

# **ADELAIDE VENUE MANAGEMENT CORPORATION/UNITED VOICE ENTERPRISE AGREEMENT 2016-2019**

**File No. 6717 of 2016**

**This Agreement shall come into force on and from 15 December 2016 and have a life extending for a period of thirty-six months therefrom.**

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

DATED 15 DECEMBER 2016.



\_\_\_\_\_  
COMMISSION MEMBER



**ADELAIDE VENUE MANAGEMENT  
CORPORATION / UNITED VOICE ENTERPRISE  
AGREEMENT 2016-2019**

## 1 TITLE

This Agreement will be known as the Adelaide Venue Management Corporation/United Voice Enterprise Agreement 2016-2019.

## 2 ARRANGEMENT

1	TITLE.....	2
2	ARRANGEMENT.....	2
3	PREAMBLE.....	3
4	PARTIES BOUND .....	3
5	APPLICATION.....	3
6	RELATIONSHIP TO AWARDS .....	4
7	AREA OF OPERATION.....	4
8	DATE AND PERIOD OF OPERATION .....	4
9	DEFINITIONS.....	4
10	CONSULTATIVE COMMITTEE.....	5
11	INTRODUCTION OF CHANGE .....	6
12	DISPUTE AVOIDANCE / SETTLING PROCEDURE .....	7
13	TYPES OF EMPLOYMENT .....	8
14	HOURS OF WORK.....	8
15	MEAL BREAKS .....	9
16	ROSTERS .....	10
17	DAYS OFF.....	11
18	CONVERSION OF EMPLOYMENT STATUS .....	11
19	PENALTY RATES & OVERTIME.....	11
20	HIGHER DUTIES.....	12
21	WAGES & PAY ARRANGEMENTS .....	12
22	SUPERANNUATION .....	13
23	PUBLIC HOLIDAYS.....	13
24	TERMINATION OF EMPLOYMENT .....	14
25	REDUNDANCY .....	15
26	RELATIONSHIP BETWEEN THE EMPLOYER AND UNITED VOICE.....	18
27	TRANSMISSION .....	20
28	TRAINING AND THE ACQUISITION OF ADDITIONAL SKILLS .....	21
29	PARENTAL LEAVE .....	21
30	ANNUAL LEAVE.....	22
31	PERSONAL / CARER'S LEAVE .....	23
32	COMPASSIONATE LEAVE .....	24
33	BLOOD DONORS LEAVE .....	24
34	DOMESTIC / FAMILY VIOLENCE LEAVE.....	25
35	LONG SERVICE LEAVE / RETENTION LEAVE.....	25

36	CLOTHING, TOOLS & PROTECTIVE EQUIPMENT .....	26
37	TRANSPORT .....	26
38	SECURITY ESCORTS TO AND FROM VEHICLES .....	26
39	SECURITY LICENCES.....	26
40	TRAINEESHIPS .....	27
41	AMENITIES .....	27
42	VEHICLE ALLOWANCE .....	27
43	EXTERNAL LABOUR HIRE.....	27
44	SIGNATURES .....	28
	SCHEDULE A – WAGES .....	30
	SCHEDULE B – CLASSIFICATION AND CAREER STRUCTURE.....	31

### 3 PREAMBLE

The parties to this Enterprise Agreement are the Adelaide Venue Management Corporation (AVM), United Voice and the Chief Executive of the Department of the Premier and Cabinet, as the declared employer, for the purposes of the *Fair Work Act 1994* (SA), in relation to the Adelaide Venue Management Corporation.

The Adelaide Venue Management Corporation (AVM) is a public corporation with a charter to provide leading convention and entertainment services through professional event and function management, and maintenance and further improvement of quality venues and customer service for the commercial, economic and social benefit of the people of South Australia.

This Enterprise Agreement provides for work arrangements which allow for total flexibility and interchangeability of employees across all venues and areas of AVM operations; including Functions, Front of House, Back of House, Car Parks, Merchandising, Concessions (including liquor outlets), Ticket Selling, Cleaning, Catering, Audio Visual, Crowd Control and Security.

The work arrangements, rates of pay and conditions contained in this Enterprise Agreement have been structured in accordance with the particular features of the AVM business and are the outcome of the Enterprise Bargaining process.

### 4 PARTIES BOUND

4.1 The parties to this Agreement are:

4.1.1 Adelaide Venue Management Corporation (AVM), the employer;

4.1.2 The employees employed by the employer, subject to clause 5 (employees);

4.1.3 United Voice SA Branch; and

4.1.4 The Chief Executive of the Department of Premier and Cabinet, as the declared employer for the purposes of the *Fair Work Act 1994* (SA).

4.2 It is the intention of the parties to this Agreement that if some other body corporate succeeds the AVM as the employer of staff, during the period of operation of this Agreement, that the succeeding body corporate shall also be bound by this Agreement.

### 5 APPLICATION

5.1 This Agreement applies to all employees engaged by AVM to perform duties that are set out in the classification structure under Schedule B – Classification and Career Structure in this Agreement.

- 5.2 The parties agree that salaried contract employees of the employer who perform duties as set out in Schedule B are covered by the terms and conditions of this Agreement.

## 6 RELATIONSHIP TO AWARDS

- 6.1 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the *SA Public Sector Cafes and Restaurants Adelaide Convention Centre Award* and the *Hotels – Adelaide Entertainments Corporation and Staff Employed under the Parliament (Joint Services) Act 1985 - Award*.
- 6.2 A clause in this Enterprise Agreement will prevail over any provision in either Award, to the extent of any inconsistency.

## 7 AREA OF OPERATION

- 7.1 This Agreement applies at the following locations:
- 7.1.1 Adelaide Convention Centre, North Terrace, Adelaide;
  - 7.1.2 Adelaide Entertainment Centre, Port Road, Hindmarsh;
  - 7.1.3 Coopers Stadium, Holden Street, Hindmarsh; and
  - 7.1.4 Any other venue or premises in which AVM employees covered by this Agreement are required to work.
- 7.2 This Agreement applies in the State of South Australia.

## 8 DATE AND PERIOD OF OPERATION

- 8.1 This Agreement will operate for a period of 3 years, commencing from the date of approval by the Industrial Relations Commission of South Australia (IRCSA).
- 8.2 Despite this term the Agreement will continue in force until superseded by a replacement Agreement
- 8.3 It is intended that upon its expiry this Agreement will be replaced with a further enterprise specific Agreement. The parties therefore agree that, under normal circumstances, the process for renegotiating this Agreement shall commence no later than 30 June 2019 with the aim of achieving a further Agreement before 31 December 2019.

## 9 DEFINITIONS

- 9.1 **Act** means the Fair Work Act 1994 (SA).
- 9.2 **Agreement** means the Adelaide Venue Management Corporation / United Voice Enterprise Agreement 2016-2019.
- 9.3 **Award** means the *SA Public Sector Cafes and Restaurants Adelaide Convention Centre Award* and/or the *Hotels – Adelaide Entertainments Corporation and Staff Employed under the Parliament (Joint Services) Act 1985 - Award*.
- 9.4 **AVM** means Adelaide Venue Management Corporation.
- 9.5 **Base rate of pay** means 1/38<sup>th</sup> of the weekly rate prescribed under Schedule A1 of this Agreement.
- 9.6 **Building Security Officer** means an employee engaged in maintaining a safe and secure environment, whilst preserving and protecting the assets of AVM venues - primarily through the coordination of security related systems and services throughout the venues and immediate environs. Typical duties includes Building Management System (BMS) operation, employee access card controls, building key allocation and return, CCTV monitoring and operation. Such staff are rostered at any time on any day, irrespective of whether events are scheduled to be held on that day. They may also be rostered periodically to perform event security duties without affecting their entitlements as a Building Security Officer under this Agreement.

- 9.7 **Employees** means those employees who are employed by the Adelaide Venue Management Corporation, who are a party to this Agreement.
- 9.8 **Event Security Personnel** means employees primarily engaged in ensuring compliance of patrons and clients to the Liquor Licensing Act and Regulations in the capacity of an approved "Crowd Controller", during events attended by the general public. Such employees would not normally be rostered on days when there are no events scheduled to be held.
- 9.9 **IRCSA** means Industrial Relations Commission of South Australia.
- 9.10 **Major Site** means any AVM-staffed venue having a minimum of 20 employees permanently located on site during normal business hours.
- 9.11 **Ordinary rate of pay** means the rate of pay payable to the employee, including any loadings, monetary allowances, overtime, penalty rates or any other separately identifiable amounts.
- 9.12 **Parties** means those set out in clause 4 of this Agreement.
- 9.13 **Salaried Contract Employee** means an employee contracted to receive a fixed annual salary in fortnightly instalments, as full compensation for all work performed.
- 9.14 **Short-duration function** means any function spanning no more than 3 hours from start to finish – for example but not limited to: annual general meeting, breakfast, cocktail function, morning / afternoon tea, or seminar.
- 9.15 **Union** means United Voice.

## 10 CONSULTATIVE COMMITTEE

- 10.1 The name of the Committee will be the Adelaide Venue Management Employees Consultative Committee.
- 10.2 The functions of the Committee include, but are not limited to:
- 10.2.1 Monitoring the implementation of the Agreement, including advising Management and employees on the establishment of priority activities, monitoring initiatives, policies and procedures consistent with this Agreement.
- 10.2.2 Providing a forum where the views of the employees can be represented.
- 10.3 The composition of the Committee will be;
- 10.3.1 *Employee Representatives;*  
A total of four (4) employee representatives from each of the major sites representing a cross-section of all work groups.
- 10.3.2 *Employer Representatives:*  
Employer representatives will not exceed the number of employee representatives and will be nominated by management.
- 10.3.3 A Union Official will have an ongoing invitation to attend meetings of the consultative committee and participate in discussions.
- 10.4 The Committee will be able to utilise external persons for advice and assistance.
- 10.5 The members of the Committee will elect a Chairperson from the Committee who will serve for twelve (12) months. The Chairperson will be an Employee Representative.
- 10.6 The Committee will meet not more than on a bi-monthly basis as called by the Chairperson. Attendance at committee meetings shall be regarded as paid time subject to a minimum of two (2) hours.
- 10.7 Agendas will be prepared by the Chairperson and circulated to all Committee members and posted upon notice boards at least five (5) working days before the meeting.

- 10.8 Minutes, which will include action lists and deadlines will be prepared by an employer representative, circulated to Committee members and posted upon notice-boards and employee break room(s) within 1 week following the meeting.
- 10.9 Recommendations arising out of consultative committee discussions can only be reached on a consensus basis.
- 10.10 A meeting shall not proceed unless a minimum of two (2) Employer Representatives and three (3) Employee Representatives (including the Chairperson or delegate) are in attendance at the scheduled time and location of the meeting.
- 10.11 The above provisions do not override the employer's obligations in respect of as outlined in Clause (Introduction of Change/Consultation).
- 10.12 The parties will work together to develop Terms of Reference for the operation of this committee.

## **11 INTRODUCTION OF CHANGE**

- 11.1 If the Employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision.
- 11.2 As soon as practicable the employer must discuss with the Union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- 11.3 For the purposes of the discussion the employer will provide the Union and relevant employees in writing:
  - 11.3.1 all relevant information about the change including the nature of the change proposed; and
  - 11.3.2 information about the expected effects of the change on the employees; and
  - 11.3.3 any other matters likely to affect the employees.
- 11.4 Where the Employer proposes to alter an employee's hours of work or change an employee's regular roster, the Employer must, in addition to any other obligations in this clause:
- 11.5 Provide the employee with information regarding the proposed change in writing in accordance with sub-clause 11.3;
  - 11.5.1 invite the employees and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - 11.5.2 to consider any views given by the employees about the impact of the change.
- 11.6 The employer must give prompt and genuine consideration to matters raised about the major change by the Union and relevant employees.
- 11.7 As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- 11.8 The Employer must act in good faith in relation to the consultation process provided in this clause.
- 11.9 If there is a dispute in relation to any provision in the Consultation clause, the dispute will be resolved in accordance with the Dispute Resolution clause in this Agreement.
- 11.10 While the dispute is being resolved in accordance with the Dispute Resolution clause, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another employee or employees.
- 11.11 In this clause:

- 11.11.1 'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 11.12 "A major change is likely to have a significant effect on employees" if it results in:
  - 11.12.1 the termination of the employment of employees; or
  - 11.12.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 11.12.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 11.12.4 the alteration of hours of work, including (but not limited to) alterations to an employee's regular roster or ordinary hours of; or
  - 11.12.5 the need to retrain employees; or
  - 11.12.6 the need to relocate employees to another workplace;
  - 11.12.7 the restructuring of jobs; or
  - 11.12.8 changes to the legal or operational structure of the employer or business; or
  - 11.12.9 the removal of any existing monetary or non-monetary benefit currently available to employees outside of this Agreement.

## **12 DISPUTE AVOIDANCE / SETTLING PROCEDURE**

- 12.1 In the event of a matter in dispute, or an employee having a grievance regarding any aspect of their employment with AVM, 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.
- 12.2 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.
- 12.3 If the procedures in 12.1 and 12.2 do not resolve the dispute, the employee and/or their representative may then refer the matter to the relevant Senior Management Team member and the General Manager Human Resources for resolution.
- 12.4 In the event that the matter remains unresolved after having followed all of the above steps, either party may refer the dispute to the Industrial Relations Commission of South Australia for resolution through conciliation and where necessary, by arbitration.
- 12.5 If arbitration is necessary, the IRCSA 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.
- 12.6 The decision of the IRCSA will bind the parties, subject to either party exercising a right of appeal against the decision.
- 12.7 Nothing in this procedure shall prevent United Voice or AVM from referring any industrial matter at any time for the attention of the Industrial Relations Commission of South Australia.
- 12.8 While these procedures are being followed in accordance with the Disputes and Grievance Procedure, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another Employee(s).
- 12.9 At any stage in this dispute resolution procedure, an employee may appoint a Union representative or another person to represent them for the purposes of this clause.



## **13 TYPES OF EMPLOYMENT**

### **13.1 Full-time employees**

- 13.1.1 A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### **13.2 Part-time employees**

- 13.2.1 A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week but no less than 15 ordinary hours per week.
- 13.2.2 Part-time employees must be paid a 30% loading in addition to the base rate for any hours worked. The part-time loading of 30% is paid in lieu of any other penalties, allowances and loadings. The 30% loading does apply for the purposes of calculating annual leave, redundancy and notice of termination.

### **13.3 Casual employees**

- 13.3.1 A casual employee is an employee engaged as such and must be paid a 50% loading in addition to the base rate for any hours worked. The casual loading of 50% is paid in lieu of any other penalties, allowances and loadings. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time and part-time employees.

## **14 HOURS OF WORK**

### **14.1 Full-time Employees**

- 14.1.1 The maximum number of ordinary hours to be worked by a full-time employee in any one week shall not exceed 38 hours per week, or 8 hours per day.
- 14.1.2 The ordinary hours of work must be subject to the following conditions:
- (a) A maximum of 8 hours per day, exclusive of unpaid meal break intervals.
  - (b) A maximum of 5 working days per week.
  - (c) No full-time employee will be rostered for a continuous working period of less than 3 hours per shift.
- 14.1.3 A full 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 base rate, prescribed by the attached Schedule A, for all hours worked on the subsequent shift, until a ten hour break is provided.

### **14.2 Part-time Employees**

- 14.2.1 For part-time employees the ordinary hours of work must be subject to the following conditions:
- (a) Within a minimum of 3 hours and a maximum of 11 hours per day, exclusive of unpaid meal break intervals.
  - (b) Training calls and attendance at meetings shall attract a minimum payment of 2 hours.
  - (c) A part-time employee who is required to work in excess of 11 hours in a 24 hour period shall be paid at double time (base rate + 100%), for all hours in excess of 11, exclusive of any paid 15 minute meal break.
  - (d) 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 at double time (base rate + 100%), for all hours worked on the subsequent shift, until a ten hour break is provided.

- (e) Where the total working time across two shifts in a 24 hour period is less than 11 hours, an employee may by mutual agreement work the second shift without receiving a ten hour break or the penalty referred to in (d) and in this circumstance no penalty shall apply.
- (f) 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.

### 14.3 Casual Employees

14.3.1 For casual employees, hours of work must be subject to the following conditions:

- (a) A casual employee, other than one engaged to work on a short-duration function (as defined), shall be engaged for a minimum of 3.5 hours on any day. A casual employee engaged on short-duration function work shall be engaged for a minimum period of 3 hours on any day.
- (b) Training calls and attendance at meetings shall attract a minimum payment of 2 hours.
- (c) A casual employee who is required to work in excess of 11 hours in a 24 hour period shall be paid at double time (base rate + 100%), for all hours worked in excess of 11, exclusive of any paid 15 minute meal break.
- (d) 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 time (base rate + 100%), for all hours worked on the subsequent shift, until a ten hour break is provided.
- (e) Where the total working time across two shifts in a 24 hour period is less than 11 hours, an employee may by mutual agreement work the second shift without receiving a ten hour break or the penalty referred to in (d) and in this circumstance no penalty shall apply.

### 14.4 Spread of hours

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

## 15 MEAL BREAKS

15.1 Each employee shall be granted meal breaks as follows:

Length of shifts	Entitlement to Breaks
Minimum engagement	No break
More than minimum engagement and up to six hours	No break, except in circumstances outlined in clause 15.2.
More than six and up to eight hours	30 minute unpaid meal break.
More than eight hours and up to eleven hours	30 minute unpaid meal break and one fifteen minute paid break.
More than eleven hours	30 minute unpaid meal break and two fifteen minute paid breaks (second break to be regarded as taken at 11 hours and overtime to commence after 11.25 hours).

15.2 For shifts more than minimum engagement and up to six hours, there is no break unless

15.2.1 it is specifically requested by the employee in accordance with clause 15.8, or

15.2.2 where the employer requests the employee to take a break, and

15.2.3 such break is to be no more than 30 minutes.

15.3 The employer will not request employees engaged in working a minimum shift to take an unpaid break.

- 15.4 By mutual agreement between an employee and the employer, a longer period of break may be taken, provided that such break is no longer than 60 minutes.
- 15.5 Where the employer requests the employee to have a break, and provided that employee has been rostered more than the minimum engagement, the break can commence no earlier than three hours work.
- 15.6 Where the employer has requested the employee to have an unpaid break and upon resumption from that break the employer does not require the employee to work for a further period equivalent to the length of that break, the employee shall receive payment for the difference between the amount of time worked subsequent to the break and the length of the unpaid break taken.
- 15.7 Any employee who does not receive a meal break as and when prescribed in accordance with this clause, shall be paid at double the base rate prescribed in Schedule A from the time when the meal break becomes due, until such time as it is given.
- 15.8 An employee may request in writing an unpaid meal break for a shift of six hours or less. The employer will not unreasonably refuse such a request. This written request will apply for all of the shifts undertaken by the employee of six hours or less. This arrangement may be reviewed at any time.
- 15.9 This clause shall not apply to Building 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.

## **16 ROSTERS**

- 16.1 All full-time and part-time employees must be notified at least 7 days in advance of their working shifts, by the posting of their roster.
- 16.2 Wherever possible, at least 7 days' notice will be given to such employees should any alteration to previously published rostered shifts need to be made.
- 16.3 If this period of notice is not possible, the roster may be varied by mutual agreement between the employee and supervisor at any time.
- 16.4 When setting or changing rosters of full-time and part-time employees AVM will take into consideration an employee's family responsibilities and personal circumstances.
- 16.4.1 Casual employees will be notified of a rostered shift by telephone, letter or electronic communication such as web-based application, email or SMS message or fax as soon as practicable but no less than 24 hours prior to the commencement of a shift.
- 16.4.2 In the event of unforeseen circumstances arising (such as illness of a rostered employee preventing that employee's attendance at work, or where the needs of the hirer or event require it) AVM may call in a replacement or additional staff at any time.
- 16.4.3 In the event of circumstances beyond AVM's control, an employee's shift may be cancelled up to 24 hours prior to its commencement, provided that AVM has taken all reasonable steps to notify the employee.
- 16.4.4 A shift may also be cancelled in circumstances beyond AVM's control with less than 24 hours' notice, provided the cancellation is notified in person in circumstances where the cancellation is made prior to the end of a shift being worked by an employee within the 24 hour period prior to the proposed shift, or by telephone, electronic communication such as web-based application, email or SMS message within the 24 hour period prior to the commencement of the proposed shift, in other circumstances.
- 16.4.5 The rostering of a casual employee for work does not require AVM to engage the employee for any part of the rostered period, provided that if an employee reports for work as rostered but is not engaged, that casual employee shall be entitled to an amount equivalent to 3.5 hours pay (3 hours pay if rostered for a short-duration function, 2 hours pay if rostered to attend training or a paid meeting).

- 16.4.6 Despite 16.4.5 above, no payment is due to an employee where AVM has notified the employee of a shift cancellation in accordance with 16.4.3 or 16.4.4 above.
- 16.4.7 Paragraph 16.4.5 shall not apply on occasions where the employee arrives for work after their specified rostered time.

## **17 DAYS OFF**

- 17.1 Full-time and part-time employees shall be allowed 2 days off per week. These 2 days off need not be consecutive for the purposes of this Agreement.
- 17.2 In accordance with clause 14 of this Agreement, the employee's day(s) off may be changed by mutual agreement between AVM and the employee. Where such agreement is not reached AVM may change the employee's day(s) off provided that 7 clear days' notice is given of the change.
- 17.3 AVM shall not change an employee's day(s) off if the change has the effect of avoiding payment for a public holiday.
- 17.4 When a public holiday falls on a full-time employee's day off (other than a Building Security Officer), the employee shall by mutual agreement with AVM, be paid by one of the following methods:
- 17.4.1 Payment of an additional day's wages equivalent to the ordinary number of hours worked on the same day of the previous week.
- 17.4.2 Addition of one day to the employee's annual leave entitlement.
- 17.4.3 Another day may be allowed off with pay to the employee within 14 days of the public holiday falling.

## **18 CONVERSION OF EMPLOYMENT STATUS**

- 18.1 AVM is committed to maximising opportunities for permanent employment.
- 18.2 Notwithstanding the provisions set out in Clauses 13 and 14 of this Agreement, any casual employee who 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, shall thereafter have the right to elect to have their employment converted to full-time or part-time employment as defined in Clause 13.
- 18.3 AVM shall give the employee notice in writing, within four weeks of attaining the provisions of Clause 18.2. The employee retains their right of election under this clause if the employer fails to comply with the clause.
- 18.4 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.
- 18.5 Any employee who qualifies to elect under Clause 18.2 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.
- 18.6 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.

## **19 PENALTY RATES & OVERTIME**

### **19.1 Penalty Rates - Saturday**

- 19.1.1 A full-time employee performing work in ordinary hours on a Saturday up to 1 pm, must be paid at the rate of time and a quarter (Base rate + 25%).

- 19.1.2 A full-time employee performing work in ordinary hours on a Saturday after 1 pm until midnight must be paid at the rate of time and a half (Base rate + 50%).

## **19.2 Penalty Rates - Sunday**

- 19.2.1 A full-time employee performing work in ordinary hours on a Sunday must be paid at the rate of double time (Base rate + 100%).

## **19.3 Penalty Rates – 6 pm to midnight (Monday to Friday)**

- 19.3.1 For any work performed in ordinary hours by a full time employee after 6.00 pm up to and including midnight Monday to Friday, an additional 10% penalty on the base rate shall be paid.

## **19.4 Penalty Rates – Midnight to 6 am (Monday to Friday)**

- 19.4.1 For work performed in ordinary hours by a full time employee after midnight and before 6.00 am Monday to Friday, an additional 30% penalty on the base rate shall be paid.

## **19.5 Overtime**

- 19.5.1 All time worked by a full time employee in excess of 38 ordinary hours per week, or 8 ordinary hours per day, or outside the spread of hours prescribed by sub-clause 14.4, must be paid for at the rate of time and a half (Base rate + 50%) for the first 3 hours and double time (Base rate + 100%) thereafter.
- 19.5.2 When any full-time or part-time 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 AVM.
- 19.5.3 In the event of a suitable meal not being available, AVM may pay a meal allowance of \$11.20 in lieu of the above on the next occasion such employee is paid.

## **19.6 Exclusions**

- 19.6.1 This clause shall not apply to full time Building Security Officers, who are paid the same loading applying to permanent part time employees, in accordance with Clause 13.2 of this Agreement.

## **20 HIGHER DUTIES**

- 20.1 An employee required to perform work for which a higher rate is fixed than that provided for their ordinary duties must if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.
- 20.2 In all other cases the employee must be paid the higher rate for the actual time worked.

## **21 WAGES & PAY ARRANGEMENTS**

### **21.1 Wages**

- 21.1.1 The hourly rates payable to employees covered by this Agreement are contained in Schedule A.
- 21.1.2 The Base hourly rates referred to in Schedule A.1 will increase by the same quantum as the increases awarded by the IRCSA through the State Wage Case to the relevant minimum base hourly wages contained in the Hotels – Adelaide Entertainments Corporation and Staff Employed Under The Parliament (Joint Services) Act 1985 Award (or its successor).
- 21.1.3 An equivalent increase shall also be applied to all non-Award classifications contained in Schedule A to this Agreement (ie Levels 7 & 8).
- 21.1.4 The Agreement will continue to apply increases in accordance with this Clause following the expiry of the Agreement, until such time as a new Agreement comes into operation or the Agreement is terminated.

## **21.2 Classification Level Relativities**

- 21.2.1 The Base hourly rates for Levels 1 to 6 provided for in Schedule A.1 are relative to the Levels 1 to 6 Adult Base rates of pay as provided for in the *Hotels – Adelaide Entertainments Corporation and Staff Employed Under The Parliament (Joint Services) Act 1985 – Award* or its successor, plus 3%.

## **21.3 Pay Arrangements**

- 21.3.1 Wages shall be paid weekly, by direct deposit into the employee's nominated financial institution.
- 21.3.2 AVM shall supply to each employee a detailed payslip each pay which shows a full record of:
- (a) Hours worked;
  - (b) The calculation of gross earnings including the hourly rate of pay;
  - (c) Employer superannuation contributions;
  - (d) Taxation instalments;
  - (e) Employee authorised deductions (if applicable);
  - (f) The amount of net pay, and
  - (g) Any other item as required by law to be included.
- 21.3.3 Notwithstanding sub-clause 21.3.2 AVM shall notify each employee of any change to the pay rate applying to their particular classification of employment.

## **21.4 Reconciliation for salaried and Part-time Employees**

- 21.4.1 The parties agree that no part-time employee employed in accordance with clause 13.2, or salaried employee covered by this Agreement, will receive remuneration that is less than what they would have received under the relevant Award or Agreement, based on the rates of pay set in Schedule A to this Agreement.
- 21.4.2 Upon receiving a request from such an employee, AVM will conduct a reconciliation to ensure that for the previous twelve (12) month period, or since the last reconciliation period, their remuneration was more than what they would have been entitled to under this Agreement.
- 21.4.3 At the conclusion of the reconciliation AVM will provide the employee with a written report detailing the outcome of the process.
- 21.4.4 If following the reconciliation it is determined that an employee (or former employee) received less than what they would have under the relevant Award then a back payment will be made to the relevant employee/s. Such a payment will be confirmed in writing and paid within 14 days of the conclusion of the reconciliation process.

## **22 SUPERANNUATION**

- 22.1 All employees shall be subject to the provisions of the Southern State Superannuation Act 2009 (SA) and any amendments thereof.

## **23 PUBLIC HOLIDAYS**

- 23.1 The following public holidays are acknowledged under this Agreement:-
- New Year's Day,
  - Australia Day,
  - March Public Holiday,
  - 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

- 23.2 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:
- 23.2.1 the nature of the employer's workplace (including its operational requirements) and the nature of the work performed by the employee;
- 23.2.2 the employee's personal circumstances, including family responsibilities;
- 23.2.3 whether the employee could reasonably expect that the employer might request work on the public holiday;
- 23.2.4 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;
- 23.2.5 the type of employment (e.g. full-time, part-time, casual);
- 23.2.6 the amount of notice in advance of the public holiday given by the employer when making the request;
- 23.2.7 the amount of notice in advance of the public holiday given by the employee in refusing the request;
- 23.2.8 any other relevant matter.
- 23.3 Employees required to work on public holidays will be entitled to be paid double the base rate prescribed by Schedule A (ie Base Rate + 100%), for all time worked on any such day or part day.

## 24 TERMINATION OF EMPLOYMENT

### 24.1 Notice of Termination by AVM

- 24.1.1 In order to terminate the employment of an employee, AVM shall give the employee the following notice:

<b><u>PERIOD OF CONTINUOUS SERVICE</u></b>	<b><u>PERIOD OF NOTICE</u></b>
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

- 24.1.2 In addition to the notice in sub-paragraph 24.1.1 above, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to an additional 1 week of notice.
- 24.1.3 Payment in lieu of the notice prescribed in sub-paragraph 24.1.1 and/or 24.1.2 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.
- 24.1.4 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.

- 24.1.5 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 employees, or employees engaged for a specific period of time or for a specific task or tasks.

## **24.2 Notice of Termination by Employee**

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

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

- 24.2.2 Where the employment of an employee is terminated in accordance with the notice prescribed above, AVM and the employee may by mutual agreement waive the whole or part of the period of notice.
- 24.2.3 Provided that nothing in this clause shall prevent an employee terminating their employment if such employee has been given notice of termination by AVM.
- 24.2.4 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.

## **24.3 Time off During Notice Period**

Where AVM 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 AVM.

## **24.4 Statement of Employment**

AVM 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.

## **24.5 Payment in Lieu**

If AVM 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.

## **25 REDUNDANCY**

"Redundancy" in this clause means the loss of employment due to AVM no longer requiring the job the employee has been doing to be performed by anyone.

### **25.1 Discussions before Termination(s)**

- 25.1.1 Where AVM has made a definite decision that it no longer wishes the job the employee(s) has been doing done by anyone and that decision may lead to termination of employment, AVM shall have discussions as soon as practicable with the employee(s) directly affected and with their nominated representative. Discussions shall cover, among other things, the reasons for the proposed termination(s), measures to avoid or minimise the termination(s), and measures to mitigate the adverse effects of any termination(s) on the employees concerned.
- 25.1.2 For the purposes of discussion, AVM shall as soon as practicable, provide in writing to the employee(s) concerned and their nominated representative all relevant information about the proposed termination(s) including the reasons for the proposed termination(s), the number of categories of employees likely to be affected, and the number of employees normally employed



and the period over which the termination(s) are likely to be carried out. Provided that AVM shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be against AVM's interests.

## **25.2 Notification to Relevant Authority**

Where a decision has been made to terminate the employment of 15 or more employees covered by this Agreement on account of redundancy, AVM 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.

## **25.3 Period of Notice of Termination on Redundancy**

- 25.3.1 If the services of an employee are to be terminated due to redundancy, such employee shall be given notice of termination as prescribed in clause 24.1 of this Agreement.
- 25.3.2 Provided that employees to whom notification of termination of service is to be given on account of the proposed introduction by AVM of automation or other like technological changes in the industry in relation to which AVM is engaged shall be given not less than 3 months' notice of termination.
- 25.3.3 Should AVM fail to give notice of termination as required in sub-clause 25.3.1 herein AVM 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 AVM for the purposes of calculating employee Long Service Leave entitlements.

## **25.4 Redundancy Pay**

- 25.4.1 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:

<b><u>PERIOD OF CONTINUOUS SERVICE</u></b>	<b><u>SEVERANCE PAY</u></b>
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

- 25.4.2 "Week's Pay" means the ordinary time rate of pay for the employee concerned.

## **25.5 Time Off During Notice Period**

- 25.5.1 During the period of notice of termination given by AVM, 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.
- 25.5.2 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 AVM, 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.

## **25.6 Alternative Employment**

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

## **25.7 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 AVM until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

## **25.8 Written Notice**

AVM 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:

- 25.8.1 The date and time of the proposed termination of the employee's employment.
- 25.8.2 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.
- 25.8.3 Advice as to the entitlement of the employee to assistance from AVM, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 25.8.4 Advice as to the entitlements of the employee should he/she terminate his/her employment during the period of notice.

## **25.9 Payment in Lieu Treated as Service**

If AVM makes payment in lieu for all or any of the period of notice prescribed by sub-clause 25.3 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 AVM for the purposes of calculating the employee Long Service Leave entitlements.

## **25.10 Transfer to Lower Paid Duties**

Where an employee whose job has become redundant accepts an offer to transfer to lower paid work, the employee shall be entitled to the same period of notice as if his/her employment had been terminated and AVM may at its option, make payment in lieu thereof, equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

## **25.11 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 AVM 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.

#### **25.12 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.

#### **25.13 Incapacity to Pay**

AVM may make application to the IRCSA for an order to have the general severance pay prescription varied on the basis of AVM's incapacity to pay.

### **26 RELATIONSHIP BETWEEN THE EMPLOYER AND UNITED VOICE**

26.1 AVM recognises and supports the role of United Voice and, in particular, in the representation of employees who voluntarily join the Union and who work at sites governed by this Agreement.

26.2 The employer will not dissuade or discourage any employees from joining, being represented by or participating in a Union.

26.3 The parties acknowledge the role Union delegates undertake in the workplace and that role will formally be recognised.

#### **26.4 Union Meetings and Representation**

AVM recognises the right of all employees to join a Union, to access meaningful Union representation, to participate collectively in workplace issues, and to collectively bargain through their Union.

26.4.1 Without limiting the role of officers, delegates or members of the Union, in assisting workers to take an active role in their workplace the employer will provide accredited United Voice representatives with reasonable access upon reasonable notice to AVM in order to meet with United Voice members and potential members to discuss issues relating to their employment.

#### **26.5 Union Delegates**

26.5.1 AVM acknowledges the important role Union Delegates undertake in the workplace and that role will be formally recognised by AVM for up to 10 elected delegates. The employer will treat delegates fairly and allow them to perform their role as Union delegate without any discrimination in their employment.

26.5.2 A duly elected or appointed Union Delegate shall upon notification to AVM be recognised as the accredited representative of United Voice.

26.5.3 Subject to prior approval by AVM, Union Delegates will be allowed a reasonable period of time without loss of pay during working hours to represent United Voice members.

26.5.4 A Union Delegate, on request, will be provided with reasonable access to office facilities (located outside of a restricted access area) to enable them to perform their duties as a Delegate.

26.5.5 In addition to the above, Union Delegates are entitled to take paid leave to undertake Union training or conduct legitimate Union business.

26.5.6 Leave under this clause is subject to the following:

(a) Unless or otherwise agreed, the cap on Delegate Leave and/or Member Training is 50 days (380 hours pooled across the workplace, each calendar year, non-cumulative).

(b) Requests for leave must be in writing and provided to the employer with at least 14 days' notice, unless otherwise agreed.

- (c) The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this sub-clause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- (e) Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the Union.

## **26.6 Inductions**

- 26.6.1 AVM agrees to provide United Voice Officials with access to all new employees, for 15 minutes during a paid shift, within the first 4 weeks of their commencement of employment with AVM. AVM will pay the employee for their time in attendance at this meeting.
- 26.6.2 AVM will notify the Union that the employee has started and of time when the employee will be available at the worksite for such discussion.
- 26.6.3 AVM will allow United Voice to attend any group induction sessions and where practicable will provide at least 7 days' notice to United Voice of any such sessions.
- 26.6.4 AVM upon an employee's commencement will provide the employee with an introductory pamphlet outlining the benefits of United Voice membership with an application form to join the Union at any of the above sessions.

## **26.7 Attendance at the worksite**

Properly accredited officials of United Voice have the right to enter AVM's worksites to observe the performance of the work and talk to United Voice members and potential members, subject to the following:

- 26.7.1 Such entry is made with the knowledge of a duly authorised representative of the employer. The name and position of such duly authorised representatives will be provided to United Voice
- 26.7.2 Reasonable notice is provided of such entry, ie at least 24 hours' notice.
- 26.7.3 Those discussions with members and potential members take place in the assembly room, employee break areas, in the location of work, or such other place agreed with by the duly authorised representative, provided that such discussions do not interrupt work.

## **26.8 Paid Time Meeting**

One official paid Union meeting for members of United Voice shall be provided each year, provided that the following conditions are observed:

- 26.8.1 At least 14 days prior notice shall be given to the employer of the holding of such a meeting,
- 26.8.2 The period of the meeting shall be for a maximum of two (2) hours,
- 26.8.3 Such meeting shall be held at an AVM venue. United Voice may invite AVM to attend the meeting and address employees.
- 26.8.4 Payment of wages shall be made for the duration of the meeting (calculated to the nearest quarter of an hour) only upon AVM receiving from United Voice satisfactory evidence of an employee's attendance at that meeting.

- 26.8.5 The minimum pay arrangements provided for in Clause 14 of this Agreement shall not apply to this clause.

#### **26.9 Notice Boards**

AVM shall permit an accredited Union Official or Delegate to post formal Union notices authorised by the Branch Secretary upon an appropriate notice board.

- 26.9.1 Provided that, such notices shall only contain information relevant to this Agreement and Union activity in connection with the Agreement.
- 26.9.2 Any notice deemed offensive by AVM may be removed.

#### **26.10 Posting Up of Agreement**

A copy of this Agreement shall be posted on a United Voice notice board situated in the Staff Amenities rooms of venues operated by AVM.

#### **26.11 Payroll Deductions**

The employer will facilitate the deduction of employee authorised payroll deductions of Union subscriptions and to remit them on a regular basis to the United Voice office. The employer will also provide the United Voice office with the BSB and bank account details of its employees, where an employee has provided written authority to the employer to do so using the standard AVM authorisation form.

### **27 TRANSMISSION**

#### **27.1 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 AVM (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 or law and "transmitted" has a corresponding meaning.

#### **27.2 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:

- 27.2.1 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
- 27.2.2 The provisions of sub-paragraphs under Clause 25 Redundancy, shall not apply in respect of the termination of the employee's employment with the transmittor.

#### **27.3 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 25 Redundancy shall not apply in respect of the termination of the employee's employment with the transmittor provided that:

- 27.3.1 The offer is made before the transmission of the business, undertaking, establishment or part thereof; and
- 27.3.2 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
- (c) The employee unreasonably refuses to accept the offer.

## **28 TRAINING AND THE ACQUISITION OF ADDITIONAL SKILLS**

- 28.1 The parties to this Agreement recognise that in order to increase efficiency, productivity and competitiveness of the business a commitment to training and skill development is required. Accordingly the parties commit themselves to:
- 28.1.1 developing a more highly skilled and flexible workforce;
  - 28.1.2 providing employees with career opportunities through appropriate training to acquire additional skills. In this regard the first priority for training shall be in relation to the requirement of AVM's operations;
  - 28.1.3 removing barriers to the utilisation of skills required in a manner consistent with the flexible nature of the AVM's operations and practicalities;
  - 28.1.4 developing procedures for the objective assessment of skills and training;
- 28.2 Employees are encouraged to undertake training to qualify for progression to higher skill levels.
- 28.3 Employee skills development training will be provided on the basis of AVM required skills development training and employee voluntary skills development training.
- 28.4 AVM required skills development training means skills development training that the company requires an employee to undertake as a requirement of their position. All costs associated with this skills development training, including wages, will be paid for by AVM.
- 28.5 Employee voluntary skills development training means skills development offered to the employee on a voluntary basis by AVM. All costs associated with voluntary skills development training (except wages) will be paid for by the company. No employee will suffer prejudice to their position for declining to undertake voluntary skills development training.
- 28.6 To ensure that commencing employees receive a thorough Induction, the AVM shall provide specific in-house Induction Training relating only to the specific needs of the AVM operations.
- 28.7 Comprehensive Induction Refresher Training in other areas of the AVM's operations will be offered to existing employees to promote and facilitate multi-skilling. Such refresher training, at no more than four (4) hours per session, will be offered no more than three (3) times per annum. It will be held in a formal training setting, will not constitute 'on the job training' and will be paid at the employee's ordinary rate of pay.
- 28.8 The following principles shall govern the content of the formal AVM Training program:
- 28.8.1 the current and future skill needs of the AVM.
  - 28.8.2 the size, structure and nature of the AVM's operations.
  - 28.8.3 the need to develop vocational skills relevant to the AVM's operations.
- 28.9 As part of this program, training of a general nature relating to the Hospitality Industry may be incorporated. Properly accredited internal and or external trainers shall be used.

## **29 PARENTAL LEAVE**

- 29.1 Employees covered by this Agreement are granted certain rights to Parental Leave provisions, as provided for under Schedule 5 – Minimum standard for parental leave under the Fair Work Act 1994 (SA).
- 29.2 AVM will, by administrative action, apply Parental Leave provisions in excess of those provided for under the Act, at least equal to those previously provided under the *Adelaide Convention*

### **30 ANNUAL LEAVE**

#### **30.1 Entitlement and Crediting of Leave**

- 30.1.1 Every employee other than a casual employee is entitled to 4 weeks paid annual leave for each completed year of service with the employer.
- 30.1.2 In addition to the entitlement specified in paragraph 30.1.1, 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.
- 30.1.3 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).
- 30.1.4 Accumulated annual leave will be credited to all eligible employees on a weekly basis and notification of total leave accrued included in pay slips.
- 30.1.5 Unused annual leave is cumulative and carries forward from year to year.
- 30.1.6 Annual Leave counts as service for all purposes.

#### **30.2 Taking of Leave**

- 30.2.1 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.
- 30.2.2 Employees can take annual leave at a time mutually agreed with employer, taking into account the operational requirements of the workplace. AVM 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.
- 30.2.3 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.

#### **30.3 Payment for Period of Leave**

- 30.3.1 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.
- 30.3.2 This clause shall not apply to salaried contract employees in receipt of a salary package that specifically incorporates payment in lieu of such allowances.

#### **30.4 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.

#### **30.5 Cashing-out of Accumulated Annual Leave**

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

- 30.5.1 The employee makes the election in writing and AVM authorises the election.

- 30.5.2 The employee retains an entitlement to at least 4 weeks of paid annual leave, immediately subsequent to any election to cash-out being enacted.
- 30.5.3 Payment is made at the employee's ordinary rate of pay, inclusive of leave loading.
- 30.5.4 The employee's annual leave entitlement is reduced by the quantum of the annual leave payment.
- 30.5.5 AVM will not unreasonably refuse such a request, but reserves the right to assess the individual merits of each application.

## **31 PERSONAL / CARER'S LEAVE**

### **31.1 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).

### **31.2 Personal Leave Entitlement**

- 31.2.1 Every full-time employee will have access to 10 days paid personal leave annually, to be used when they are absent due to:
  - (a) personal illness or injury (sick leave);
  - (b) a member of their immediate family or household, requiring their care or support due to personal illness, injury, or unexpected emergency (carer's leave).
- 31.2.2 Part-time employees can access the same paid personal leave entitlements as full time employees, on a pro-rata basis.
- 31.2.3 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.
- 31.2.4 Paid personal leave will be credited upon the completion of each week of service.
- 31.2.5 Paid personal leave is cumulative but will not be paid out on separation of employment.
- 31.2.6 Personal leave counts as service for all purposes.

### **31.3 Payment for Personal Leave**

- 31.3.1 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.
- 31.3.2 Employees are not entitled to take paid sick leave for any period during which they are entitled to worker's compensation payments.

### **31.4 Unpaid Carer's Leave**

- 31.4.1 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
- 31.4.2 Unpaid carer's leave may only be taken after the employee has exhausted their other paid personal or carer's leave entitlements (where applicable).

### **31.5 Accumulation of Personal (Sick) Leave entitlements**

- 31.5.1 Personal leave entitlements which are untaken at the completion of each year shall accumulate.



- 31.5.2 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.
- 31.5.3 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.

### **31.6 Evidence Required**

- 31.6.1 Up to a maximum of five (5) days of sick leave may be taken without a medical certificate, in any one year. However, if a medical certificate is not supplied in any of the following circumstances, then the period of unsupported absence will be regarded as unpaid sick leave, ie for:
- (a) any individual sick leave absence exceeding two days, or
  - (b) total uncertified absences exceeding five days in a twelve month period, or
  - (c) any sick leave absence that occurs on the rostered shift(s) immediately prior, or subsequent to a Public Holiday, Annual Leave, or other approved leave with pay,
  - (d) any sick leave absence occurring during the notice period being served by an employee, following the formal notification of their impending termination of employment due to resignation retirement, retrenchment, etc.
- 31.6.2 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.

### **31.7 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 AVM, having full regard to the individual circumstances.

## **32 COMPASSIONATE LEAVE**

- 32.1 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 2 days paid compassionate leave on each occasion.
- 32.2 In the event of the death of an employee's parent, spouse or child, the employee may access 3 days paid compassionate leave on each occasion.
- 32.3 In the event of extraordinary or unforeseen circumstances warranting special consideration, the CEO may approve up to an additional 2 days paid compassionate leave on each occasion.
- 32.4 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.
- 32.5 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.
- 32.6 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.

## **33 BLOOD DONORS LEAVE**

- 33.1 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.

- 33.2 Provided further that such employee shall arrange for his or her absence to be on a day suitable to AVM and be as close as possible to the beginning or ending of his or her ordinary working hours.
- 33.3 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 AVM.
- 33.4 Further, the employee shall notify AVM as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood.

### **34 DOMESTIC / FAMILY VIOLENCE LEAVE**

- 34.1 The employer recognises that employees sometimes face situations of domestic/family violence in their personal life that may affect their performance at work. The intention of this clause is therefore to encourage employees who experience such domestic/family violence to seek support and to provide access to assistance including paid time off work, where necessary.
- 34.2 Pursuant to Regulation 9(8) of the *Public Sector Regulations* 2010 (SA) the Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay, which provides permanent and temporary employees suffering from or escaping domestic/family violence access to special leave with pay, and the Domestic and Family Violence Guideline. The Determination and Guideline (or successors) applies to employees covered by this Agreement.
- 34.3 In addition to the entitlements under Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay, a casual employee who has been employed on a regular and systematic basis for a period of at least twelve (12) months, may be absent from work for a period of up to two days, as a result of experiencing domestic violence, and AVM will ensure that they are re-rostered for an equivalent number of additional hours at the earliest opportunity.

### **35 LONG SERVICE LEAVE / RETENTION LEAVE**

- 35.1 AVM recognises that casual employees who have maintained a long term employment relationship with the AVM should be rewarded by application of the following provisions:

#### **Long Service Leave Entitlements**

- 35.2 Employees who have completed 10 years of effective service with the Corporation are entitled to the following LSL entitlements:-
  - 35.2.1 13 weeks leave in respect of the first 10 years of effective service; and
  - 35.2.2 1.3 weeks leave in respect of each subsequent year of effective service.

#### **Skills and Experience Retention Leave (Retention Leave) Entitlements**

- 35.3 With effect from 1 August 2015, all employees who have completed 15 years of continuous effective service with AVM are entitled to an additional amount of leave (a skills and experience Retention Leave entitlement – Retention Leave) for each completed month of effective service.
- 35.4 For each month of effective service completed on or after 1 August 2015 an eligible employee will accrue  $\frac{1}{3}$  working days leave (ie 4 days per year).

#### **Effective / Continuous Service**

- 35.5 An employee's continuity of service will not be affected by a break of service brought about by AVM where the employee is re-employed or returns to work within three (3) months.
- 35.6 Where there is a period of more than three (3) months in which an employee has not completed a shift of work and the period of non-availability has been through certified illness or injury, or

approved leave of absence (eg parental leave without pay), continuity of service will not be affected.

- 35.7 Where an employee is not available for work with the AVM for a period in excess of three (3) months, without the permission of AVM, service for the purpose of this clause is deemed to be broken.
- 35.8 All other provisions of the South Australian Public Sector Determination governing effective service shall not be affected by this clause.

#### **Payment in Lieu**

- 35.9 Additional to the above provisions, AVM will provide:
- 35.9.1 Access to payment in lieu of Long Service Leave after 7 years of continuous service, and
- 35.9.2 Access to payment in lieu of Long Service Leave in respect of subsequent completed years of service beyond 7 years, at the completion of each subsequent year of service, and
- 35.9.3 Payment in lieu of Long Service Leave of up to 100% of the entitlement.
- 35.10 An eligible employee would be able to access payment of the entitlement at 7 years and such completed year at their request, or allow each subsequent completed year entitlement to accrue and be taken at their choice or upon cessation of their employment.
- 35.11 Such payment in lieu of Long Service Leave shall only occur at the request of the employee.
- 35.12 Employees seeking to convert Retention Leave to a monetary amount may only do so in accordance with the prevailing conditions outlined in Commissioner for Public Employment Determination 3.1 - Employment Conditions – Hours of Work, Overtime and Leave.

### **36 CLOTHING, TOOLS & PROTECTIVE EQUIPMENT**

- 36.1 If AVM requires an employee to wear a garment distinctive to the establishment, AVM shall provide, maintain and (if necessary) launder such garment, which shall remain the property of AVM.
- 36.2 Where in the assessment of a workplace task by AVM the wearing of waterproof or other protective equipment is considered necessary such protective equipment shall be supplied and shall remain the property of the employer. Such equipment is required to be returned at the end of the shift in which it is supplied and used. In making this assessment that personal protective equipment is required to perform a task, the employee must follow this direction and assessment and use the equipment as provided.
- 36.3 All tools, implements, and utensils required for the performance of work covered by this Agreement shall be supplied by AVM without cost to the employee, provided that all tools implements and utensils so provided shall at all times remain the property of AVM

### **37 TRANSPORT**

- 37.1 When an employee's usual means of transport is not available after ceasing work (as a result of abnormal circumstances instigated by the employer) AVM 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 AVM and employee.

### **38 SECURITY ESCORTS TO AND FROM VEHICLES**

- 38.1 Upon an employee's request, AVM at any time of the day or night will provide a security escort to and from the employee's vehicle. This service is only provided when the employee is working at an AVM venue and they are parked in an AVM-operated carpark.

### **39 SECURITY LICENCES**

- 39.1 Building Security Officers required to hold a 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 50% of the renewal cost per year.

39.2 To receive full 50% reimbursement, the employee must have been employed by AVM in the capacity of Building 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.

39.3 This clause does not apply to Event Security Personnel.

#### **40 TRAINEESHIPS**

40.1 The minimum wage payable to full-time, part-time or school based trainees will be as set out in Schedule 6 – Training Wage Arrangement, contained in the “SA Public Sector Cafes and Restaurants Adelaide Convention Centre Award” as varied.

40.2 The Trainee wage must be the basis for the calculation of overtime and penalty rates prescribed by the Agreement.

40.3 All other terms and conditions of the Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this Clause will apply.

#### **41 AMENITIES**

41.1 AVM shall provide employees with adequate accommodation for changing clothes, eating, washing and toilet facilities at any AVM venue.

#### **42 VEHICLE ALLOWANCE**

42.1 An employee who by agreement with AVM uses their motor vehicle on Corporation business shall be paid the appropriate allowance specified in Schedule 2 to the SA Public Sector Cafes and Restaurants Adelaide Convention Centre Award.

#### **43 EXTERNAL LABOUR HIRE**


43.1 AVM may utilise external labour hire agencies to provide contract labour to overcome short term skill shortages on the understanding it will not be used as a method to reduce existing levels of direct labour and/or additional employment opportunities for the Company's employees.

43.2 AVM will only utilise such labour hire agencies in circumstances where AVM staff do not meet the requirements set out in Schedule B or are unavailable to work and/or there are unplanned absences, and such absences are unable to be fulfilled by the Company's employees.

43.3 AVM will commit, during the life of this Agreement, to reduce the use of external labour hire.

43.4 AVM agrees to ensure that any contractor or external labourer will receive no less than the rates stipulated in Schedule A of this agreement for work performed as described in Schedule B.

44 SIGNATURES

  
\_\_\_\_\_  
REPRESENTATIVE:  
ADELAIDE VENUE MANAGEMENT  
CORPORATION PTY LTD

  
\_\_\_\_\_  
PRINT FULL NAME IN BLOCK LETTERS

  
\_\_\_\_\_  
AUTHORISATION TO SIGN

In the presence of:

  
\_\_\_\_\_  
WITNESS SIGNATURE

  
\_\_\_\_\_  
PRINT FULL NAME IN BLOCK LETTERS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
REPRESENTATIVE:  
UNITED VOICE SIGNATURE

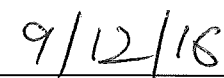
  
\_\_\_\_\_  
PRINT FULL NAME IN BLOCK LETTERS

  
\_\_\_\_\_  
AUTHORISATION TO SIGN

In the presence of:

  
\_\_\_\_\_  
WITNESS SIGNATURE

  
\_\_\_\_\_  
PRINT FULL NAME IN BLOCK LETTERS

  
\_\_\_\_\_  
DATE

Erma Ranieri

SIGNED FOR AND ON BEHALF OF THE  
CHIEF EXECUTIVE OF THE DEPARTMENT  
OF THE PREMIER AND CABINET (Declared  
Employer for the purposes of the *Fair Work Act*  
1994 (SA))

ERMA RANIERI

PRINT FULL NAME IN BLOCK LETTERS

\_\_\_\_\_  
AUTHORISATION TO SIGN

In the presence of:

Carolyn Dee Hall

WITNESS SIGNATURE

Carolyn Dee Hall

PRINT FULL NAME IN BLOCK LETTERS

9/12/16.

DATE

## SCHEDULE A – WAGES

### A.1 Adults - Minimum rates of pay

The minimum rates of pay for work in ordinary time payable to the following classes of employees from 1 November 2016, will be:

Classification Level	Per Week Total (Full-time 38 hr week Mon-Fri)	Base Rate Per Hour	Ordinary Part-time & Building Security Full-time Rate (incl. 30% loading)	Ordinary Casual Rate (50% loading).
1	\$726.25	\$19.11	\$24.85	\$28.67
2	\$757.67	\$19.94	\$25.92	\$29.91
3	\$780.95	\$20.55	\$26.72	\$30.83
4	\$823.18	\$21.66	\$28.16	\$32.49
5	\$875.81	\$23.05	\$29.96	\$34.57
6	\$899.60	\$23.67	\$30.78	\$35.51
7	\$933.44	\$24.56	\$31.93	\$36.85
8	\$968.16	\$25.48	\$33.12	\$38.22

It is the intention of the parties to this Agreement that a wage rate of 3% above the Award rate will be maintained. The rates of pay contained within the above table will be increased by the same quantum and at the same time as any increases in rates of pay occurring within *Hotels – Adelaide Entertainments Corporation and Staff Employed under the Parliament (Joint Services) Act 1985 - Award*.

### A.2 Apprentices

#### (a) Apprentices

The minimum weekly rates of wages for work in ordinary time must be the percentages set out hereunder of the rate for a level 4 employee.

First year of training	55%
Second year of training	65%
Third year of training	77.5%
Fourth year of training	87.5%

#### (b) Adult apprentices

The minimum ordinary time weekly wage for an apprentice who has reached 21 years of age shall be as follows:

First year of training	Level 1
Second year of training	Level 1
Third year of training	Level 2
Fourth year of training	Level 3

### A.3 Juniors

- A.3.1 Any employee under the age of 18 years is to be paid 60% of the adult rate for the appropriate level/classification of work being performed.

## **SCHEDULE B – CLASSIFICATION AND CAREER STRUCTURE**

### **B.1. WORK DUTIES COVERED BY THIS AGREEMENT**

B1.1 Employees can be required to undertake any or all of the work duties provided for in this clause.

B1.2 Work duties covered by the Agreement are as follows:

**CAR PARKS:** - selling tickets; cash handling; directing traffic and pedestrians; securing and patrolling the parking areas; gate keeping; cleaning; gardening; rubbish and waste removal and work incidental to the above.

**USHERING, CROWD CONTROL OR EVENT SECURITY:** - selling tickets; cash handling; ticket checking / taking / scanning; crowd control, event security work including body and bag searching; door keeping; ushering; pamphlet distribution and work incidental to the above.

**FIXED OR PORTABLE MERCHANDISING OR CONCESSIONS OUTLETS WITHIN OR EXTERNAL TO THE VENUES:** - selling products from the confectionery outlets, merchandise outlets, program selling stands and tray selling; cash handling; the receiving, storage and distribution of stock, including the handling of soft drink dispensing equipment and gas cylinders; the laying out and display of stock; stocktaking; washing and cleaning of equipment, utensils and serving points; rubbish and waste removal; securing doors and work points; stocktaking and work incidental to the above.

**FIXED OR PORTABLE FAST FOOD OUTLETS, KITCHENS AND FUNCTION ROOMS WITHIN OR EXTERNAL TO THE VENUES:** - the receiving, storage and distribution of stock; food preparation; cooking, plating, packaging, presentation and layout of food, including the delivery of food and drink to Corporate Suites or other function areas; selling food and drink; cash handling; collecting and washing dishes and cutlery; cleaning of kitchens and other food preparation areas, equipment, utensils, serving areas, rubbish and waste removal; stocktaking; the laying out of tables and chairs; securing doors and work points and duties incidental to the above.

**FIXED OR PORTABLE LIQUOR OUTLETS WITHIN OR EXTERNAL TO THE VENUES:** - the receiving, storage and distribution of stock including the tapping of kegs; the layout and display of stock for sale, the dispensing/selling of drinks; the preparation, heating, serving and selling of food; cash handling; the collection and washing of glasses, crockery, equipment and utensils; the cleaning of serving areas, tables, and outlets generally; rubbish and waste removal; securing doors and work points and duties incidental to the above.

**AUDIO VISUAL EQUIPMENT AND SYSTEMS:** - design/modify, set-up and operate AV equipment and systems associated with conferencing & seminar or event/function activities; fault finding; rigging; speaker support services requiring IT for AV; Camera Operates; interaction with clients and general public.

**OTHER DUTIES IN OR ABOUT THE AVM VENUES:** - receiving, storing and distribution of liquor; food and general stores; receiving and despatching merchandise; pulling out and pushing back seating platforms; driving fork lifts; laying out and storing chairs; seat numbering; internal and external cleaning out of the total facility, grounds and adjacent areas; repair and maintenance duties; erecting and dismantling AVM supplied staging facilities, erecting and dismantling sets, equipment or other facilities controlled by the hirer, when required to do so by the hirer; erecting and dismantling crush barriers and other crowd control facilities as required; upkeep of grounds, caring for turf, preparing the pitch and/or stadium for games; finance duties associated with processing accounts payable, receivable and/or the weekly payroll; counting and reconciling cash (including stadium treasury room duties), pest control; non-event related



building security and asset protection duties; the attending to building emergencies and first aid duties, and work incidental to the above.

## **B.2. PAY LEVEL DEFINITIONS**

### **B.2.1 Statement of skill levels and other factors relevant to grading for rates of pay purposes.**

#### Level 1 ENTRY LEVEL

##### **General description**

AVM Employee Level One shall mean an *entry-level* employee willing and capable of being trained to perform any or all of the tasks defined within the scope of this level.

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.

##### **Application / Progression**

This rate applies to an employee who has not undertaken any accredited training, or has less than 50 hours of work experience with AVM, or has less than 50 hours of satisfactory and relevant work experience within the Hospitality, or related industry.

This rate applies to all employees on commencement of employment and up to the accrual of 50 hours of satisfactory work experience with the AVM.

#### Level 2 EMPLOYEES WITH SOME EXPERIENCE AND TRAINING

##### **General description**

An employee at this level is an employee who has completed an appropriate level of training so as to enable them 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 Level 1 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*.

### **Application / Progression**

This rate applies to an employee who has achieved more than 50 hours of work experience with AVM or more than 50 hours of relevant and satisfactory work experience within the Hospitality or related industry, and/or who has successfully undertaken Hospitality Industry accredited training relevant to a range of work duties offered with AVM.

Progression to Level 3 is available to those employees meeting *either* of the 'Application / Progression' requirements as defined at that level.

### **Level 3 EXPERIENCED AND/OR MULTI-SKILLED EMPLOYEES**

#### **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 Level 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 coordinate work within a small team environment.
- i) Communicates effectively with other workers in their work section.

#### **Application / Progression**

This rate applies to an employee who:

- In the opinion of the employer has achieved '*experienced, skilled non-trade*' standard in a range of work duties required to be undertaken by that employee with AVM (eg Cook non-qualified, Floor Ambassador with 6 months training, Cashier duties, House Attendant with Forklift and EWP Licences required to coordinate complex wall and seating movements, Food & Beverage Attendant: operating public catering outlets, bars including tapping / changing kegs and gas cylinders, cleaning post-mix and beer lines, restaurant / bistro service including taking bookings, greeting & seating guests and a la carte table service), OR
- has successfully completed more than 2 years relevant satisfactory work experience at AVM involving a minimum of 24 rostered shifts within those 2 years, OR

- is appointed as a Team Leader to assist in the supervision of employees at a lower grade.

#### Level 4 SUPERVISOR / TRADE OR EQUIVALENT

##### **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 supervisory, 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.

##### **Application / Progression**

This rate applies to an employee who has completed an apprenticeship, or who has passed the appropriate trade test and who is engaged in cooking, baking, pastry cooking, butchering (Commis Chef) or engineering duties; or is a Level 3 casual employee who is allocated supervisory duties, including the "on the job training" of lower graded workers, or who is required to present formal training programs to casual staff on behalf of the AVM.

This rate also applies to employees performing A/V Technician (setting up and operating basic AV equipment associated with generic conferencing and seminar activities and possessing an average level of AV-relevant IT and Entertainment-based rigging activities, requiring supervision

but no formal licensing), Building Security Officer, Exhibition Floor Coordinator, Car Park Coordinator, Kitchen Coordinator, or other similar Coordinator duties.

Appointment to this level is by application to a Level 4 position becoming vacant, or by automatic progression for any employee who performs at this level in excess of 90% of their time in any given 12-month period, or by appointment as a Team Leader to assist in the supervision of employees at a lower level.

#### **Level 5 SENIOR SUPERVISOR AND/OR POST-TRADE**

##### **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;

##### **Application / Progression**

This rate applies to Senior Supervisors who oversee the work of Level 4 Supervisors, and/or perform the duties of a Demi Chef, Finance Officer (Accounts Payable / Receivable / Payroll Support), Bistro Duty Manager, Assistant Event Manager, or Building Security Officer performing CCTV / Control Room duties.

Appointment to this level is by application to a Level 5 position becoming vacant.

#### **Level 6 SPECIALISED TECHNICAL OR POST-TRADE SUPERVISION**

##### **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 high-level communication / interpersonal skills, initiative, discretion and judgment in the performance of their duties.

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

### **Application / Progression**

This rate applies to employees who perform the duties of a Chef de Partie, or who coordinate and supervise the duties of other Building Security Officers performing work up to and including Level 5 CCTV / Control Room duties.

Appointment to this level is by application to a Level 6 position becoming vacant.

### **Level 7    ADVANCED TECHNICAL**

#### **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 and who undertakes duties of a more advanced or complex level

### **Application / Progression**

This rate applies to employees performing Design Assistant, Exhibition Floor Manager, Payroll Officer or Senior AV Technician duties.

Appointment to this level is by application to a Level 7 position becoming vacant.

Level 4 AV Technicians who have worked at that level on a regular and systematic basis for a minimum period of 12 months, may be progressed to Level 7 upon being assessed by the employer, as fully competent and capable of performing all of the duties undertaken by Technicians at this Level. In assessing an employee's suitability for progression, the employer may seek objective input from the Level 8 AV Supervisory Group.

### **Level 8    ADVANCED TECHNICAL SUPERVISION**

#### **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 venue's entire operation

This rate applies to Audio Visual Production Supervisors who can design and/or modify complex AV systems, plans and schematics and who have high-level specialist abilities and fault finding skills in one or more AV genres (eg sound, lighting, vision, IT speaker support etc).

Staff at this level must be capable of competently supervising work groups undertaking complex, multi-faceted events of either a conferencing or special event nature.

## **B.3    GRADING ASSESSMENT DISPUTES**

Unresolved disputes as to how an employee is classified by the Employer shall be resolved in accordance with the mechanism provided for under the Disputes Avoidance / Settling Procedure provided for in Clause 12 of this Agreement.