to waive the requirement to be provided one suitable job offer.
  - (e) For employees other than those in 4.6.1(b), the process set out in 4.3 is completed; or
  - (f) The employee has at any stage elected to take a VSP, in accordance with step 4.7.
- 4.6.2 Where the redeployment process ends, the Chief Executive will confirm in writing to the employee the outcome of that process.



4.6.3 Where an employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment or the redeployment process set out in clause 4.3 is completed, the following will apply:

- (a) The employee will be provided in writing a minimum of 5 weeks' notice of the date of separation.
- (b) During the notice period, the Employer agrees to allow a minimum of one day of paid leave each week to job seek.
- (c) During the notice period, the Employee may give notice of their intention to resign their employment with 24 hours' notice and be paid the balance of the notice period.
- (d) A separation payment the equivalent of that provided in clause 4.7.3 will be paid to the employee at the separation date of their employment.

#### **4.7 SEPARATION PAYMENTS**

4.7.1 At any time while an employee is a redeployee, they may give notice that they wish to accept a VSP.

4.7.2 A redeployee will only be required to provide one weeks' notice to terminate their employment (or less by agreement).

4.7.3 An employee who indicates that they wish to accept a VSP, in accordance with clause 4.7.1, will be entitled to the following amounts of redundancy pay:

- (a) An employee who has been a redeployee for between **0 to 3 months** is entitled to receive redundancy pay equal to 100% of the VSP prescribed in clause 2.5 plus a lump sum payment of \$15,000; or
- (b) An employee who has been a redeployee for more than **3 months and up to 12 months** is entitled to receive redundancy pay equal to 100% of the VSP prescribed in clause 2.5; or
- (c) An employee who has been a redeployee for more than **12 months** is entitled to receive redundancy pay equal to 75% the VSP prescribed in clause 2.5.

#### **5. Disputes**

5.1 Where a dispute arises in relation to the operation of this Appendix, the parties may raise a dispute in accordance with Clause 35 - Grievance and Dispute Avoidance Procedures of the Agreement.

5.2 A dispute may be raised at any stage of this Appendix.

Where a dispute is raised in relation to this Appendix, the status quo will remain until the matter is resolved.

5.3 Where the parties cannot reach agreement to resolve a dispute in relation this Appendix, the parties agree that the dispute may be arbitrated by the South Australian Employment Tribunal (acting as an industrial relations commission or the South Australian Employment Court).

#### **6. Review**

6.1 The Office for the Public Sector and unions party to this Agreement will review the implementation of this process (i.e. Appendix 1) no earlier than 12 months after date of approval of this enterprise agreement.

'Declared excess' means the date of written notice to the employee that their position is no longer required.

## **APPENDIX 2: PARITY WAGES**

**SCHEDULE 1.1: S.A. PUBLIC SECTOR PLUMBERS AND GASFITTERS AWARD**

**SCHEDULE 1.2: SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD**

**SCHEDULE 1.3: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES  
(METAL TRADES) AWARD – ELECTRICAL/ELECTRONIC STREAM**

**SCHEDULE 1.4: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES  
(METAL TRADES) AWARD – MECHANICAL STREAM**

**SCHEDULE 1.5: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES  
(METAL TRADES) AWARD – FABRICATION STREAM**

**SCHEDULE 1.6: APPRENTICES**

## SCHEDULE 1.1: S.A. PUBLIC SECTOR PLUMBERS AND GASFITTERS AWARD

Classification	Current	First Full Pay Period on or after 15/12/22	First Full Pay Period on or after 15/12/23	First Full Pay Period on or after 15/12/24	First Full Pay Period on or after 15/12/25
	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)
Plumbing and Mechanical Services Tradesperson Level I (P&MST-1) 100%	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26
	\$35.54	\$36.61	\$37.71	\$38.84	\$40.01
Plumbing and Mechanical Services Tradesperson Level II (P&MST-2) 105%	\$36.63	\$37.73	\$38.86	\$40.03	\$41.23
	\$37.32	\$38.44	\$39.59	\$40.78	\$42.00
Plumbing and Mechanical Services Tradesperson - Special Class Level I (P&MST-3) 110%	\$38.37	\$39.52	\$40.71	\$41.93	\$43.19
	\$39.10	\$40.27	\$41.48	\$42.72	\$44.00
Plumbing and Mechanical Services Tradesperson - Special Class Level II (P&MST-4) 115%	\$40.12	\$41.32	\$42.56	\$43.84	\$45.16
	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01
Advanced Plumbing and Mechanical Services Tradesperson Level I (AP&MST-1) 120%	\$41.86	\$43.12	\$44.41	\$45.74	\$47.11
	\$42.65	\$43.93	\$45.25	\$46.61	\$48.01
Advanced Plumbing and Mechanical Services Tradesperson Level II (AP&MST-2) 125%	\$43.61	\$44.92	\$46.27	\$47.66	\$49.09
	\$44.43	\$45.76	\$47.13	\$48.54	\$50.00

**SCHEDULE 1.2: SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD**

Classification	Current	First Full Pay Period on or after 15/12/22	First Full Pay Period on or after 15/12/23	First Full Pay Period on or after 15/12/24	First Full Pay Period on or after 15/12/25
	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)
Building Trades Employee Training Level	\$26.39	\$27.18	\$28.00	\$28.84	\$29.71
Building Trades Employee Level 1 (WBT-1)	\$27.13	\$27.94	\$28.78	\$29.64	\$30.53
	\$27.52	\$28.35	\$29.20	\$30.08	\$30.98
	\$27.90	\$28.74	\$29.60	\$30.49	\$31.40
Building Trades Employee Level 2 (WBT-2)	\$28.26	\$29.11	\$29.98	\$30.88	\$31.81
	\$28.88	\$29.75	\$30.64	\$31.56	\$32.51
Building Trades Employee Level 3 (WBT-3)	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25
	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93
Building Trades Employee Level 4 (WBT-4)	\$31.11	\$32.04	\$33.00	\$33.99	\$35.01
	\$31.75	\$32.70	\$33.68	\$34.69	\$35.73
Building Tradesperson Level I (WBT-5) 100%	\$32.57	\$33.55	\$34.56	\$35.60	\$36.67
	\$33.26	\$34.26	\$35.29	\$36.35	\$37.44
Building Tradesperson Level II (WBT-6) 105%	\$34.00	\$35.02	\$36.07	\$37.15	\$38.26
	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30
Building Tradesperson Special Class Level I (WBT-7) 110%	\$35.83	\$36.90	\$38.01	\$39.15	\$40.32
	\$36.58	\$37.68	\$38.81	\$39.97	\$41.17
Building Tradesperson Special Class Level II 115%	\$37.46	\$38.58	\$39.74	\$40.93	\$42.16
	\$38.25	\$39.40	\$40.58	\$41.80	\$43.05
Building Tradesperson Advanced Skill Level I 120%	\$39.09	\$40.26	\$41.47	\$42.71	\$43.99
	\$39.91	\$41.11	\$42.34	\$43.61	\$44.92
Building Tradesperson Advanced Skill Level II 125%	\$40.72	\$41.94	\$43.20	\$44.50	\$45.84
	\$41.57	\$42.82	\$44.10	\$45.42	\$46.78

**SCHEDULE 1.3: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – ELECTRICAL/ELECTRONIC STREAM**

Classification	Current	First Full Pay Period on or after 15/12/22	First Full Pay Period on or after 15/12/23	First Full Pay Period on or after 15/12/24	First Full Pay Period on or after 15/12/25
	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)
Engineering Employee Level 1 (M10) (Trade Rate)	\$33.11	\$34.10	\$35.12	\$36.17	\$37.26
	\$33.83	\$34.84	\$35.89	\$36.97	\$38.08
Engineering Tradesperson Level 2 (M9)	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19
	\$35.53	\$36.60	\$37.70	\$38.83	\$39.99
Engineering Tradesperson Special Class Level 1 (M8)	\$36.48	\$37.57	\$38.70	\$39.86	\$41.06
	\$37.22	\$38.34	\$39.49	\$40.67	\$41.89
Engineering Tradesperson Special Class Level 2 (M7)	\$38.14	\$39.28	\$40.46	\$41.67	\$42.92
	\$38.91	\$40.08	\$41.28	\$42.52	\$43.80
Engineering Tradesperson Special Class Level 2A (M7A)	\$39.80	\$40.99	\$42.22	\$43.49	\$44.79
	\$40.61	\$41.83	\$43.08	\$44.37	\$45.70
Advanced Engineering Tradesperson Level 1 (M6)	\$41.45	\$42.69	\$43.97	\$45.29	\$46.65
	\$42.29	\$43.56	\$44.87	\$46.22	\$47.61
Advanced Engineering Tradesperson Level 2 (M5)	\$43.12	\$44.41	\$45.74	\$47.11	\$48.52
	\$43.99	\$45.31	\$46.67	\$48.07	\$49.51
WMT-5A (Health Only)	\$44.77	\$46.11	\$47.49	\$48.91	\$50.38
	\$45.68	\$47.05	\$48.46	\$49.91	\$51.41
Engineering Associate Level 1 (M4)	\$44.77	\$46.11	\$47.49	\$48.91	\$50.38
	\$45.68	\$47.05	\$48.46	\$49.91	\$51.41
Engineering Associate Level 2 (M3)	\$48.08	\$49.52	\$51.01	\$52.54	\$54.12
	\$49.06	\$50.53	\$52.05	\$53.61	\$55.22

**SCHEDULE 1.4: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – MECHANICAL STREAM**

Classification	Current	First Full Pay Period on or after 15/12/22	First Full Pay Period on or after 15/12/23	First Full Pay Period on or after 15/12/24	First Full Pay Period on or after 15/12/25
	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)
Trainee Engineering Employee	\$26.39	\$27.18	\$28.00	\$28.84	\$29.71
Engineering Employee Level 1 (M14)	\$27.13	\$27.94	\$28.78	\$29.64	\$30.53
	\$27.52	\$28.35	\$29.20	\$30.08	\$30.98
	\$27.90	\$28.74	\$29.60	\$30.49	\$31.40
Engineering Employee Level 2 (M13)	\$28.26	\$29.11	\$29.98	\$30.88	\$31.81
	\$28.88	\$29.75	\$30.64	\$31.56	\$32.51
Engineering Employee Level 3 (M12)	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25
	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93
Engineering Employee Level 4 (M11)	\$31.11	\$32.04	\$33.00	\$33.99	\$35.01
	\$31.75	\$32.70	\$33.68	\$34.69	\$35.73
Engineering Tradesperson Level 1(M10) (Trade Rate)	\$32.57	\$33.55	\$34.56	\$35.60	\$36.67
	\$33.26	\$34.26	\$35.29	\$36.35	\$37.44
Engineering Tradesperson Level 2 (M9)	\$34.00	\$35.02	\$36.07	\$37.15	\$38.26
	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30
Engineering Tradesperson Special Class Level 1 (M8)	\$35.83	\$36.90	\$38.01	\$39.15	\$40.32
	\$36.58	\$37.68	\$38.81	\$39.97	\$41.17
Engineering Tradesperson Special Class Level 2 (M7)	\$37.46	\$38.58	\$39.74	\$40.93	\$42.16
	\$38.25	\$39.40	\$40.58	\$41.80	\$43.05
Engineering Tradesperson Special Class Level 2A (M7A)	\$39.09	\$40.26	\$41.47	\$42.71	\$43.99
	\$39.91	\$41.11	\$42.34	\$43.61	\$44.92
Advanced Engineering Tradesperson Level 1 (M6)	\$40.72	\$41.94	\$43.20	\$44.50	\$45.84
	\$41.57	\$42.82	\$44.10	\$45.42	\$46.78
Advanced Engineering Tradesperson Level 2 (M5)	\$42.34	\$43.61	\$44.92	\$46.27	\$47.66
	\$43.24	\$44.54	\$45.88	\$47.26	\$48.68
WMT-5A (Health Only)	\$43.97	\$45.29	\$46.65	\$48.05	\$49.49
	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Engineering Associate Level 1 (M4)	\$43.97	\$45.29	\$46.65	\$48.05	\$49.49
	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Engineering Associate Level 2 (M3)	\$47.23	\$48.65	\$50.11	\$51.61	\$53.16
	\$48.23	\$49.68	\$51.17	\$52.71	\$54.29

**SCHEDULE 1.5: SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD – FABRICATION STREAM**

Classification	Current	First Full Pay Period on or after 15/12/22	First Full Pay Period on or after 15/12/23	First Full Pay Period on or after 15/12/24	First Full Pay Period on or after 15/12/25
	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)	(Per Hour)
Trainee Engineering Employee	\$26.39	\$27.18	\$28.00	\$28.84	\$29.71
Engineering Employee Level 1 (M14)	\$27.13	\$27.94	\$28.78	\$29.64	\$30.53
	\$27.52	\$28.35	\$29.20	\$30.08	\$30.98
	\$27.90	\$28.74	\$29.60	\$30.49	\$31.40
Engineering Employee Level 2 (M13)	\$28.26	\$29.11	\$29.98	\$30.88	\$31.81
	\$28.88	\$29.75	\$30.64	\$31.56	\$32.51
Engineering Employee Level 3 (M12)	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25
	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93
Engineering Employee Level 4 (M11)	\$31.11	\$32.04	\$33.00	\$33.99	\$35.01
	\$31.75	\$32.70	\$33.68	\$34.69	\$35.73
Engineering Tradesperson Level 1(M10) (Trade Rate)	\$32.57	\$33.55	\$34.56	\$35.60	\$36.67
	\$33.26	\$34.26	\$35.29	\$36.35	\$37.44
Engineering Tradesperson Level 2 (M9)	\$34.00	\$35.02	\$36.07	\$37.15	\$38.26
	\$34.92	\$35.97	\$37.05	\$38.16	\$39.30
Engineering Tradesperson Special Class Level 1 (M8)	\$35.83	\$36.90	\$38.01	\$39.15	\$40.32
	\$36.58	\$37.68	\$38.81	\$39.97	\$41.17
Engineering Tradesperson Special Class Level 2 (M7)	\$37.46	\$38.58	\$39.74	\$40.93	\$42.16
	\$38.25	\$39.40	\$40.58	\$41.80	\$43.05
Engineering Tradesperson Special Class Level 2A (M7A)	\$39.09	\$40.26	\$41.47	\$42.71	\$43.99
	\$39.91	\$41.11	\$42.34	\$43.61	\$44.92
Advanced Engineering Tradesperson Level 1 (M6)	\$40.72	\$41.94	\$43.20	\$44.50	\$45.84
	\$41.57	\$42.82	\$44.10	\$45.42	\$46.78
Advanced Engineering Tradesperson Level 2 (M5)	\$42.34	\$43.61	\$44.92	\$46.27	\$47.66
	\$43.24	\$44.54	\$45.88	\$47.26	\$48.68
WMT-5A (Health Only)	\$43.97	\$45.29	\$46.65	\$48.05	\$49.49
	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Engineering Associate Level 1 (M4)	\$43.97	\$45.29	\$46.65	\$48.05	\$49.49
	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54
Engineering Associate Level 2 (M3)	\$47.23	\$48.65	\$50.11	\$51.61	\$53.16
	\$48.23	\$49.68	\$51.17	\$52.71	\$54.29

## OFFICIAL

### SCHEDULE 1.6: APPRENTICES

1. The following provisions apply to apprentices in lieu of the provisions of Clause S2.3.3 in Schedule 2 of the S.A. Public Sector Plumbers and Gasfitters Award, Clause G4 (b), (c), (d) and (e) (Apprentices) of the South Australian Government Building Trades Award, Clause 20 (Apprentice Rates of Pay) and Clause 21 (Adult Apprentice Rates of Pay) of the South Australian Government Departments and Instrumentalities (Metal Trades) Award (as applicable).
2. The hourly rate of pay to be paid to apprentices will be in accordance with the percentages set out below applied to the hourly rate of a Plumbing and Mechanical Services Tradesperson Level I, or a Building Tradesperson Level I, or an Engineering Tradesperson Level 1 (M10) in the relevant stream as prescribed in Schedule 1.3, Schedule 1.4 or Schedule 1.5 (as applicable).

#### *Percentage of the Hourly Rate*

For the first year	45
For the second year	55
For the third year	75
For the fourth year	90

3. The hourly rate of pay to be paid to apprentices who have completed year 12, and commence their apprenticeship on or after 1 January 2014 will be paid in accordance with the percentages set out below applied to the hourly rate of a Plumbing and Mechanical Services Tradesperson Level 1, or Building Tradesperson Level 1, or an Engineering Tradesperson Level 1 (M10) in the relevant stream as prescribed in Schedule 1.3, Schedule 1.4 or Schedule 1.5 (as applicable).

#### *Percentage of the Hourly Rate*

For the first year	55
For the second year	65
For the third year	75
For the fourth year	90

### ADULT APPRENTICES

3. For the purpose of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the contract of training.
4. The rates for an adult apprentice will be in accordance with the "Minimum Standard for Remuneration" or the rates prescribed by this Schedule, whichever is the greater.



## **APPENDIX 3: SAVED CLAUSES**

### **APPENDIX 3.1 – SOUTH AUSTRALIA POLICE DEPARTMENT**

#### **Clause 11 – Time off in Lieu of Overtime**

During the same pay period in which overtime is worked an employee may request equivalent time off in lieu of payment, and in such case the time off in lieu will be granted at a time mutually agreed between the employer and employee concerned. Where a time cannot be mutually agreed, the employee will be paid for the overtime worked. Time off in lieu is calculated on an hour for hour basis.

## APPENDIX 4: SHARED SERVICES PRINCIPLES

The following principles apply where an Employer or Agency party to this Enterprise Agreement proposes to implement a shared services arrangement:

1. An employee required to transfer from an Employer or Agency to a shared service agency (or division of an agency) at the same classification level will be entitled to the more favourable of the salary rates of the applicable Enterprise Agreement should there be more than one Agreement.
2. Where the employee's rate of pay exceeds the applicable rate of pay at the expiry of the industrial instrument which contains the more favourable rate of pay, that rate of pay will be pegged until the rate that is generally paid equals or exceeds that pegged rate of pay.
3. The terms and conditions of employment applicable to staff who are required to transfer to a shared service agency (or division of an agency) will be those generally applicable to employees covered under this Agreement. Consultation on this matter will occur with the relevant associations, including the maintenance of, or making other appropriate, superannuation arrangements.
4. The following Human Resource Principles will be applied:
  - All positions will have an agency endorsed job and person specification.
  - It is the intention that as many ongoing employees affected by the shared service initiative as possible from the existing structures be placed into the new structure at their substantive classification level to meet the requirements of the shared services structure.
  - Approval can be sought from the Commissioner for Public Employment to approve the filling of vacancies arising from the shared service initiative outside of the requirements of Commissioner's Determination 1: Merit, Engagement, Assignment of Duties and Transfer of Non-Executive Employees Determinations. This may include:
    - i. Where there are more ongoing employees at a substantive level and skill set than required positions, a merit based selection process will be conducted between those employees only;
    - ii. Unplaced ongoing employees will be given priority consideration for new positions in the shared services structure matching their substantive level and skill set in the new structure prior to general recruitment procedures;
    - iii. Where an employee accepts a position classified below their substantive level income maintenance will be as prescribed in Commissioner's Determination 2 Excess Employees – Income Maintenance.
  - Any formal applications for reclassification lodged prior to the announcement of the shared service initiative must be determined by the relevant Agency prior to any transition process.
  - Any employee who is declared a redeployee as a result of a shared service initiative will be considered an internal redeployee in both agencies affected by the shared service initiative. Such employees will be provided with retraining and development opportunities by the declaring agency. This retraining will commence within six months of being declared a redeployee.

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

## **APPENDIX 5: WORKPLACE FLEXIBILITY AGREEMENTS**

**(WORKPLACE FLEXIBILITY AGREEMENTS MAY BE INSERTED INTO THIS APPENDIX, BY AGREED VARIATION TO THIS ENTERPRISE AGREEMENT)**

## **APPENDIX 6: BUILDING TRADES – WORK LEVEL DEFINITIONS**

### **BUILDING TRADES EMPLOYEE TRAINING LEVEL**

- Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities, applicable to the base level of work for which they have been recruited, in more than one occupational calling where appropriate.
- Appointment to the trainee level will be for a period of up to three months. At the expiration of that time shall be appointed to a base level position appropriate to their classification.
- Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned. Information will be provided with regard to Occupational Health and Safety regulations, procedure and legislation and Equal Employment Opportunity and practice.
- Direct instruction and monitoring by a skilled and experienced employee will be provided to employees at this level.

### **BUILDING TRADES EMPLOYEE LEVEL 1**

- Employees at this level will be required to perform a broad range of routine tasks.
- Work at this level is characterised by the following:
  - o generally labour intensive in nature,
  - o may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
  - o performed under direct instruction,
  - o instruction given is by way of verbal, written or diagrammatic direction,
  - o provide assistance and co-operation to other employees,
  - o tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

### **BUILDING TRADES EMPLOYEE LEVEL 2**

- Employees at this level will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1. Work at this level is characterised by the following:
  - o the application of specific and prescribed training and experience,
  - o may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of an employee at Level 1,
  - o performed under close direction,
  - o require the exercise of limited judgment in the execution of their own work,
  - o instruction given is by way of general verbal, written or diagrammatic direction,
  - o provide assistance and co-operation to other employees,
  - o tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
  - o may from time to time be required to perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress, subject to work and training availability.

### **BUILDING TRADES EMPLOYEE LEVEL 3**

Employees at this level will be required to perform either:

- A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.
- Work at this level is characterised by the following:
  - o prerequisite skills have been acquired through relevant experience and/or training,
  - o may require the operation of machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
  - o performed under general direction,
  - o exercise judgment and initiative in the day to day execution of their own work,
  - o instruction given is by way of general direction,
  - o provide assistance and co-operation to other employees,
  - o tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member,
  - o may from time to time be required to perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress, subject to work and training availability.

OR

- Activities associated with Level 2 and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

## **BUILDING TRADES EMPLOYEE LEVEL 4**

Employees at this level will be required to perform either:

- A range of higher level operative tasks, which are above and beyond the skill and knowledge of an employee at Level 3.
- Work at this level is characterised by the following:
  - o tasks performed require skill specialisation and/or detailed knowledge or training,
  - o may require the set up, program and operation of machinery, equipment and/or facilities,
  - o an ability to determine and appraise methods of work organisation,
  - o the implementation of detailed directions and procedures,
  - o provide assistance and guidance within their level of expertise to other employees,
  - o assist in the provision of on the job training to employees at the same or lower levels,
  - o tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
  - o may from time to time perform work of a lower level.
- Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

OR

- Activities associated with Level 3 and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

**BUILDING TRADESPERSON LEVEL I (100%)**  
**(Base Trade Level)**

- A Building Tradesperson Level I is an employee who holds a trade certificate or its equivalent in the building trades who is able to exercise the skill and knowledge of that trade.
- A Building Tradesperson Level I works above and beyond an employee at Building Trades Employee Level 4 and to the level of her/his training:
  - o exercises good interpersonal communication skills,
  - o reads, interprets and applies information from plans,
  - o understands and applies quality control techniques,
  - o exercises discretion within the scope of this grade,
  - o performs work under general supervision either individually or in a team environment,
  - o is able to perform tasks safely and be able to identify hazards within their sphere of work,
  - o assist with informal on-the-job guidance to a limited degree,
  - o performs non-trade tasks incidental to his/her work,
  - o has knowledge of the relevant trade discipline and how they relate to the other areas within the building industry,
  - o 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.

OR

- Activities associated with Level 4 and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

## **BUILDING TRADESPERSON LEVEL II (105%)**

- A Building Tradesperson Level II is an employee who has successfully completed three appropriate modules in addition to the training requirements of a Building Tradesperson Level I; or equivalent or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Level II works above and beyond a Building Tradesperson at Level I and to the level of her/his training:
  - o exercises the skills attained through completion of the training or experience prescribed for this classification,
  - o works under general supervision either individually or in a team environment,
  - o understands and implements quality control techniques,
  - o provides trade guidance and assistance as part of a work team,
  - o exercises discretion within the scope of this grade,
  - o has knowledge of occupational, health and safety requirements subject to the level of their training,
  - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training or work experience to enable them to perform the particular tasks:
  - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design, minor construction and fit-out work,
  - o performs non-trade tasks incidental to his/her work,
  - o 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.

OR

- Activities associated with a Building Tradesperson Level I and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.



## **BUILDING TRADESPERSON SPECIAL CLASS LEVEL I (110%)**

- A Building Tradesperson Special Class Level I is an employee who has completed the following training requirements:
  - o successfully completed six appropriate modules in addition to the training requirements of Building Tradesperson Level I; or equivalent; or
  - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Special Class Level I works above and beyond a Building Tradesperson Level II and to the level of her/his training:
  - o exercises the skills attained through completion of the training and/or experience prescribed for this classification,
  - o understands and implements quality control techniques,
  - o provides trade guidance and assistance as part of a team,
  - o exercises discretion within the scope of this grade,
  - o works under limited supervision either individually or in a team environment,
  - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
  - o exercises precision trade skills using various materials and/or specialised techniques,
  - o schedule and plan work activity,
  - o write brief reports on work activity,
  - o recognise hazards associated with tasks in their field of work,
  - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design, or minor construction and fit-out work,
  - o provide support and assistance in other building trade areas to the level of training,
  - o performs non-trade tasks incidental to his/her work,
  - o 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.

OR

- Activities associated with Building Tradesperson Level II and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

## **BUILDING TRADESPERSON SPECIAL CLASS LEVEL II (115%)**

- A Building Tradesperson Special Class Level II is an employee who has completed the following training requirements:
  - o successfully completed nine appropriate modules in addition to the requirements of Building Tradesperson Level I; or equivalent; or
  - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Special Class Level II works above and beyond a Tradesperson Special Class Level I and to the level of her/his training;
  - o exercises the skills attained through completion of the training prescribed for this classification,
  - o provides trade guidance and assistance as part of a work team,
  - o understands and implements quality control techniques,
  - o works under minimal supervision either individually or in a team environment,
  - o reads, interprets and applies information from plans.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
  - o exercises high precision trade skills using various materials and/or specialised techniques,
  - o exercise skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit-out work,
  - o exercises skills in preventative maintenance programs,
  - o performs non-trade tasks incidental to his/her work,
  - o 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.

OR

- Activities associated with Building Tradesperson Special Class Level I and the following:
  - o allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

## **BUILDING TRADESPERSON ADVANCED SKILL LEVEL I (120%)**

- A Building Tradesperson Advanced Skill Level I is an employee who has completed the following training requirements:
  - o successfully completed 10.5 appropriate modules in addition to the training requirements of Building Tradesperson Level I; or
  - o equivalent accredited training; or
  - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- An Advanced Building Tradesperson Level 1 works above and beyond a Building Tradesperson Special Class Level II and to the level of his /her training:
  - o exercises the skills attained through completion of the training prescribed for this classification,
  - o exercise discretion within their level of training,
  - o provides trade guidance and assistance as part of a work team,
  - o understands, implements and guides others in quality control techniques,
  - o works under minimal supervision either individually or in a team environment,
  - o reads, interprets and applies information from plans,
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade training to enable the employee to perform the particular indicative tasks:
  - o exercises high precision trade skills using various materials, equipment and/or specialised techniques,
  - o possesses effective written and verbal skills in order to provide concise reporting and communication,
  - o exercise advanced skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction and fit-out work,
  - o exercises extensive skills in preventative maintenance programs,
  - o performs non-trade tasks incidental to his/her work,
  - o 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.

OR

- Activities associated with Building Tradesperson Special Class Level II and the following: allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same level within the scope of the activity being undertaken),
  - o inspect and ensure the quality of work undertaken by employees,
  - o advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
  - o ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
  - o prepare and maintain records and incident reports,
  - o provide an overall on-the-job leadership role,
  - o exercise judgment and advise on matters requiring the application of the employee's skills and knowledge,
  - o assist in the on-the-job training of employees,
  - o perform associated duties as directed.

## **BUILDING TRADESPERSON ADVANCED SKILL LEVEL II (125%)**

- A Building Tradesperson Advanced Skill Level II is an employee who has completed the following training requirements:
  - o successfully completed twelve appropriate modules in addition to the training requirements of Building Tradesperson Level I; or
  - o equivalent accredited training; or equivalent; or
  - o will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
- A Building Tradesperson Advanced Skills Level II works above and beyond an Advanced Skill Tradesperson Level I and to the level of her/his training;
  - o undertakes quality control and work organisation at a level higher than for an Advanced Level Tradesperson Level I,
  - o provides trade guidance and assistance as part of a work team,
  - o provides formal and on-the job training to employees in conjunction with supervisors/trainers,
  - o performs maintenance planning and predictive maintenance work within their field of work,
  - o prepares reports of a technical nature on specific tasks or assignments as directed,
  - o exercises broad discretion within the scope of this level.
- The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:
  - o use information from plans to identify, diagnose and solve problems related to work in a specific field,
  - o be able to identify any deviations from plans and sketches,
  - o schedule and plan work for a team and provide brief reports on the progress and quality of the work,
  - o exercise advanced skills involved in fabrication, assembly, installation, repair, maintenance, modifying, design or minor construction, and fit-out work,
  - o exercises extensive skills in plan, design and evaluation of preventative maintenance programs,
  - o performs non-trade tasks incidental to his/her work,
  - o 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.

-oOo-