

ADELAIDE CONVENTION CENTRE COLLECTIVE AGREEMENT 2012-2015

File No. 2143 of 2012

This Agreement shall come into force on and from 1 February 2012 and have a life extending until 31 January 2015.

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



**ADELAIDE CONVENTION CENTRE
COLLECTIVE AGREEMENT 2012-2015**

1. TITLE

This Agreement shall be known as the ADELAIDE CONVENTION CENTRE ENTERPRISE AGREEMENT 2012-2015 (hereinafter called "the Agreement").

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3. PERIOD OF OPERATION, AND PARTIES BOUND

- (a) This Agreement shall commence on and from the 1st of February 2012 and will remain in force until the 31st of January 2015
- (b) Except as provided in sub-clause (c) hereof this Agreement shall apply to:-
 - (i) the Adelaide Convention Centre Corporation, North Terrace Adelaide (herein after referred to as 'the Convention Centre', 'employer' or 'the Company')
 - (ii) all employees engaged by the Convention Centre in the categories of employment set out in Schedule "A" and
 - (iii) the Shop Distributive and Allied Employees Association SA Branch, of 69 Fullarton Road, Kent Town, herein after referred to as 'The Association'.
 - (iv) the Chief Executive of the Department of Premier and Cabinet, as the declared employer for the purposes of the Fair Work Act 1994
- (c) The parties agree that salaried contract employees of the Convention Centre are not to be covered by the terms and conditions of this Agreement:

4. CONTRACT OF HIRE - PERMANENT EMPLOYEES

Definition: Subject to the relevant provisions in this agreement dealing with Termination, Introduction of Change and Redundancy, the contract of hiring of permanent employees shall, be deemed to be by the week (permanent employees).

- (a) Unavoidable Stoppages: Employees shall not be entitled to payment for time lost when work is unavoidably stopped because of:-
 - (i) a breakdown of plant and/or machinery,
 - (ii) a strike:
 - (iii) a work stoppage for which the employer cannot reasonably be held responsible; eg a natural disaster
- (b) Provided that any employee who reports for duty at their usual place of employment without having received notice of such stoppage before leaving home for work, shall be paid a minimum of 2 hours pay; and provided that an employee having started work on any day shall be entitled to be paid for a minimum of 2 hours work.

5. CONTRACT OF HIRE - PART-TIME EMPLOYEES

Definition: A part-time employee means an employee who is engaged by the week for less than 38 but not less than 15 hours in any one week.

Provided that such employees shall be engaged for a minimum of three hours on any one day, on a maximum of 5 days in any seven.

Conditions:

- (a) Such employee shall be paid a proportion of the wages prescribed in schedule "A" for 38 hours of work according to the number of hours actually worked. Provided that any hours worked shall incur a loading of 30% paid in lieu of shift and weekend penalties.
- (b) Part time employees shall be entitled to pro rata annual leave and personal / carer's leave as prescribed in the appropriate clauses.
- (c) If a part time employee usually works on a day of the week upon which a public holiday falls and is not required to work on that day, they are to be paid for the hours that they would normally have worked on that day.
- (d) A part time employee required to work in excess of twelve hours in twenty four shall be paid at double the ordinary rate, prescribed by Schedule A, for all hours in excess of twelve.

- (e) A part time employee who does not receive a minimum ten hour break between the cessation of one shift and the commencement of the next shift shall be paid double the ordinary rate, prescribed by the attached Schedule A, for all hours worked on the subsequent shift, until a ten hour break is provided.
- (f) Any employee eligible for a penalty payment under both parts (iv) and (v) of this clause, shall receive whichever is the greater amount.
- (g) The minimum weekly hours in effect at the time of an employee's appointment to a part time position may only be varied by consent between the employer and employee and must be recorded in writing, with a copy issued to both parties.

6. CASUAL EMPLOYEES

Definition: A casual employee shall mean an employee whose contract of hiring is less than a contract of hiring by the week, other than a part-time employee as defined.

(a) Conditions:

- (i) Casual employees shall be paid for all hours worked at a rate which is 50 per cent higher than the ordinary rate prescribed by Schedule A
- (ii) A casual employee, other than one engaged as a doorman, shall be engaged for a minimum of 3 hours on any day. A casual employee engaged as a doorman shall be engaged for a minimum period of 2 hours on any day.
- (iii) A casual employee required to work in excess of twelve hours in twenty four shall be paid at double the ordinary rate, prescribed by Schedule A, for all hours in excess of twelve.
- (iv) A casual employee who does not receive a minimum ten hour break between the cessation of one shift and the commencement of the next shift shall be paid at double the ordinary rate, prescribed by Schedule A, for all hours worked on the subsequent shift, until a ten hour break is provided.
- (v) Where an employee would be eligible for a penalty payment under both parts (iii) and (iv) of this clause, they shall receive whichever is the greater penalty amount.

7. CONVERSION OF EMPLOYMENT STATUS

The Adelaide Convention Centre is committed to maximising opportunities for permanent employment.

- (a) Notwithstanding the provisions set out in Clauses 4, 5 and 6 of this agreement any casual employee, who:
 - (i) has been employed on a regular and systematic basis for a continuous period of 18 months and whose employment is consistent with full-time or part-time employment as defined,
 - (ii) shall thereafter have the right to elect to have their employment converted to full-time employment as defined in Clause 4, or part-time employment as defined in Clause 5.
- (b) The Adelaide Convention Centre shall give the employee notice in writing, within four weeks of attaining the provisions of Clause 7(a). The employee retains their right of election under this clause if the employer fails to comply with the clause.
- (c) Any such employee who does not elect to convert their employment to full-time, or part-time employment within four weeks of receiving written notice will be deemed to have elected against any such conversion.
- (d) Any employee who qualifies to elect under clause 7(a), may at any time thereafter give four weeks' notice in writing to the employer that they seek to elect to convert their

employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse.

- (e) Any dispute about a refusal of an election to convert to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with the Disputes Avoidance / Settling Procedure clause of this Agreement.

8. HOURS

- (a) The maximum number of ordinary hours to be worked by any full time weekly hired employee in any one week shall not exceed 38 hours per week, or 8 hours per day.
- (b) For all time worked by a full time employee in ordinary hours:
 - (i) after 6.00 p.m. up to and including midnight, an additional 10 per cent penalty on the ordinary rate prescribed by Schedule A shall be paid.
 - (ii) after midnight and before 6.00 a.m., an additional 30 per cent penalty on the ordinary rate prescribed Schedule A shall be paid.
- (c) This clause shall not apply to:
 - (i) casual and part time employees.
 - (ii) full time Security Officers, who are to be paid the same conditions applying to permanent part time employees, as per Clause 5 of this Agreement.

9. SPREAD OF HOURS

Where broken shifts are worked, the spread of hours can be no greater than 12 hours per day.

10. MEAL BREAKS

- (a) Every employee shall be allowed an unpaid meal break of not less than thirty minutes nor more than one hour in respect of each 5 hours continuous work during any one day.
- (b) The only exception to (a) above is in the case of a Food and Beverage Attendant, who may work up to 6 hours without a meal break, if they are prevented from having this break due to their involvement in the provision of a meal service to Convention Centre guests.
- (c) An employee who is rostered between 5 and 6 hours (inclusive) may elect to forgo their unpaid meal break to facilitate an earlier finish time. Any such agreement shall be reached on each separate occasion.
- (d) Any employee who does not receive a meal break as and when prescribed, shall be paid at double the ordinary rate prescribed in Schedule A from the time when the meal break becomes due, until such time as it is given.
- (e) Subject to operational considerations and at the discretion of their immediate supervisor, employees not directly involved in servicing clients are permitted to access any refreshments provided by the employer, between allocated tasks.
- (f) This clause shall not apply to security officers working 8 hour shifts as part of a continuous 24 hour shift roster; as such shifts incorporate a 20 minute paid crib break.

11. OVERTIME

- (a) Other than for a full time security officer, all time worked by any full time weekly hired employee in excess of 38 hours per week, or 8 hours per day, shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

- (b) When any weekly hired employee is required to work overtime of more than one hour which necessitates eating a meal away from home the employee shall be allowed a suitable meal by the Convention Centre.
- (c) In the event of a suitable meal not being available, the Convention Centre may pay a meal allowance of \$10.05 in lieu of the above on the next occasion such employee is paid.

12. TIME OFF

- (a) Each weekly hired employee shall be allowed two whole days off in seven. These two days need not be consecutive for the purpose of this Agreement.
- (b) The employee's day(s) off may be changed by mutual agreement between the Convention Centre and the employee. Where such agreement is not reached the Convention Centre may change the employee's day(s) off provided that seven clear days notice is given of the change.
- (c) The Convention Centre shall not change an employee's day(s) off if the change has the effect of avoiding payment for a public holiday.
- (d) When a public holiday falls on an employee's day off, the employee shall by mutual agreement with the Convention Centre, be paid by one of the following methods:
 - (i) Payment of an additional day's wages equivalent to the ordinary number of hours worked on the same day of the previous week.
 - (ii) Addition of one day to the employee's annual leave entitlement.
 - (iii) Another day may be allowed off with pay to the employee within fourteen days of the public holiday falling.

13. SATURDAY RATES

For work performed in ordinary hours on a Saturday (not being a public holiday), employees shall receive the following hourly payments in addition to the ordinary rate prescribed by Schedule A

- (a) **Employees on Full-time Weekly Hiring**
 - (i) Saturday up to 1 pm - an additional 25 per cent per hour.
 - (ii) Saturday after 1 pm until midnight - an additional 50 per cent per hour.
- (b) The additional payments prescribed in sub-clause (a) hereof shall be in lieu of all other penalty payments prescribed elsewhere in this agreement.
- (c) This clause shall not apply to permanent part-time or casual employees, or full time security officers.

14. SUNDAY RATES

Employees on full-time weekly hiring shall receive double the ordinary rate prescribed by Schedule A for all work performed on a Sunday

This clause shall not apply to permanent part-time or casual employees, or full time security officers.

15. PUBLIC HOLIDAYS

- (a) All employees, except casual employees, are entitled to be absent from work on the following public holidays without loss of pay:-
 - New Year's Day,

- Australia Day,
 - Adelaide Cup Day
 - Good Friday,
 - The day after Good Friday
 - Easter Monday,
 - Anzac Day,
 - Queen's Birthday and Volunteers Day
 - Labour Day
 - Christmas Day,
 - Proclamation Day
 - any other day or part day duly proclaimed to be a public holiday in the State of South Australia
- (b) Employees may *reasonably* refuse a request to work on a public holiday, however in determining whether a request (or a refusal of such a request) is reasonable, the following must be taken into account:
- (i) the nature of the employer's workplace (including its operational requirements) and the nature of the work performed by the employee
 - (ii) the employee's personal circumstances, including family responsibilities
 - (iii) whether the employee could reasonably expect that the employer might request work on the public holiday
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates, additional remuneration or other compensation that reflects an expectation of work on the public holiday
 - (v) the type of employment (e.g. full-time, part-time, casual or shiftwork)
 - (vi) the amount of notice in advance of the public holiday given by the employer when making the request
 - (vii) the amount of notice in advance of the public holiday given by the employee in refusing the request
 - (viii) any other relevant matter
- (c) Full time employees required to work on public holidays will be entitled to be paid an additional 150 per cent of the ordinary hourly rate prescribed by Schedule A, for all time worked on any such day or part day.
- (d) Casual and part time employees and full time security officers required to work on public holidays shall in lieu of the loadings set out in Clauses 5 and 6 hereof, receive 250 per cent of the ordinary rate prescribed by Schedule A.

16. PARENTAL LEAVE

- (a) Employees covered by this Agreement are granted certain rights to Parental Leave. These provisions can be found in Appendix A. They specifically cover maternity leave, paternity leave and adoption leave and apply to full time, part-time and eligible casual employees but not to employees engaged in other casual or seasonal work. The term "eligible casual employee" is defined in Appendix A.

17. ANNUAL LEAVE

(a) Entitlement and Crediting of Leave

- (i) Every employee other than a casual employee is entitled to 4 weeks paid annual

leave for each completed year of service with the employer.

- (ii) In addition to the entitlement specified in paragraph (i), any employee who works as part of a continuous 24 hour / 7 day shift roster and who is regularly rostered to work the full range of those shifts (including day, afternoon and night shifts, Sundays and Public Holidays), shall be entitled to an additional week's annual leave for each year of service worked under such arrangements.
- (iii) Part time employees not required to work a specific number of hours each week will accrue annual leave entitlements as specified above but on a proportionate basis. The employer will calculate accruals based on the actual number of hours worked each week (exclusive of any overtime hours).
- (iv) Accumulated annual leave will be credited to all eligible employees on a weekly basis and notification of total leave accrued included in pay slips.
- (v) Unused annual leave is cumulative and carries forward from year to year.
- (vi) Annual Leave counts as service for all purposes.

(b) Taking of Leave

- (i) The parties to this Agreement believe that it is important that all employees take annual leave on a regular basis to ensure that they are sufficiently rested and have the opportunity to balance work, family and recreational interests.
- (ii) Employees can take annual leave at a time mutually agreed with employer, taking into account the operational requirements of the workplace. The employer will not unreasonably refuse the taking of annual leave. There is no minimum amount of annual leave that must be taken on any one occasion.
- (iii) Any annual leave taken by employees is exclusive of the public holidays prescribed by this Agreement. In all cases, employees are entitled to observe prescribed public holidays without deduction from annual leave entitlements.

(c) Payment for Period of Leave

Annual Leave will be paid at the rate of pay applying to the employee at the time of commencing the period of annual leave plus a loading of 17 ½% per cent.

(d) Pro Rata Annual Leave:

Upon terminating their employment, employees shall receive full payment in respect to their annual leave entitlements for each completed year of service (less any leave taken), plus pro rata annual leave for each completed week of service thereafter.

No annual leave loading is payable in respect to pro rata annual leave paid upon termination.

(e) Cashing-out of Accumulated Annual Leave

The Convention Centre may, at the request of an employee, agree to the cashing-out a proportion of the employee's Annual Leave entitlement, provided that:-

- (i) The employee makes the election in writing and the Convention Centre authorises the election.
- (ii) The employee retains an entitlement to at least four weeks of paid annual leave, immediately subsequent to any election to cash-out being enacted.
- (iii) Payment is made at the employee's ordinary rate of pay, inclusive of leave loading.
- (iv) The employee's annual leave entitlement is reduced by the quantum of the annual leave payment.
- (v) The company will not unreasonably refuse such a request, but reserves the right to assess the individual merits of each application.

18. PERSONAL / CARER'S LEAVE

Definition: Immediate Family means the employee's spouse (including a former spouse, a de facto spouse and a former de facto spouse) child, parent, grandparent, grandchild, or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild or sibling of the employee's current or former spouse (including de facto spouse).

(a) Personal Leave

(i) Entitlement

- (a) Every full-time employee will have access to 10 days paid personal leave annually, to be used when they are absent due to:
 - (i) personal illness or injury (sick leave);
 - (ii) a member of their immediate family or household, requiring their care or support due to personal illness, injury, or unexpected emergency (carer's leave).
- (b) Part-time employees can access the same paid personal leave entitlements as full time employees, on a pro-rata basis.
- (c) Ordinarily an employee will not be entitled to access carer's leave in situations where another person has taken leave to care for that person.
- (d) Paid personal leave will be credited upon the completion of each week of service.
- (e) Paid personal leave is cumulative but will not be paid out on separation of employment.
- (f) Personal leave counts as service for all purposes.

(ii) Payment for Personal Leave

- (a) An employee who qualifies for paid personal leave in accordance with this clause will be paid at the ordinary rate of pay applicable immediately before the period of leave commenced.
- (b) Employees are not entitled to take paid sick leave for any period during which they are entitled to worker's compensation payments.

(b) Unpaid Carer's Leave

- (i) All employees will be entitled to two days of unpaid leave when they are required to provide care or support to a member of their immediate family or household, who requires their care or support because:
 - (a) they are sick or injured
 - (b) there is an unexpected emergency in relation to that person
- (ii) Unpaid carer's leave may only be taken after the employee has exhausted their other paid personal or carer's leave entitlements (where applicable).

(c) Accumulation of Personal (Sick) Leave entitlements

- (i) Personal leave entitlements which are untaken at the completion of each year shall accumulate.
- (ii) There is no limit to the maximum of consecutive days that an employee may take due to personal illness or injury, up to the amount of personal leave the employee has accumulated over time; subject to them providing the necessary medical certification.
- (iii) An employee is not entitled to take more than 10 days of paid carer's leave per year, regardless of the amount of personal leave the employee has accumulated over time.

(d) Evidence Required

- (i) An employee taking paid or unpaid personal (sick or carer's) leave will, if required, provide a medical certificate or statutory declaration, evidencing the illness or injury of the person concerned.
- (ii) For the purposes of this clause a medical certificate must be issued by a registered health practitioner and in respect of the area in which the practitioner is registered or licensed, under the relevant legislation that provides for the registering or licensing of health practitioners.

(e) Unpaid leave when paid personal leave is exhausted

If an employee exhausts their paid personal leave, the employee may request to take additional unpaid sick leave, which will be granted at the discretion of the employer, having full regard to the individual circumstances.

(f) Compassionate Leave

- (i) In the event of the death, or life threatening situation of a member of an employee's immediate family or household, the employee may access two days paid leave on each occasion.
- (ii) In the event of the death of an employee's parent, spouse or child, the employee may access three days paid leave on each occasion.
- (iii) In the event of extraordinary or unforeseen circumstances warranting special consideration, the Chief Executive may approve up to an additional 2 days paid leave on each occasion.
- (iv) An employee who qualifies for paid compassionate leave in accordance with this clause will be paid at the ordinary rate of pay applicable immediately before the period of leave commenced.
- (v) Employees taking compassionate leave will be required to produce satisfactory evidence of the associated death, serious illness or injury, outlining the relationship of the employee to the deceased or seriously ill person.
- (vi) The evidence must satisfy a reasonable person and may take the form of a newspaper clipping, death notice or certificate, a medical certificate, or a statutory declaration attesting to the nature of the circumstances warranting the granting of compassionate leave.

(g) Grievance Process

In the event that an employee has a grievance in relation to the practical application of this clause, the grievance shall be dealt with under the provisions of the disputes avoidance / settlement Clause contained in this Agreement.

19. BLOOD DONORS LEAVE

- (a) A full-time or part time employee who is absent during ordinary working hours for the purpose of donating blood, and who could not donate blood unless provision was made for an absence during the employee's ordinary working hours, shall not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- (b) Provided further that such employee shall arrange for his or her absence to be on a day suitable to the Convention Centre and be as close as possible to the beginning or ending of his or her ordinary working hours.
- (c) Proof of attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the Convention Centre.

- (d) Further, the employee shall notify the Convention Centre as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood.

20. TRAINING

- (a) The Convention Centre supports the provision of paid training as a means of assisting employees to perform their role to their highest standard.
- (b) A training plan derived from the annual performance appraisal process will be implemented for all full-time and part-time staff. Casual staff may submit training request forms through their line manager for any training they consider necessary.
- (c) Any employees seeking a review of the training request provision may do so via the disputes avoidance/ settling procedure clause of this Agreement.

21. TRADE UNION DELEGATE TRAINING

- (a) The Centre may grant special leave with pay to employees who are members of the Association to attend trade union training courses provided that:
 - (i) the course is organised, run or approved by one of the following providers:
 - (a) Australian Council for Union Training; or
 - (b) Workers Educational Association of South Australia Inc; or
 - (c) SA Unions (formerly the United Trades and Labor Council); or
 - (d) Industrial Training Services; and
 - (ii) the employee is nominated for attendance at the course by the Association (a certificate of eligibility must be signed by the Secretary of the recognised organisation or a person nominated by the Secretary); and
 - (iii) the employee can be spared by their department. In deciding approvals, the work of the department must be a priority and the privilege may be withdrawn at any time it is considered necessary.
- (b) 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.
- (c) 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.
- (d) All other costs related to the attendance at a course will be the responsibility of the nominating organisation (the Association).
- (e) Where an employee is absent on trade union training on their rostered day off, such day will stand as the rostered day off. The employee is not permitted to substitute another day for the rostered 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 year period.

22. UNIFORMS

If the Convention Centre requires an employee to wear a garment distinctive to the establishment, the Convention Centre shall provide, maintain and (if necessary) launder such garment, which shall remain the property of the Convention Centre.

23. VEHICLE ALLOWANCE

An employee who by agreement with the Convention Centre uses his or her motor vehicle on

the Convention Centre's business shall be paid an allowance of 66 cents per kilometre travelled.

24. TRANSPORT

When an employee's usual means of transport is not available after ceasing work (as a result of abnormal circumstances) the Convention Centre shall provide transport for such employee to their home or usual place of residence. "Usual means of transport" shall mean and include the employee's own vehicle or arrangements for private transport as agreed between the Convention Centre and employee.

25. WEEKLY PAY DAY

- (a) Wages shall be paid weekly, by direct deposit into the employee's nominated bank account / financial institution, so that funds are available for access during the work hours of the employee.
- (b) The Convention Centre shall supply to each employee a detailed payslip with each pay which shows a full record of: hours worked, the calculation of gross earnings including the hourly rate of pay, employer superannuation contributions, taxation instalments, employee authorised deductions, the amount of net pay and any other item as required by law to be included.
- (c) Notwithstanding sub-clause (b) the Convention Centre shall notify each employee of any change to the pay rate applying to their particular classification of employment.

26. NOTICE BOARDS

- (a) The Convention Centre shall permit an accredited Union Official from the Association to post formal Association notices signed by the State Secretary, or the Assistant Secretary of the Association, upon an appropriate notice board.
- (b) Provided however, that such notices shall only contain information relevant to this Agreement and Association activity in connection with the Agreement.
- (c) Provided further that any notice deemed offensive by the Convention Centre may be removed.

27. INDUCTIONS

The Convention Centre shall permit an accredited Official from the Association to attend venue induction sessions held by the Centre, for the purposes of sharing relevant information with new employees covered by this Agreement.

28. SUPERANNUATION

All employees shall be subject to the provisions of the Superannuation Guarantee (Administration) Act of June 1992 and any amendments thereof.

29. TERMINATION OF EMPLOYMENT

(a) Notice of Termination by Convention Centre

- (i) In order to terminate the employment of an employee the Convention Centre shall give the employee the following notice:

<u>PERIOD OF CONTINUOUS SERVICE</u>	<u>PERIOD OF NOTICE</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in sub-paragraph (i) above, employees over forty five years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to additional notice of one week.
- (iii) Payment in lieu of the notice prescribed in sub-paragraph (i) and/or (ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice, had their employment not been terminated, shall be used.
- (v) The period of notice in this clause shall not apply in the case of instant dismissal for serious misconduct, or in the case of casual and probationary employees, or employees engaged for a specific period of time or for a specific task or tasks.

(b) Notice of Termination by Employee

In order to terminate employment, an employee (other than a casual or probationary employee, or employee engaged for a specific period of time or task) shall give the Convention Centre the following notice:

<u>PERIOD OF CONTINUOUS SERVICE</u>	<u>PERIOD OF NOTICE</u>
Less than one year	1 week
One year and over	2 weeks

(c) Time off During Notice Period

Where the Convention Centre has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Convention Centre.

(d) Statement of Employment

The Convention Centre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

(e) Payment in Lieu

If the Convention Centre makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Agreement.

- (f) Where the employment of an employee is terminated in accordance with the notice prescribed in paragraph (b) above, the Convention Centre and employee may by mutual agreement waive the whole or part of the period of notice.

Provided that nothing in this Clause shall prevent an employee terminating their employment if such employee has been given notice of termination by the Convention Centre.

- (g) Notice of termination may be given at any time provided that the termination of employment shall take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the said notice period.

30. INTRODUCTION OF CHANGE

(a) Notification of Intended Change

- (i) Where the Convention Centre has made a definite decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the Convention Centre shall as soon as practicable, notify the employee who may be affected by the proposed changes and their nominated representative, which may be the Association.
- (ii) "Significant Effects" include termination of employment; major changes in the composition, operation or size of the Convention Centre's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Consultation with Employees and their Nominated Representative

- (i) The Convention Centre shall discuss with the employees affected and their nominated representative among other things; the introduction of the changes referred to in sub-clause (a)(i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects or such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representative in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the Convention Centre to make the changes referred to in sub-clause (a)(i) hereof.
- (iii) For the purposes of such discussion, the Convention Centre shall provide in writing to the employees concerned and their nominated representative, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Convention Centre shall not be required to disclose confidential information, disclosure of which, when looked at objectively, would be inimical to the Convention Centre's interests.

31. REDUNDANCY

- (a) "Redundancy" in this clause means the loss of employment due to the Convention Centre no longer requiring the job the employee has been doing to be performed by anyone.

(b) Discussions before Terminations

- (i) Where the Convention Centre has made a definite decision that it no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the Convention Centre shall have discussions as soon as practicable with the employees directly affected and with their nominated representative. Discussions shall cover, among other things, the reasons for the proposed termination, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the employees

concerned.

- (ii) For the purposes of discussion, the Convention Centre shall as soon as practicable, provide in writing to the employees concerned and their nominated representative all relevant information about the proposed termination including the reasons for the proposed terminations, the number of categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Convention Centre shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be inimical to the Convention Centre's interests.

(c) Period of Notice of Termination on Redundancy

- (i) If the services of an employee are to be terminated due to redundancy, such employee shall be given notice of termination as prescribed in the 'Termination of Employment' Clause of this Agreement.
- (ii) Provided that employees to whom notification of termination of service is to be given on account of the proposed introduction by the Convention Centre of automation or other like technological changes in the industry in relation to which the Convention Centre is engaged shall be given not less than three months notice of termination.
- (iii) Should the Convention Centre fail to give notice of termination as required in sub-clause (c)(i) herein the Convention Centre shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the Convention Centre for the purposes of the Long Service Leave Act, as amended.

(d) Notification to relevant authority

Where a decision has been made to terminate the employment of an employee, or a group of employees, on account of redundancy, the Convention Centre shall notify Centrelink or the relevant statutory authority thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

(e) Severance Pay

- (i) In addition to the periods of notice prescribed elsewhere in this agreement, an employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<u>PERIOD OF CONTINUOUS SERVICE</u>	<u>SEVERANCE PAY</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay

8 years and less than 9 years	14 weeks pay
9 years and less than 10 years	16 weeks pay
10 years and over	12 weeks pay

(ii) "Week's Pay" means the ordinary time rate of pay for the employee concerned.

(iii) The severance payment shall not exceed the amount which the employee would have earned if employment with the Convention Centre had proceeded to the employee's normal retirement date.

(f) Time Off During Notice Period

(i) During the period of notice of termination given by the Convention Centre, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall at the request of the Convention Centre, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(g) Alternative Employment

Severance pay will not apply in circumstances where the employer is able to obtain suitable alternative employment for the employee, regardless of whether the employee elects to accept that offer or not.

(h) Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Convention Centre until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of Notice.

(i) Written Notice

The Convention Centre shall, as soon as practicable but prior to the termination of the employee's employment, give to the employee a written notice containing the following:

(i) The date and time of the proposed termination of the employee's employment.

(ii) Details of the monetary entitlements of the employee upon the termination of his/her employment including the manner and method by which those entitlements have been calculated.

(iii) Advice as to the entitlement of the employee to assistance from the Convention Centre, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and

(iv) Advice as to the entitlements of the employee should he/she terminate his/her employment during the period of notice.

(j) Payment in Lieu Treated as Service

If the Convention Centre makes payment in lieu for all or any of the period of notice prescribed by sub-clause (c) hereof, the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Agreement and shall be deemed to be service with the Convention Centre for the purposes of the Long Service Act 1967 as amended.

(k) Transfer to Lower Paid Duties

Where an employee whose job has become redundant accepts an offer of alternative

work by the Convention Centre the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her employment had been terminated, and the employee may at the Convention Centre's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

(l) Employees with Less Than One Year of Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation of the Convention Centre should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(m) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

(n) Incapacity to Pay

The Convention Centre may make application to the Commission for an order to have the general severance pay prescription varied on the basis of the Convention Centre's incapacity to pay.

32. TRANSMISSION

(a) Transmission of Business

This clause shall have effect where a business, undertaking or establishment, or any part thereof has, whether before or after the commencement of this clause, been transmitted from the Convention Centre (hereinafter referred to as "the transmittor") to another employer (hereinafter called "the transmittee"). In this clause, "transmission" means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession whether by agreement or operation of law and "transmitted" has a corresponding meaning.

(b) Acceptance of Employment with Transmittee

Subject to further order of the Commission where a person, who at the time of transmission, was an employee of the transmittor in that business, undertaking, establishment or part thereof, becomes an employee of the transmittee:

- (i) The period of service which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee for the purpose of calculating any entitlement of the employee to service-related periods of notice of severance payment; and
- (ii) The provisions of sub-paragraphs under Clause 31 Redundancy, shall not apply in respect of the termination of the employee's employment with the transmittor.

(c) Offer of Employment with the Transmittee

Where a person who at the time of transmission was an employee of the transmittor in that business, undertaking, establishment or part thereof, is offered employment by the transmittee, the provisions of sub-paragraphs under Clause 31 Redundancy shall not apply in respect of the termination of the employee's employment with the transmittor provided that:

- (i) The offer is made before the transmission of the business, undertaking, establishment or part thereof; and

- (ii) The terms and conditions of the new employment offered:
 - (a) Are not substantially different from those applying to the employment with the transmittor; or
 - (b) Are substantially different but the offer constitutes an offer of suitable employment in relation to the employee; and
- (iii) The employee unreasonably refuses to accept the offer.

33. GENERAL PROVISIONS (TERMINATION, CHANGE & REDUNDANCY)

(a) Continuity of Service

For the purpose of Clauses 29 to 33 of this Agreement, "Service" means continuous service, but an employee's service is deemed to have been continuous notwithstanding:

- (i) Absence of the employee from work in accordance with the contract of employment.
- (ii) Absence of the employee from work for any cause by leave of the Convention Centre.
- (iii) Absence of the employee from work on account of illness, disease or injury.
- (iv) Interruption or termination of the employee's service by any act or omission of the Convention Centre with the intention of avoiding any obligation imposed by this Award or by the Long Service Leave Act.
- (v) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the Convention Centre in consequence of the settlement of the dispute or was re-employed by the Convention Centre upon such settlement; and
- (vi) Interruption or termination of the employee's service by the Convention Centre for any reasons other than those referred to in sub-paragraphs (iv) and (v) of this paragraph if the worker returns to the service of, or is re-employed by, the Convention Centre within three months of the date on which the service was interrupted or terminated.
- (vii) For employees who commenced their current tenure of employment prior to 1 February 2012, Clause 29(a)(vi) of the Adelaide Convention Centre Collective Agreement 2009-2012 shall apply, in lieu of paragraph (vi) above.

(b) Service with Two or More Corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 7(5) of the Uniform Companies Code 1981, the service of the employee with each such corporation shall be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to Clauses 29 to 33 inclusive of this Agreement.

(c) Dispute Resolution of Termination, Change and Redundancy Provisions

Where a dispute exists between the Convention Centre and employee as to the interpretation or application of the provisions of Clauses 29 to 33 inclusive of this Agreement, such dispute shall be referred for resolution to the Industrial Commission. Where the dispute concerns the interpretation or application of Clause 30 "Introduction of Change" (and in particular the definition of "significant effects" therein) the persons involved in the dispute and its resolution shall have regard to guidelines (if any) as to the interpretation or application of the termination, change and redundancy provisions.

34. DISPUTES AVOIDANCE /SETTLING PROCEDURE

- (a) In the event of a matter in dispute, or an employee having a grievance regarding any

aspect of their employment with the Convention Centre, the employee shall bring the matter to the attention of their immediate supervisor as soon as practicable, with the mutual intent of achieving a satisfactory outcome.

- (b) If the matter remains unresolved, the employee concerned may then raise the matter with the relevant Department Head, who may call upon the assistance of an Human Resources Department representative. At this stage the employee has the option of enlisting the support of a representative of their choosing, who may be a union representative.
- (c) If the procedures in (a) and (b) do not resolve the dispute, the employee and/or their representative may then refer the matter to the relevant Executive Committee (EXCO) member and the Director of Human Resources for resolution.
- (d) In the event that the matter remains unresolved after having followed all of the above steps, either party may refer the dispute to the Australian Industrial Relations Commission for resolution through conciliation and where necessary, by arbitration.
- (e) At all stages throughout this resolution process, work is to continue in the same manner as existed prior to the dispute arising unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (f) If arbitration is necessary, the SAIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions in line with the Act which are necessary to make the arbitration effective.
- (g) The decision of the SAIRC will bind the parties, subject to either party exercising a right of appeal against the decision.

35. SECURITY ESCORTS TO AND FROM VEHICLES

Upon an employee's request, the Convention Centre at any time of the day or night will provide a Security Guard to escort the employee to and from their vehicle.

36. SECURITY LICENCES

Employees required to hold a current Security Agent's Licence, pursuant to the provisions of the Security and Investigations Agents Act 1995, will receive reimbursement of renewal costs, up to a maximum of \$130 per year.

To receive full reimbursement, the employee must have been employed by the Centre in the capacity of Security Officer for the 12 months immediately preceding the licence renewal date and provide an endorsed receipt of renewal. Periods of less than 12 months are payable on a proportionate basis.

37. TRAINEESHIPS

The employer may engage Trainees in accordance with the provisions of the "SA Public Sector Cafes and Restaurants Adelaide Convention Centre Award" as varied.

38. RENEGOTIATION

Negotiations for a new Enterprise Agreement will commence on or after 1 September 2014.

39. SIGNATORIES

..... Shop Distributive & Allied Employees Association Witness
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..... The Adelaide Convention Centre Corporation Witness
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..... Chief Executive, Department of Premier and Cabinet Witness
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APPENDIX A – PARENTAL LEAVE

PART I: PRELIMINARY

1. Interpretation

In this appendix, unless the contrary intention appears:

"*adoption leave*" means adoption leave provided under Part IV (including special adoption leave);

"continuous service" means service under an unbroken contract of employment, and/or work for an employer on a regular and systematic basis. Continuous service includes:

- (a) any period of leave taken in accordance with this appendix, and
- (b) any period of leave or absence authorised by the employer, by or under the Workplace Relations Act 1996, or under any other Act, or by this award;

"eligible casual employee" means a casual employee employed by an employer during a period of at least 12 months, either

- (a) on a regular and systematic basis for several periods of employment; or
- (b) on a regular and systematic basis for an ongoing period of employment;

and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

"employee" includes a full time, a part time and an eligible casual employee but does not include an employee engaged in other casual or seasonal work;

"maternity leave" means maternity leave provided under Part II (including special maternity leave);

"paternity leave" means paternity leave provided under Part III;

"primary care-giver" means a person who assumes the principal role of providing care and attention to a child;

"spouse" includes a de facto spouse or a former spouse.

2. Entitlement

- (a) Subject to this section, an employee is entitled to take maternity, paternity or adoption leave, or to work part-time, in accordance with this appendix.
- (b) An employer must, on becoming aware that an employee, or an employee's spouse, is pregnant, or that an employee is adopting a child, inform the employee of:
 - (i) the employee's entitlements under this appendix, and
 - (ii) the employee's responsibility to provide various notices under this appendix.
- (c) An employer is not entitled to rely on an employee's failure to produce a certificate or give a notice as required by this appendix unless the employer establishes that this section has been complied with in relation to the employee.
- (d) Subject to subsection (e), a contract, agreement or arrangement (whether made before or after the commencement of this appendix) does not operate to annul, exclude or vary the provisions of this appendix.
- (e) The provisions of this appendix do not prevent a contract, agreement or arrangement providing for leave or the provision of part-time work in terms or on conditions more favourable to employees than the terms and conditions provided by this appendix.
- (f) Without derogating from the operation of subsection (e), an employee may work part-

time under this appendix despite any other provision of this award, which limits or restricts the circumstances in which part-time work may be worked or the terms upon which it may be worked, including provisions:

- (i) limiting the number of employees who may work part-time,
- (ii) establishing quotas as to the ratio of part-time to full-time employees, or
- (iii) prescribing a minimum or maximum number of hours a part-time employee may work,

and such provisions do not apply to part-time work under this appendix.

- (g) An employer must not fail to re-engage a casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

PART II: MATERNITY LEAVE

1. Eligibility for leave

- (a) Subject to this appendix, an employee who becomes pregnant is, on production of a certificate under subsection (2), entitled to up to 104 weeks of maternity leave.
- (b) An entitlement to maternity leave is subject to the following qualifications:
 - (i) an employee is not entitled to any leave if she does not have at least 12 months of continuous service with her employer immediately preceding the expected date of birth,
 - (ii) the entitlement is reduced by any period of extended paternity leave taken by the employee's spouse,
 - (iii) apart from paternity leave of up to one week at the time of the birth of the child, maternity leave cannot be taken concurrently with paternity leave,
 - (iv) the entitlement is reduced by any period of special maternity leave taken by the employee,
 - (v) subject to this Part, the period of maternity leave must be taken as one continuous period and must, immediately following the birth of a child, include a period of six weeks of compulsory leave, and
 - (vi) maternity leave cannot extend beyond the child's second birthday.
- (c) Full-time and part-time employees, who have a minimum of 12 months continuous service as a permanent employee, are entitled to be paid for the first 16 weeks of their maternity leave. Apart from this period all other maternity leave is unpaid leave.
- (d) Full-time and part-time employees, who have a minimum of five years service as a permanent employee, are entitled to paid maternity leave for up to eighteen weeks of their maternity leave period. Apart from this period all other maternity leave is unpaid leave.
- (e) An employee must, when applying for maternity leave, produce to her employer a certificate from a legally qualified medical practitioner which states that the employee is pregnant and the expected date of birth (or, if appropriate, the expected date of termination of pregnancy).
- (f) An employee must, at the request of the employer, produce to the employer within a reasonable time:
 - (i) a statutory declaration which states the particulars of any period of paternity leave

sought or taken by her spouse,

- (ii) a statutory declaration which states that for the period of the leave the employee will not engage in any conduct inconsistent with her contract of employment.
- (g) Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with maternity leave, take any annual leave or long service leave (or any part of it) to which she is entitled.
- (h) Paid sick leave or other paid absences (other than accrued annual leave or long service leave) are not available to an employee during her absence on maternity leave.
- (i) The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth's Paid Parental Leave scheme.

2. Notice requirements

- (a) An employee must, not less than 10 weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth.
- (b) An employee must give not less than four weeks' notice in writing to her employer of the date on which she proposes to commence maternity leave stating the period of leave to be taken.
- (c) An employee is not in breach of subsection (b) if her failure to comply is caused by unforeseen circumstances so long as, where a living child is born, the notice is given not later than two weeks after the birth.
- (d) An employer may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within the six weeks immediately before the expected date of birth, but such a notice may be given only if the employee has not given her employer the required notice.

3. Transfer to a safe job

- (a) Where an employee is entitled to maternity leave and, in the opinion of a registered medical practitioner, the employee is fit for work but it is inadvisable for the employee to continue at her present position because of illness or risks arising out of the pregnancy or hazards connected with that position, the employee will, if the employer deems it reasonably practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may take, or the employer may require the employee to take, a period of paid leave immediately in accordance with the following:
 - (i) the entitlement to leave is in addition to any other leave entitlement the employee has; and
 - (ii) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (a) the end of the period stated in the medical certificate
 - (b) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - (c) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

4. Variation and cancellation of leave

- (a) The following provisions apply in relation to the variation of maternity leave (but not so as to extend an entitlement beyond the limit set by section 1):
 - (i) the leave may be lengthened once by the employee giving the employer not less than 14 days notice in writing stating the period by which she requires the leave to be lengthened, or
 - (ii) the leave may be lengthened or shortened by agreement between the employer and the employee.
- (b) The following provisions apply in relation to the cancellation of maternity leave:
 - (i) leave, if applied for but not commenced, is cancelled should the pregnancy terminate otherwise than by the birth of a living child,
 - (ii) if after the commencement of any maternity leave:
 - (a) the pregnancy is terminated otherwise than by the birth of a living child, and
 - (b) the employee gives the employer notice in writing stating that she desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice, or
 - (c) the leave may be cancelled by agreement between the employer and the employee.

5. Special maternity leave and sick leave

- (a) If an employee not then on maternity leave suffers illness related to her pregnancy, or
 - (b) the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child,
- she may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary.
- (c) An employee who returns to work after the completion of a period of leave taken pursuant to this section is entitled to the position which she held immediately before commencing such leave or, in the case of an employee who was transferred to a safe job pursuant to section 5, to the position she held immediately before such transfer.
 - (d) If that position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

6. Return to work after maternity leave

- (a) An employee must confirm her intention to return to work by notice in writing to the employer given not less than four weeks before the end of her period of maternity leave.
- (b) An employee, on returning to work after maternity leave, is entitled
 - (i) to the position which she held immediately before commencing maternity leave, or
 - (ii) in the case of an employee who was transferred to a safe job pursuant to section 5, to the position which she held immediately before the transfer.
- (c) If the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay to that of her former position.

7. Effect of maternity leave on employment

Absence on maternity leave does not break the continuity of service of an employee but is not

to be taken into account in calculating the period of service for the purpose of any other entitlement.

8. Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with the provisions of this award.
- (b) An employer must not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

PART III: PATERNITY LEAVE

1. Eligibility for leave

- (a) Subject to this appendix, a male employee is, on production of a certificate under subsection (d), entitled to one or two periods of paternity leave, the total of which must not exceed 104 weeks, as follows:
 - (i) an unbroken period of up to one week at the time of the birth of the child,
 - (ii) a further unbroken period of up to 103 weeks in order to be the primary care-giver of a child (to be known as "extended paternity leave").
- (b) An entitlement to paternity leave under subsection (a) is subject to the following qualifications:
 - (i) an employee is not entitled to any leave if he does not have at least 12 months of continuous service with his employer immediately preceding the date on which the leave would otherwise be first due to commence;
 - (ii) the entitlement to extended paternity leave is reduced by such period of maternity leave taken by the employee's spouse;
 - (iii) extended paternity leave cannot be taken concurrently with maternity leave; and
 - (iv) paternity leave cannot extend beyond the child's second birthday.
- (c) Paternity leave is unpaid leave.
- (d) An employee must, when applying for paternity leave, produce to his employer a certificate from a legally qualified medical practitioner which names the employee's spouse and states that she is pregnant and the expected date of birth or the date on which the birth took place.
- (e) An employee must, at the request of the employer, in respect of the conferral of extended paternity leave, produce to the employer within a reasonable time
 - (i) a statutory declaration which states
 - (a) that the employee is seeking the leave to become the primary care-giver of a child, and
 - (b) the particulars of any period of maternity leave sought or taken by his spouse,
 - (ii) a statutory declaration which states that for the period of the leave the employee will not engage in conduct inconsistent with his contract of employment, and
 - (iii) such other information prescribed by the regulations.
- (f) Subject to complying with any other relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with paternity leave, take any annual leave or long service leave (or any part of it) to which he is entitled.
- (g) Paid sick leave or other paid absences (other than accrued annual leave or long service

leave) are not available to an employee during his absence on paternity leave.

2. Notice requirements

- (a) An employee must, not less than 10 weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave.
- (b) An employee is not in breach of subsection (a) if his failure to comply is caused by
 - (i) the birth occurring earlier than the expected date,
 - (ii) the death of the mother of the child, or
 - (iii) other compelling circumstances.
- (c) The employee must notify his employer of any change in the information provided pursuant to section 11 within two weeks after the change takes place.

3. Variation and cancellation of leave

- (a) The following provisions apply in relation to the variation of paternity leave (but not so as to extend an entitlement beyond the limits set by section 1):
 - (i) the leave may be lengthened once by the employee giving to the employer not less than 14 days notice in writing stating the period by which he requires the leave to be lengthened, or
 - (ii) the leave may be lengthened or shortened by agreement between the employer and the employee.
- (b) Extended paternity leave, if applied for but not commenced, is cancelled should the pregnancy of the employee's spouse terminate otherwise than by the birth of a living child.
- (c) Paternity leave may be cancelled by agreement between the employer and the employee.

4. Return to work after paternity leave

- (a) An employee must confirm his intention to return to work by notice in writing to the employer given not less than four weeks before the end of a period of extended paternity leave.
- (b) An employee, on returning to work after paternity leave, is entitled to the position which he held immediately before commencing paternity leave.
- (c) If the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he is entitled to a position as nearly as possible comparable in status and pay to that of his former position.

5. Effect of paternity leave on employment

Absence on paternity leave does not break the continuity of service of an employee but is not to be taken into account in calculating the period of service for the purpose of any other entitlement.

6. Termination of employment

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with the provisions of this award.
- (b) An employer must not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

PART IV: ADOPTION LEAVE

1. Interpretation

In this Part, unless the contrary intention appears:

"adoption" includes the placement of a child with a person in anticipation of, or for the purposes of, adoption;

"child" means a child under the age of five years who is placed with an employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee who has previously lived with the employee for a continuous period of at least six months;

"government authority" means a person or agency prescribed as a government authority for the purposes of this definition;

"relative adoption" means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

2. Eligibility for leave

- (a) Subject to this appendix, an employee is entitled to one or two periods of adoption leave, the total of which must not exceed 104 weeks, as follows:
 - (i) an unbroken period of up to three weeks at the time of the placement of the child,
 - (ii) an unbroken period of up to 101 weeks in order to be the primary care-giver of the child (to be known as "extended adoption leave").
- (b) An entitlement to adoption leave under subsection (a) is subject to the following qualifications:
 - (i) an employee is not entitled to any leave if he or she does not have at least 12 months of continuous service with his or her employer immediately preceding the date on which he or she desires to commence adoption leave,
 - (ii) extended adoption leave cannot be taken concurrently with adoption leave taken by the employee's spouse,
 - (iii) the entitlement to extended adoption leave is reduced by such period of extended adoption leave (if any) taken by the employee's spouse,
 - (iv) adoption leave cannot extend beyond the child's fifth birthday, and
 - (v) extended adoption leave cannot extend beyond the second anniversary of the initial placement of the child.
- (c) Full-time and part-time employees, who have a minimum of 12 months continuous service as a permanent employee immediately prior to taking custody of an adopted child, are entitled to be paid for the first 16 weeks of their adoption leave. Apart from this period all other adoption leave is unpaid leave.
- (d) Full-time and part-time employees, who have a minimum of five years service as a permanent employee at the time of taking adoption leave, are entitled to be paid for up to eighteen weeks of their adoption leave period. Apart from this period all other maternity leave is unpaid leave.
- (e) An employee must, at the request of the employer, in respect of the conferral of adoption leave, produce to the employer within a reasonable time:
 - (i) a statement from a government authority confirming details of the date, or presumed date, of adoption,
 - (ii) in the case of extended adoption leave, a statutory declaration which states:

- (a) that the employee is seeking the leave to become the primary care-giver of an adopted child, and
- (b) the particulars of any period of extended adoption leave sought or taken by his or her spouse, and
- (iii) such other information prescribed by the regulations.
- (f) Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with adoption leave, take any annual leave or long service leave (or any part of it) to which he or she is entitled.
- (g) Paid sick leave or other paid absences (other than accrued annual leave or long service leave) are not available to an employee during his or her absence on adoption leave.

3. Notice requirement

- (a) On receiving notice of approval for adoption purposes, an employee must notify the employer of the approval and within two months of the approval must further notify the employer of the period or periods of adoption leave the employee proposes to take.
- (b) In the case of a relative adoption, the employee must so notify the employer on deciding to take a child into custody pending an application for adoption.
- (c) An employee must, as soon as the employee is aware of the expected date of placement of a child for adoption purposes, but no later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
- (d) An employee must, at least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee is not in breach of this section if his or her failure to comply is caused by:
 - (i) the requirement that the employee accept earlier or later placement of the child,
 - (ii) the death of his or her spouse, or
 - (iii) other compelling circumstances.

4. Variation and cancellation of leave

- (a) The following provisions apply in relation to the variation of adoption leave (but not so as to extend an entitlement beyond the limit set by section 2):
 - (i) extended adoption leave may be lengthened once by the employee giving the employer not less than 14 days notice in writing stating the period by which he or she requires the leave to be lengthened, or
 - (ii) the leave may be lengthened or shortened by agreement between the employer and the employee.
- (b) The following provisions apply in relation to the cancellation of adoption leave:
 - (i) leave, if applied for but not commenced, is cancelled should the placement of the child not proceed,
 - (ii) if, after the commencement of any adoption leave,
 - (a) the placement of the child ceases, and
 - (b) the employee gives the employer notice in writing stating that he or she desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice, or
 - (iii) the leave may be cancelled by agreement between the employer and the employee.

5. Special leave

- (a) An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.
- (b) An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.
- (c) The leave under this section is to be known as special adoption leave and does not affect any entitlement under section 2.
- (d) Special adoption leave may be taken concurrently by an employee and his or her spouse.
- (e) Where paid leave is available to the employee, the employer may require the employee to take such leave instead of special adoption leave.

6. Return to work after adoption leave

- (a) An employee must confirm his or her intention to return to work by notice in writing to the employer given not less than four weeks before the end of a period of extended adoption leave.
- (b) An employee, on returning to work after adoption leave, is entitled to the position which he or she held immediately before commencing adoption leave.
- (c) If the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as possible comparable in status and pay to that of his or her former position.

7. Effect of adoption leave on employment

Absence on adoption leave does not break the continuity of service of an employee but is not to be taken into account in calculating the period of service for the purpose of any other entitlement.

8. Termination of employment

- (a) An employee on adoption leave may terminate his or her employment at any time during the period of leave by notice given in accordance with the provisions of this award.
- (b) An employer must not terminate the employment of an employee on the ground of his or her absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

PART V: PART-TIME WORK

1. Interpretation

In this Part, unless the contrary intention appears:

"former position" means the position held by an employee immediately before commencing leave or part-time employment under this appendix, whichever first occurs, or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly as possible comparable in status and pay to that of the position first mentioned in this definition;

"part-time work" means work of a lesser number of hours than constitutes full-time work under the relevant award or agreement, but does not include casual or temporary work.

2. Entitlement

- (a) An employee may, with the agreement of his or her employer:
 - (i) in the case of a female employee
 - (a) work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable,
 - (b) work part-time in one or more periods at any time from the seventh week after she has given birth to a child until the child's second birthday,
 - (c) work part-time in one or more periods at any time from the date of the placement of a child with the employee for adoption until the second anniversary of that date,
 - (ii) in the case of a male employee
 - (a) work part-time in one or more periods at any time after his spouse has given birth to a child until the child's second birthday,
 - (b) work part-time in one or more periods at any time from the date of the placement of a child with the employee for adoption until the second anniversary of that date.

3. Effect of part-time work on employment

Part-time work under this Part does not break the continuity of service of an employee.

4. Annual leave: transitional arrangements

- (a) An employee working part-time under this Part is to be paid for and take any annual leave accrued in respect of a period of full-time employment, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time employment under this appendix.
- (b) A full-time employee is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this Part as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (c) By agreement between the employer and the employee, the period over which leave is taken under subsection (b) may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

5. Sick leave: transitional arrangements

- (a) An employee working part-time under this Part is to have sick leave entitlements which are applicable to the work concerned (including any entitlement accrued in respect of previous full-time employment) converted into hours.
- (b) Where any such sick leave entitlement is taken, whether as a part-time employee or as a full-time employee, it is to be debited on the basis of the ordinary hours that the employee would have worked during the period of absence.

6. Part-time work agreement

- (a) Before commencing part-time work under this Part the employer and the employee must agree:
 - (i) that the employee may work part-time,
 - (ii) on the hours to be worked by the employee, the days on which they will be worked

and commencing times for the work, and

(iii) on the classification applying to the work to be performed.

- (b) The agreement may also stipulate the period of part-time employment.
- (c) The terms of the agreement may be varied by consent.
- (d) The terms of the agreement or any variation must be reduced to writing and retained by the employer.
- (e) A copy of the agreement and any variation must be provided to the employee by the employer.

7. Overtime

An employer may request, but not require, an employee working part-time under this Part to work overtime.

8. Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but must be work otherwise performed under the provisions of this award.

9. Pro rata entitlements

Subject to the provisions of this Part and the matters agreed in the part-time work agreement, part-time work is to be in accordance with the provisions of this award which are to apply pro rata.

10. Return to former position

If the employee is currently employed by the employer on a full-time basis, the part-time work agreement may provide that the employee has a right to return to that full-time position.

11. Termination of employment

The employment of a part-time employee under this Part may be terminated in accordance with the provisions of this Part but must not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this Part or has enjoyed or proposes to enjoy any benefits arising under this Part.

SCHEDULE A – RATES OF PAY

All employees covered by this Agreement must be classified according to the structure and definitions set out in Schedule B and paid the corresponding weekly rate of pay as set out below:-

Weekly Rates of Pay

Level	Classification	Effective 01/02/12 \$	Effective 01/02/13 \$	Effective 01/02/14 \$
Introductory		600.00	615.00	636.50
Level 1	Building Attendant Grade 1	616.30	631.70	653.80
	Cleaner Grade 1			
	House Attendant Level 1			
	Kitchen Attendant Grade 1			
	Uniform Store Attendant Grade 1			
Level 2	Building Attendant Grade 2	636.00	651.90	674.70
	Cleaner Grade 2			
	Clerk Grade 1			
	Customer Relations Officer Grade 1			
	Food & Beverage Attendant Grade 1			
	Kitchen Attendant Grade 2 (former Kitchen Hand)			
	Kitchen Attendant Grade 2 (former Steward)			
	Set Crew Attendant			
	Technical Assistant (A/V)			
	Uniform Attendant Grade 2			
Level 2A	Food & Beverage Attendant Grade 2 (Event Floor)	650.40	666.65	690.00
	Food & Beverage Attendant, Regattas Bar & Bistro			
Level 3	Building Attendant Grade 3	671.05	687.80	711.85
	Car Park Cashier			
	Cleaner Grade 3			
	Clerk Grade 2			
	Customer Relations Officer Grade 2			
	House Attendant Grade 2			
	Inventory Controller			
	Kitchen Attendant Grade 3 (formerly Cook Unqualified)			
	Kitchen Attendant Grade 3 (formerly T/L Steward 6-10)			
	Set Crew Attendant Grade 3 (formerly T/L > 11 emp)			
	Uniform Store Attendant Grade 3			
Level 4	Building Attendant Grade 4	700.35	717.85	742.95
	Car Park Supervisor			

Level	Classification	From 01/02/12 \$	From 01/02/13 \$	From 01/02/14 \$
	Cleaning Supervisor			
	Clerk Grade 3			
	Cook (Qualified) Commis Chef			
	Food & Beverage Attendant Grade 3 (T/L F&B >11 emp)			
	Food & Beverage Attendant Grade 3 (Regattas Supervisor)			
	General Security Officer			
	House Supervisor			
	Inventory Supervisor			
	Technician (A/V)			
Level 5	Clerk Grade 4	724.05	742.15	768.10
	Control Room Security Officer			
	Cook (Qualified) Demi Chef			
	Food & Beverage Attendant Grade 4 (Asst Event Manager)			
Level 6	Cook (Qualified) Chef de Partie	746.15	764.80	791.55
	Team Leader, Security			
Level 7	Clerk Grade 5 (Payroll Assistant, Exhibitions Assistant)	805.00	825.10	853.95
	Design Assistant			
	Exhibition Floor Manager			
	Senior Technician (A/V) (formerly Convention Technician)			
Level 8	Production Supervisor (A/V)	834.95	855.80	885.75
	Senior Operator (A/V)			

Progression / Re-Classification

Progression through Levels One to Eight shall require formal application by the Employee and such progression shall be at the discretion of the Employer, subject to availability of positions at the higher Level, and the Employee having successfully completed the appropriate training modules and having achieved the level of competency required for appointment to the higher Level.

APPRENTICES

Employees engaged as apprentices shall be paid the following percentages of the Level 4 rate:

<u>Year of training</u>	<u>%</u>
First year	55%
Second year	65%
Third year	77.5%
Fourth year	87.5%

ADULT APPRENTICES

The minimum ordinary time weekly wage for an apprentice who has reached 21 years of age

shall be as follows:

<u>Year of training</u>	<u>Wage Level</u>
First year	Introductory
Second year	Level 1
Third year	Level 2
Fourth year	Level 3

JUNIORS

All non-apprenticed junior employees engaged for work for the Convention Centre shall be paid the following percentages of the appropriate rate prescribed by Schedule A of the Agreement:

	<u>%</u>
Under 17 years of age	50
17 years and under 18 years	60
18 years and over	100

Non-apprenticed junior employees shall receive the above percentages of the rates prescribed by Clause 9 - Overtime, for any overtime worked.

SCHEDULE B – CLASSIFICATION DEFINITIONS

A.1 Introductory level employee

A.1.1 General description

In respect of all classification streams, introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1.

Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1.

At the end of three months from entry, assuming that a minimum of 195 hours (an average of at least 15 hours per week) has been worked within this period, an employee will automatically move to level 1.

If at the completion of this period an employee is assessed as not having acquired the skills needed to perform competently at their current level, agreement shall be negotiated between the employee and the employer for an extension of the training period - up to a maximum of a further three months - and recorded in writing with the employee concerned.

An employee at this level performs routine duties only to the level of their training. Such an employee:

- a) Undertakes induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career opportunities, venue layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance;
- b) Is subject to a 'buddy' system of training during each competency learning phase.
- c) Performs routine duties essentially of a manual nature and to the level of their training;
- d) Exercises only minimal judgement during the training period.
- e) Works under direct supervision at all times.
- f) Develops knowledge of health and safety within the competency level.
- g) Continues to undertake training structured by the employer to enable work to be performed at a higher level.
- h) Is responsible for the quality of their own work;

A.1.2 Indicative duties

Indicative of the duties an employee may perform at this level are:

- a) General unskilled labouring duties;
- b) Performing basic recording functions related to work performed at this level;
- c) Providing assistance within the scope of this level to other employees as required;
- d) Undertaking structured training so as to enable advancement to Level 1.

A.2 Convention Centre Employee Level One

A.2.1 General description

Convention Centre Employee Level One shall mean an employee appointed as such, specifically trained to perform tasks within the position descriptions assigned to this level, who has completed at least three months training which will include successfully undertaking

accredited courses of study or on-the-job training in all of the relevant day-to-day operating processes so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Introductory level and to the level of their skills, competence and training.

An employee at this level performs work to the level of their training. Such an employee:

- a) Performs tasks under direct supervision or in accordance with strictly defined routines, methods and procedures.
- b) Is required to show minimal judgment and exercise limited discretion within their level of skills and training.
- c) Applies basic communication and interpersonal skills in dealing with customers and other workers.
- d) Requires basic health and safety knowledge.
- e) Generally performs a limited range of tasks of limited complexity and skill.
- f) Is trained in and applies basic customer service skills as required by the section/department.
- g) Performs routine functions requiring an understanding of clear procedures or guidelines and may require basic manual skills across work areas within the business.

A.2.2 Indicative duties

A Level One employee may be employed in one of the following positions and shall perform the duties as defined:

Building Attendant Grade 1 means an employee engaged in maintaining a high level of orderliness and cleanliness of all external areas. Tasks include

- a) operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- b) sweeping and mopping;
- c) rubbish collection;
- d) cleaning of glass, both internal and external;
- e) dusting of all hard surfaces;
- f) wiping and sweeping in and around stairwells, lift interiors / foyers, outdoor seating and table arrangements.
- g) maintenance of grounds, gardens, and facilities by undertaking such tasks as mowing, weeding, edging, fertilising, watering, rubbish collection and cleaning using appropriate equipment and including minor maintenance of such equipment/facilities,
- h) assist in the installation and maintenance of watering systems including automatic systems,
- i) apply pesticides, herbicides and fertilisers, under direction using manual techniques eg hand pump, backpack,
- j) assist Building Attendants of a higher grade,

Car Park Attendant has little or no prior experience in the car parking industry and is undertaking training provided by the employer. An employee at this level exercises minimal judgment and has been employed in the industry for a period of less than six months.

Cleaner Grade 1 performs those tasks customarily performed by cleaners under the direct supervision of others, utilising a range of materials and equipment, to clean a range of

surfaces in order to restore or maintain buildings in a clean and hygienic condition. Typical tasks may include:

- a) spot cleaning of carpets and soft furnishings;
- b) operating hand held powered equipment such as blowers, vacuum cleaners and polishers;
- c) sweeping and mopping;
- d) toilet cleaning
- e) rubbish collection;
- f) telephone cleaning and germ proofing;
- g) cleaning of glass, both internal and external;
- h) dusting of all hard surfaces;
- i) routinely maintaining indoor greenery (shrubs and plants);
- j) sanitary disposal processing; and
- k) wiping and sweeping under and around seats and table tops.

House Attendant grade 1 means an employee who has the appropriate level of training and is engaged in the manual handling and movement of all equipment involved with the set up, build and breakdown of events, including

- a) general assistance to attendants of a higher grade not requiring knowledge of complex movements
- b) cleaning and tidying of associated areas.

but excluding complex movements such as operable walls and hydraulic seating

Kitchen Attendant Grade 1 means an employee engaged in any of the following:

- a) assisting employees who are cooking;
- b) assembling and preparing ingredients for cooking;
- c) general cleaning duties within a kitchen or food preparation area and scullery, including general utensils, rinsing dishes, loading and unloading dishwashers, floors and environmentally responsible garbage disposal / recycling,
- d) general pantry duties, including storing clean dishes in respective storage locations,
- e) moving crockery and cutlery to required storage or service locations
- f) assisting in server areas

Uniform Store Attendant Grade 1 means an employee who performs any of the following:

- a) preparation of clean uniforms for staff coming on duty
- b) count uniform stock ready for collection by dry cleaner, reconcile stock received and return to appropriate storage area
- c) unpack and store linen
- d) ensuring storage areas are maintained in a tidy and safe condition.
- e) other routine tasks requiring basic procedural knowledge

A.3 Convention Centre Employee Level Two

A.3.1 General description

An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Grade One and to the level of their skills, competence and training.

Such an employee will possess the following skills and may be required to perform the following duties:

- a) Performs tasks under general supervision, either individually or in a team environment,
- b) Exercises limited discretion within defined procedures.
- c) Performs work which is subject to final checking and, as required, progress checking.
- d) Is responsible for the quality of their own work, subject to routine supervision.
- e) Is trained in and applies basic quality/service requirements relating to own work and may be required to give general inquiry assistance to the customer.
- f) Applies good interpersonal and communication skills in dealing with customers and other workers.
- g) Has a good working knowledge of health and safety at this level.
- h) May assist in on-the-job training of employees of a lower level.
- i) May require basic technical skills to perform the work.
- j) A person not qualified in any trade, engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling of exhibition stands.

A.3.2 Indicative duties

A Level Two employee may be employed in one of the following positions and shall perform the duties as defined:

Building Attendant Grade 2 may be required to perform any duties of a Building Attendant Grade 1 and, in addition, performs any of the following indicative tasks or a combination of such tasks, for the greater part of each day or shift:

- a) routine repair work and/or building maintenance (of a non-trade nature) in or about the facility;
- b) customer or public relations duties as required;
- c) cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices;
- d) operating ride-on powered machinery;
- e) operating steam cleaning and pressure washing equipment;
- f) maintaining gardens, lawns and rockeries;
- g) trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs and trimming hedges;
- h) minor pruning/cutting or similar garden functions,
- i) install watering systems,
- j) basic tractor operations including grounds functions of watering, mowing, raking or similar.

- k) uses, and performs routine maintenance on, gardening tools and equipment
- l) vehicular rubbish collection and operating mobile compaction units

Cleaner Grade 2 means an employee who, at the completion of up to 6 months training is competent to perform all of the duties of a Cleaner Grade 1, under general supervision, and may also engaged in:

- a) operating ride-on powered machinery;
- b) customer or public relations duties as required;
- c) assisting in the provision of on-the job training to other cleaners.

Clerk Grade 1 may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Indicative typical duties and skills at this level may include:

- a) Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- b) Maintenance of basic records.
- c) Filing, collating, photocopying, etc.
- d) Handling or distributing mail including messenger service.
- e) Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- f) The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Grade 2.

Customer Relations Officer Grade 1 means an employee undertaking up to six months training in the efficient running of the Customer Relations desks: including

- a) Front line customer service,
- b) Maintenance of information board signage,
- c) Switchboard operations,
- d) General ushering duties,
- e) Tours of the Centre and
- f) Coordination of the outward postage system

Food & Beverage Attendant Grade 1 means an employee with the appropriate level of training who is engaged in any of the following:

- a) Undertaking general waiting duties of both food and/or beverage, including cleaning of tables and confidently carrying 3 plates (hot and cold)
- b) Setting and/or clearing tables;
- c) Working under supervision to supply, dispense or mix liquor;
- d) Assisting in the beverage cellar;
- e) Receipt of monies and/or assisting at a snack bar, public catering outlet or coffee cart

Kitchen Attendant Grade 2 means an employee who has the appropriate level of training and who is engaged in specialised cleaning/stewarding using large commercial industrial dishwashing machinery and non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.

Set Crew Attendant means an employee who is trained and competent to a level whereby they are able to: Preparing and setting tables for events to a prescribed standard, including cleaning, polishing and setting crockery, glassware, cutlery, linen and accompaniments.

- a) Assist with on-the-job training of team members where applicable.
- b) Provide feedback to senior staff on any issues.

Technical Assistant means an employee who

- a) Requires a high level of direct or routine supervision
- b) Has rudimentary understanding of AV equipment functionality and cabling systems
- c) Can undertake tasks of a non-technical nature within the AV field

Uniform Store Attendant Grade 2 means an employee who performs any of the following:

- a) preparation of clean uniforms for staff coming on duty
- b) count uniform stock ready for collection by dry cleaner, reconcile stock received and return to appropriate storage area
- c) unpack and store linen
- d) uniform fittings of new staff
- e) repairs to linen and/or clothing such as buttons, zips, seams and working with flat materials
- f) ensuring storage areas are maintained in a tidy and safe condition
- g) other allocated tasks requiring a good working knowledge of Uniform Store procedures

A.4 Convention Centre Employee Level Two (A)

A.4.1 General description

An employee at this level is an employee who, in addition to completing the appropriate level of training for Level 2, is also competent in all venue-specific bar and outlet catering procedures and service standards

An employee at this level performs work above and beyond the skills of an employee at Grade One and to the level of their skills, competence and training.

A.4.2 Indicative duties

Food & Beverage Attendant Grade 2 means an employee who, in addition to the tasks performed by a Food and Beverage Attendant Grade 1, is engaged in any of the following

- a) Operating bars, including cleaning post-mix and beer lines, tapping and changing kegs and gas cylinders
- b) Operating a snack bar, public catering outlet or coffee cart; involving cash handling and till reconciliation;
- c) Trained barista duties,
- d) Restaurant / bistro service including taking reservations, greeting and seating guests and a la carte table service;

- e) Outside catering / delivery duties.

A.5 Convention Centre Employee Level Three

A.5.1 General description

An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a Grade 2 employee to the level of their skills, competence and training.

Such an employee will possess the following skills and may be required to perform the following duties:

- a) Works from complex instructions and procedures.
- b) Assists in the provision of on-the-job training.
- c) Can perform a greater variety of tasks competently in accordance with the established procedures within their work classification.
- d) Can provide assistance for problem solving and work direction.
- e) Is trained in and can apply a higher level of quality control and customer service.
- f) Performs work which is the subject of final checking only.
- g) Has good health and safety knowledge.
- h) Works individually under general supervision while having the ability to co-ordinate work within a small team environment.
- i) Communicates effectively with other workers in their work section.

A.5.2 Indicative duties

A Level Three employee may be employed in one of the following positions and shall perform the duties as defined:

Building Attendant Grade 3 will have completed a course in asset maintenance or horticulture at a recognised training institution and performs work above and beyond the skills of an employee at Level 2 and to the level of their skills, competence and training. Typical Tasks include:

- a) Ensuring that proper maintenance procedures for building plant and equipment are observed;
- b) Arranging service calls to ensure that building plant is operating correctly;
- c) Dealing with tenants with respect to the proper cleaning, servicing and functioning of building;
- d) Co-ordinating the work with leading hands of all building cleaners;
- e) Handling routine health and safety matters
- f) Being directly involved in the provision of on-the-job training
- g) Simple layering, grafting, propagation or similar,
- h) Installation and maintenance of a wide range of watering systems,
- i) Identification of common pests and diseases and appropriate control,
- j) Co-ordinate grounds equipment maintenance and assist in its purchase,
- k) Formulate, prepare and apply herbicides and pesticides,

- l) Selecting, establishing and maintaining simple gardens,
- m) Apply appropriate pesticides, weedicide or speciality fertilisers,
- n) Advanced tractor operations requiring the set up and calibration of a broad range of implements to undertake more complex grounds functions,
- o) Prepare, formulate and pasteurise soil mixes,
- p) Collection of seed and cuttings by species,
- q) Determine best conditions for cultivation of a specific collection of plants, compose soil mixes and maintain collection.

Car Park Cashier means an employee who, at the completion of up to 6 months training as a Car Park Attendant, is engaged in any of the following

- a) Cashier functions;
- b) Basic keyboard operations;
- c) Dealing with customer enquiries to the extent of their skill and training;
- d) Observing basic occupational health and safety;
- e) Routine security/patrol;
- f) Opening and closing a multilevel car park;
- g) Ticket machine loading and emptying;
- h) Directing traffic; and
- i) Cleaning work of any description, including the use of ride on powered cleaning and sweeping machines.

Cleaner Grade 3 may be required to perform any duties of a Cleaner Grade 2 and, in addition, performs any of the following indicative tasks or a combination of such tasks, for the greater part of each day or shift:

- a) routine repair work and/or building maintenance, of a non-trade nature, in or about the facility;
- b) ordering and distribution of toilet and other requisites and cleaning materials;
- c) whole-room carpet cleaning using specialised machinery;
- d) operating ride-on powered machinery;
- e) operating steam cleaning and pressure washing equipment;
- f) specialist computer cleaning.

Clerk Grade 2 means employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required, progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Indicative typical duties and skills at this level may include:

- a) Telephone duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- b) Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, Dictaphone equipment and typewriter.
- c) The use of a word processing software to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- d) Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- e) Copy typing and audio typing.
- f) Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance;
 - incoming/outgoing cheques;
 - invoices;
 - debit/credit items;
 - payroll data;
 - petty cash imprest system; and
 - letters etc.
- g) Computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records;
 - spreadsheet/worksheet;
 - graphics;
 - accounting/payroll file; and
 - following standard procedures and using existing models/fields of information.
- h) Arrange routine travel bookings and itineraries, make appointments.
- i) Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

Customer Relations Officer Grade 2 means an employee who has the appropriate level of training and is engaged in the efficient running of the Customer Relations desks: including

- a) front line customer service, including local tourism advice to visitors to the city / state,
- b) maintenance of information board signage,
- c) switchboard operations,
- d) general ushering duties,
- e) tours of the Centre and
- f) coordination of the outward postage system

House Attendant grade 2 means an employee who has the appropriate level of training and is engaged in the manual handling and movement of all equipment involved with the set up, build and breakdown of events, including.

- a) Coordinating the raising and lowering of the hydraulic tiered seating
- b) Licensed Forklift operation
- c) Movement and storage of Elevated Work Platform equipment
- d) Directing operable wall movements
- e) Outside catering deliveries, including driving duties and maintaining Food Safety System requirements (eg ISO 2200).

Inventory Controller means an employee who sources, orders, stores, stocks and documents the usage of food, beverage, stationary and other consumables. Duties include Point of Sale (POS) system administration, sourcing local product, stock control, maintaining the physical security of stock, cost reduction and waste minimisation.

Kitchen Attendant Grade 3 means an employee who in addition to the tasks performed by a Kitchen Attendant grade 2 is engaged in any of the following:

- a) Team leader duties: assisting in the training and supervision of kitchen attendants of a lower grade;
- b) a non-trade qualified employee, who has the appropriate level of training and performs cooking duties including baking, pastry cooking or butchering

Set Crew Attendant Grade 3 means an employee who in addition to the tasks performed by a Grade 2 employee is engaged in:

- a) Team leader duties: assisting in the training and supervision of set crew attendants of a lower grade;
- b) Assisting with the preparation of staff rosters and the authorisation of their timesheets
- c) Looking after their own sets.
- d) Liaising with Planner in relation to sets
- e) Working unsupervised

Uniform Store Attendant grade 3 means an employee who performs any of the following:

- a) all of the duties performed by a Uniform Store Attendant at grade 2 and is
- b) allocated responsibility for supervising Uniform Store employees of a lower grade;

A.6 Convention Centre Employee Level Four

A.6.1 General description

An employee at this level is an employee who has completed appropriate training or has acquired equivalent competency so as to perform work within the scope of this level. Work performed at this level will be trade level or equivalent.

Such an employee will possess the following skills and may be required to perform the following duties:

- a) Is able to exercise the skills and knowledge of a cookery or engineering trade, so as to enable the employee to perform work within the scope of this level, or possesses the skills, experience, knowledge, responsibility, expertise and competency to perform work at the trade level.
- b) Understands and applies quality control techniques.
- c) Exercises good interpersonal and communications skills and utilises these skills appropriately in dealing with other workers.

- d) Exercises discretion within the scope of this classification level.
- e) Performs work under limited supervision either individually or in a team environment.
- f) Performs work that 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.
- g) Works from complex instructions and procedures and has a thorough understanding of the employer's internal policies and procedures relating to their department.
- h) Is able to provide training for other employees within their specific area of responsibility for skill development.
- i) Is able to co-ordinate work in a team environment or work individually under general supervision.
- j) Is accountable for their own work at trade level or equivalent.
- k) Has a thorough knowledge of the health and safety procedures relating to work within their department.
- l) Performs lower level tasks incidental to their work or which facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- m) Has worked or studied in a relevant field for a significant time to ensure competence to undertake and advise on a full range of normal requirements for the work and has the ability to perform a variety of activities involving special or unusual features of the work.

A.6.2 Indicative duties

A Level four employee may be employed in one of the following positions and shall perform the duties as defined:

Building Attendant Grade 4

- a) has the responsibility for coordinating, training and supervising Building Attendants of a lower grade, or
- b) has completed a satisfactory period of apprenticeship, possesses a recognised engineering or horticulture trade qualification and has the skills, knowledge and experience to perform work within the scope of this level.

Car Park Supervisor is an employee with extensive experience, who is able to perform all of the skills/tasks of a Car Park Cashier and is responsible for supervising employees at a particular location(s) and for assisting in the provision of training to other Car Park staff.

Clerk Grade 3

- c) Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.
- d) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- e) * Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either:
 - create new files and records;
 - maintain computer based records management systems;

- identify and extract information from internal and external sources; or
 - use of advanced word processing/keyboard functions.
- f) Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- g) Application of specialist terminology/processes in professional offices.

* Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

Cook (tradesperson) means a Commis Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in cooking, baking, pastry cooking or butchering duties.

Food & Beverage Attendant Grade 3 means an employee who, in addition to the tasks performed by a Food & Beverage Attendant Grade 2, is engaged in any of the following:

- a) Team leader duties: assisting in the training and supervision of food and beverage attendants of a lower grade;
- b) Mixing a range of sophisticated drinks;
- c) Stock control for a bar or series of bars.
- d) Outside catering, running small meeting packages.
- e) Working unsupervised

General Security Officer

- a) internal building and external patrols for areas surrounding buildings, including car parks, ensuring all relevant doors and areas are deemed safe and secure.
- b) Security on loading docks, ensuring HACCP regulations and inventory/delivery recording procedures are adhered to when receiving goods.
- c) Undertake random bag and locker checks of all staff.
- d) Issue, receive, escort and audit the storage and movement of cash floats.
- e) Ensure compliance of patrons and clients to the Liquor Licensing Act and Regulations in the Capacity of a "Crowd Controller".
- f) Assist and support the Control Room Security Officers including temporarily monitoring the Access Control and CCTV systems during their allocated breaks.
- g) Assume the role of Chief Warden and Senior First Aid Officer when required.
- h) Maintain knowledge of Security Operations Manuals and Adelaide Convention Centre policies at all times.
- i) Recording of data and reporting relevant information pertaining to security compliance, policy and procedures.

Technician (A/V) means an employee who

- a) Is responsible for assuring the quality of their own AV work, subject to general supervision
- b) Capable of setting up & operating basic AV equipment associated with generic conferencing & seminar activities
- c) Possesses average level IT for AV knowledge as relevant to AV Industry
- d) Can undertake low level fault finding activities

- e) Has a good understanding of Entertainment based rigging activities requiring supervision but no formal licensing
- f) Low to medium level interaction with clients and general public

A.7 Convention Centre Employee Level Five

A.7.1 General description

An employee at this level is an employee who in addition to being a technician, tradesperson or equivalent is able to exercise the skills and knowledge of that trade and /or is required to supervise staff and/or generally supervise projects, including basic administration.

An employee at this level:

- a) works above and beyond the skills of an employee at Level 4 and to the level of their training;
- b) performs work under minimal supervision either individually or in a team environment;
- c) coordinates and schedules approved work in a team environment;
- d) exercises good interpersonal communication skills;
- e) exercises discretion within the scope of this grade;
- f) possesses and uses a trade qualification in the course of their duties;
- g) has a sound knowledge of the employer's operation as it relates to the production process;
- h) undertakes lower level tasks as required without loss of pay.

A.7.2 Indicative duties

Cleaning Supervisor is an employee who performs work above and beyond the skills of an employee at Grade 2, notwithstanding the fact that a Cleaning Supervisor may be required to perform any duties of a Cleaner Grade 1 or 2. Typical Tasks include:

- a) Team leader duties: assisting in the training and supervision of cleaners of a lower grade;
- b) Ensuring that proper maintenance procedures for plant and equipment are observed;
- c) Arranging service calls to ensure that cleaning plant is operating correctly;
- d) Dealing with tenants and owners responsible with respect to the proper cleaning, servicing and functioning of the building;
- e) Assisting the Cleaning Manager in co-ordinating the work of other cleaners;
- f) Handling routine personnel, industrial relations and health and safety matters; and
- g) Being directly involved in the provision of on-the-job training

Clerk Grade 4 will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

Indicative typical duties and skills at this level may include:

- a) Secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions.
- b) Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.
- c) Advising on/providing information on one or more of the following:
 - employment conditions;
 - workers compensation procedures and regulations; and
 - superannuation entitlements, procedures and regulations.
- d) *Applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either:
 - creating new files and records;
 - maintaining computer based management systems;
 - identifying and extract information from internal and external sources; or
 - using of advanced word processing/keyboard functions.

* Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular level.

Control Room Security Officer means a person who is responsible for

- a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location;
- b) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system, including operating computer programs which have the ability to lock/unlock doors, program access cards, audit door access by individual as well as recording time and date of access; and
- c) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system within a central station.

Cook (tradesperson) meaning a Demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

Food and Beverage attendant grade 4 means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff in the Restaurant / Bistro, or of Team Leaders and Food and Beverage attendants of a lower grade within the Event Floor Services Department.

House Supervisor is an employee who is able to perform all of the skills/tasks of a House Attendant Grade 2 and is responsible for supervising and assisting in the provision of training to other employees of a lower grade.

Team Leader, Building Attendants is an employee who performs work above and beyond the skills of an employee at Grade 2, notwithstanding the fact that they may also be required to perform any duties of a Building Attendant Grade 1 or 2. Typical Tasks include:

- a) Team leader duties: assisting in the training and supervision of building attendants of a lower grade;
- b) Ensuring that proper maintenance procedures for plant and equipment are observed;
- c) Arranging service calls to ensure that cleaning plant is operating correctly;
- d) Dealing with the stakeholders responsible with respect to the proper cleaning, servicing and functioning of the building;
- e) Assisting the Supervisor and Building Engineering Manager in co-ordinating the work of other building attendants;
- f) Handling routine personnel, employee relations and health and safety matters; and
- g) Being directly involved in the provision of on-the-job training

A.8 Convention Centre Employee Level Six

A.8.1 General description

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but are not essential.

A.8.2 Indicative duties

A Level six employee may be employed in one of the following positions and shall perform the duties as defined:

Cook (tradesperson) meaning a Chef De Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

- a) general and specialised duties including supervision or training of other kitchen staff;
- b) ordering and stock control; and
- c) supervising other cooks and other kitchen employees in a single kitchen establishment.

Team Leader, Security means an employee who works to the level of their skills, competence and training and co-ordinates the work of other Security Officers up to

Convention Centre Employee Level 5, working in a team environment within a central station. They are required to exercises high level communications/interpersonal skills;

A.9 Convention Centre Employee Level Seven

A.9.1 General description

An employee at this level is an employee who possesses qualifications or experience such as advanced engineering or technical skills or post trade or diploma level or who undertakes duties of a more advanced or complex level.

A.9.2 Indicative duties

A Level seven employee may be employed in the following position and shall perform the duties as defined:

Clerk / Administrative Assistant Grade 5 all administrative tasks up to and including Grade 4:

- a) Application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- b) Provide reports for management in any or all of the following areas:
 - account/financial;
 - staffing;
 - legislative requirements; and
 - other specialist company event or client based activities.
- c) Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.
- d) Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.

Design Assistant

- a) creating or producing original design roughs or finished artwork from employer or clients' instructions, either manually or by computer;
- b) undertaking complex art and design to their level of training and accredited skill.
- c) applying knowledge of desk-top publishing to integrate complex documents;
- d) evaluating usefulness or applicability of software programs (using existing software programs) and recommending solutions to meet new or different application requirements;
- e) exercising intermediate Computer-aided Design and Computer-aided manufacturing (CAD/CAM) skills in the performance of routine modifications to programs;
- f) liaising and advising internal customers and employees outside the work team;

Exhibition Floor Manager

- a) Managing floor operations during the move in & out of exhibitions.
- b) Oversees and administers all OH&S and build matters relating to exhibitions.
- c) Works with other staff to ensure seamless delivery/ collection of all exhibition related goods
- d) Company representative for day-to-day matters, including processing on-site orders and on the spot problem solving.

Senior Technician (A/V)

- a) Can undertake complex AV work supervised or unsupervised with a specialist ability in one or more genres.
- b) Capable of operating medium complexity equipment associated with generic conferencing activities and special events / seminars requiring a medium level of skill and ability
- c) Has a high level understanding of Entertainment based rigging activities not requiring formal licensing or supervision
- d) Can undertake medium level fault finding activities
- e) If required, can train staff on the job in basic set up and operation of AV equipment
- f) Can set up and operate Centre Speaker Support Services requiring medium level IT for AV ability, subject to supervision
- g) Front line interaction with clients, general public & performers

A.10 Convention Centre Employee Level Eight

A.10.1 General description

An employee at this level is an employee who possesses qualifications or experience such as advanced engineering or technical skills or post trade or diploma level or who undertakes duties of a more advanced or complex level.

An employee at this level:

- a) has advanced supervisory skills which enables sole supervision of one or more segments or outlets within a division of the organisation
- b) has well developed communication and analytical skills
- c) plans training and establishment development in conformity with Employer guidelines
- d) advanced skills which require the use of post-trade qualifications
- e) extensive experience and knowledge in the area of operation in which they work
- f) is accountable and responsible for workplace output
- g) understands the Centre's entire operation.

A.10.2 Indicative duties

A Level eight employee may be employed in one of the following positions and shall perform the duties as defined:

A.10.3 Production Supervisor & or / Senior Operator (A/V)

- a) Can undertake complex AV work unsupervised with specialist ability in one or more genres.
- b) Can design & or modify complex AV systems plans & schematics
- c) Consistently responsible for the set up and operation of highly complex AV systems
- d) Capable of supervising work groups undertaking complex events of either a conferencing or special event nature
- e) Where trained, holds Basic, Intermediate or Advanced Rigging License or an allied Trade License to AV Industry
- f) Can undertake complex fault finding activities

- g) Can set up, network and operate Centre Speaker Support services, assess and modify client media & undertake post production of recorded media requiring high level IT for AV abilities
- h) If required, can plan and deliver on the job training in medium to highly complex AV systems
- i) Can manage own learning
- j) Primary client contact on delivery of the Centre's AV product