

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/278

**TITLE: Central West Group Apprentices Enterprise Agreement  
2004**

**I.R.C. NO:** IRC4/3721

**DATE APPROVED/COMMENCEMENT:** 16 September 2004/1 July 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 22 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 51

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Central West Group Apprentices Ltd, located at 203-209 Russel Street, Bathurst NSW 2795, who fall within the coverage of the Clerical and Administrative Employees (State) Award

**PARTIES:** Central West Group Apprentices -&- Benjamin Peter Bardon, Damien John Bowman, Murray Brown, Geoffrey Burton, Kate Celeste Davis, Wendy Helen Dwyer, Paul Rodney Favero, Amanda Jane Ferguson, Grant Fish, Peter James Ford, Simon Fraser, Christopher John Gibson, Valerie Jean Godfrey, Kylie Goldspink, Saranne Gorman, Stephen John Hay, Katrina Louise Hyde, Darren Peter Jacobson, Allison Maree Jones, David Campbell Martin, Kimberley Louise McBey, Russell Meadley, Michelle Louise Meek, Leanne Rachel Myles, Wayne Joseph O'Neill, Shannon Amber Oram, Rachel Lea Ross, Kylie Jennifer Roxburgh, Kelly Anne Schumacher, Clarissa Anne Shaw, Suellen Marie Tobin, Brianna Lea Wall, Cathy Louise Weeks, Adam John Young

# **CENTRAL WEST GROUP APPRENTICES ENTERPRISE AGREEMENT 2004**

Further to a decision in proceedings in June 2004 and by agreement between the parties the following consent Agreement is made.

## **1. Title**

This agreement shall be known as the Central West Group Apprentices Enterprise Agreement 2004

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### 3. Where and Who the Agreement Covers

#### 3.1 Where does the Agreement apply?

This agreement applies in the State of New South Wales.

#### 3.2 Who does the Agreement apply to?

This agreement applies to all employees of Central West Group Apprentices (CWGA), Lithgow Group Training and Orana Group Apprentices. Apprentices, Group Training Trainees and Labour Hire placements are exempted from this agreement. This agreement was not entered into under duress by any party to it.

### 4. Date of Operation

This agreement shall operate from 1 July 2004 until 30 June 2007.

### 5. Definitions

Agreement	is the Central West Group Apprentices Enterprise Agreement 2004
Apprentice	is an individual indentured to CWGA for the term of an apprenticeship and placed with a Host Employer
Casual employee	is an employee who is engaged intermittently for work of an unexpected or casual nature.
CWGA Employee	is the Central West Group Apprentices means an employee of Central West Group Apprentices, Lithgow Group Training or Orana Group Apprentices
Fixed term employee	is an employee employed on a full-time or part-time basis for a finite duration
Full time employee	is an employee who works 35 hours per week.
KPI	Key Performance Indicator
Labour hire placement	is an individual employed on a contract basis for a fixed period of employment and placed with a Host Employer
Part time employee	is an employee who works a specified number of regular hours being less than 35 hours per week.
Recurrent employee	is an individual employed in a position where there is an expectation that employment will continue. The individual may be employed on a full-time, part-time or permanent part-time basis
RDO	is a rostered day off
RTO	is the CWGA Registered Training Organisation
Salary	is the annual amount paid to employees as remuneration to carry out the duties of a particular role
Group Training Trainee	is an individual bound by a Traineeship Agreement employed by CWGA but placed with a Host Employer
CWGA Trainee	is a Trainee directly employed and hosted by CWGA
Wage	is the hourly rate paid to a casual or trainee as remuneration to carry out the duties of a particular role

### 6. Classification User Guide

#### 6.1 Introduction

6.1.1 The aim of this classification process is to ensure as far as practicable, that work features, responsibilities, qualifications and any other aspect of work value are evaluated in comparable terms irrespective of the discipline or field of work.

6.1.2 A single salary structure for classified employees comprising eleven distinctive levels is incorporated. To facilitate the classification of all positions, criteria have been developed covering each level within the Group Training Company's area.

6.1.3 To enable positions to be correctly classified, two separate and sequential processes need to occur.

#### 6.1.4 Position analysis

- (a) This involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the work features, responsibilities, qualifications and any other aspect of the job with the classification criteria.
- (b) The information recorded must be a true and accurate record of the current duties and responsibilities.
- (c) The standard job description format is the most appropriate method to be used. The quality and extent of the information gathered is very important in this process.

#### 6.1.5 Position evaluation

- (a) After the job description is complete, a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- (b) Steps in classifying a position
  - (i) The steps in classifying a position using the classification criteria are:

analyse and compare the work levels described with the job description to ascertain the most likely classification level for the position.

all aspects of the job description, i.e. requirements of the job, responsibilities, organisational relationships, extent of authority etc, must be considered against the total criteria for the level. (The total responsibilities of the position must be compared with the total responsibilities of the level rather than comparison with selected parts.)

The job description should be tested against more than one level for appropriateness.

- (c) Translations into the new classification structure should occur once the appropriate classification level has been determined. The date the translation becomes effective for salary purposes is 5th July 2004.

## 6.2 Group Training Employee

### 6.2.1 Group Training Employee - Entry Level

- (a) Characteristics of the level
  - (i) A person employed as a Group Training Employee - entry level, shall be engaged under a contract of training in accordance with the relevant State statutes, the Clerical Employees Training Wage Award and this Agreement. The employee shall work under close direction and undertake routine activities which require the practical application of basic skills and techniques in accordance with the contract of training.
  - (ii) General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

- (iii) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- (iv) Positions at this level may involve off-the-job training and will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace in accordance with the contract of training.
- (v) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.
- (vi) Supervision of other permanent staff or apprentices/trainees is not a feature at this level.
- (vii) At this level, employers are expected to offer substantial internal and/or external training.

#### 6.2.2 Requirements of the job

Some or all of the following are needed to perform work at this level.

- (a) Skills, knowledge, experience, qualifications and/or training

developing knowledge of the workplace function and operation;

basic knowledge of administrative practices and procedures relevant to the workplace;

developing knowledge of work practices and policies of the relevant work area;

basic numeracy, written and verbal communication skills relevant to the work area;

no formal qualifications are required.

- (b) Responsibilities

A position at this level may include some of or similar responsibilities to:

undertake routine activities of a support nature;

undertake straightforward operation of keyboard equipment including data input and basic work processing at a basic level after having received training;

provide routine information including general reception and telephonist duties;

apply established practices and procedures;

undertake routine office duties involving filing and maintenance of an existing records system;

under close direction, assist with the development, planning, implementation and evaluation of Group Training group programs at an elementary level;

under close direction, undertake work with individual Apprentice or Trainee clients at a first contact level.

- (c) Organisational relationships

Work under direct supervision.

(d) Extent of authority

work outcomes are clearly monitored;

freedom to act is limited by standards and procedures;

solutions to problems are found in established procedures and instructions with assistance readily available.

6.2.3 Group Training Employee - Level 1

(a) Characteristics of the level

(i) A person employed as a Group Training Employee - level 1, shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Employees will be under the direct supervision of a senior employee.

(ii) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior employees with specific projects.

(iii) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures to meet the objectives of a minor function.

(iv) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees with the direct assistance of a senior employee. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(i) Skills, knowledge, experience, qualifications and/or training

basic skills in oral and written communication with Apprentice and Trainee clients and other members of the public;

knowledge of established work practices and procedures relevant to the workplace;

knowledge of policies relating to the workplace;

application of techniques relevant to the workplace;

developing knowledge of statutory requirements relevant to the workplace;

understanding of basic computing concepts.

(c) Responsibilities

A position at this level may include some of or similar responsibilities to:

to contribute to the operational objectives of the workplace;

undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;

achieve outcomes which are clearly defined;

perform tasks including the provision of routine information;

assist senior employees with special projects;

perform elementary tasks within a Group Training group program requiring knowledge of established work practices and procedures relevant to the work area;

assist with administrative functions;

assist senior employees in the preparation, implementation and evaluation of developmental and/or special programs for individual Apprentice and Trainee clients or groups of clients.

(d) Organisational relationships

Work under regular and direct supervision.

Provide guidance to a limited number of lower classified employees with the assistance of a senior employee.

(e) Extent of authority

Work outcomes are monitored;

have freedom to act within established guidelines;

solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.

#### 6.2.4 Group Training Employee - Level 2

(a) Characteristics of the level

(i) A person employed as a Group Training Employee - level 2, will work under general direction in the application of procedures, methods and guidelines which are well established. Employees appointed at this level will be under the direct supervision of a senior worker.

(ii) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

- (iii) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures.
- (iv) At this level employees may be required to provide general direction or supervision of lower level employees. Employees with supervisory responsibilities may undertake more complex operational work and may undertake planning and coordination of activities within a workplace.
- (v) Employees will be responsible for managing and planning their own work and that of lower classified staff.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(i) Skills, knowledge, experience, qualifications and/or training

Thorough knowledge of work activities performed within the workplace;  
sound knowledge or procedural/operational methods of the workplace;  
may utilise limited professional or specialised knowledge;  
working knowledge of statutory requirements relevant to the workplace;  
ability to apply computing concepts.

(c) Responsibilities

A position at this level may include some of or similar responsibilities to:

carry out a variety of activities which require resourcefulness, judgement and initiative with minimal supervision;

undertake responsibility for various activities in a specialised area;

exercise responsibility for a function within the workplace;

assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;

delegate routine tasks to other staff where required and liaise and report with relevant Manager as expected.

(d) Organisational relationships

Works under regular supervision;

oversee and guide a limited number of lower classified employees.

(e) Extent of authority

Work outcomes are monitored;

freedom to act within established guidelines;



solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when problems occur.

#### 6.2.5 Group Training Employee - Level 3

(a) Characteristics of this level

(i) A person employed as a Group Training Employee - level 3, shall work under general direction in the application of procedures, methods and guidelines which are well established. Employees will be under the direct supervision of a senior employee.

(ii) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from senior employees.

Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

(iii) Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.

(iv) At this level, employees may be required to supervise lower classified staff in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(i) Skills, knowledge, experience, qualifications and/or training

Thorough knowledge of work activities performed within the organisation;

sound knowledge of procedural methods of the organisation;

may utilise professional or specialised knowledge;

working knowledge of guidelines or statutory requirements relevant to the organisation.

(c) Responsibilities

A position at this level may include some of or similar responsibilities to:

undertake responsibility for various activities in a specialised area;

exercise responsibility for a function within the organisation;

assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

assist in the coordination of a project/project area with minimal direction on a day to day basis. Ability to delegate routine tasks to other staff where required. Regular liaison and reporting with relevant Manager is expected;

undertake minor assessment duties;

supervise a limited number of lower classified employees;

plan and coordinate training programs;

coordinate elementary service programs or a single program at a more complex level;

Where primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

undertake some minor phase of a broad or more complex assignment;

provide assistance to senior employees;

perform duties of a specialised nature;

provide a range of information services;

plan and coordinate elementary Group Training group projects or programs;

perform moderately complex functions including training module planning, demographic analysis, survey design and analysis.

(d) Organisational relationships

Works under general professional guidance;

operate as a member of a team;

supervision of other employees.

(e) Extent of authority

Receive instructions on the broader aspects of the work;

freedom to act within established practices;

problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

#### 6.2.6 Group Training Employee - Level 4

(a) Characteristics of this level

(i) A person employed as a Group Training Employee - level 4, shall work under general supervision in functions that require the application of skills and knowledge appropriate to the work. General guidelines and work procedures are established.

(ii) General features of this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be

required to supervise various functions within a work area or activities of a complex nature.

- (iii) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (iv) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- (v) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

knowledge of statutory requirements relevant to work;

knowledge of organisation policies and activities;

knowledge of the role of the organisation and its services and/or functions;

specialists require an understanding of the underlying principles in the discipline;

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;

perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

identification of specific or desired performance outcomes;

contribute to interpretation and administration or areas of work for which there are no clearly established procedures;

exercise responsibility for various functions within a work area;

undertake a wide range of activities associated with programs and methods of service delivery;

where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

liaise with other professionals at a technical level;

discuss techniques, procedures and/or results with internal and external clients on straightforward matters;

lead a team within a specialised project;

provide a reference, research and/or technical information service;

carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;

perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;

assist senior employees with the planning and coordination of a Group Training group work program of a complex nature.

(e) Organisational relationships

Works under general direction;

supervises other staff or works in a specialised field.

(f) Extent of authority

Required to set outcomes within defined constraints;

provides specialist advice;

freedom to act governed by clear objectives and/or budget constraints;

solutions to problems generally found in precedents, guidelines or instructions;

assistance usually available.

#### 6.2.7 Group Training Employee - Level 5

(a) Characteristics of this level

(i) A person employed as a Group Training Employee - level 5, shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

(ii) Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

(iii) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve a greater degree of supervision of employees and/or apprentices/trainees. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level.

(iv) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

(v) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of apprentice/trainee clients and staff.

(vi) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Knowledge of organisational programs , policies and activities;

sound discipline knowledge gained through experience;

knowledge of the role of the organisation, its structure and services.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

undertake responsibility for a moderately complex project, including planning, coordination, implementation and administration;

undertake a minor phase of a broader or more complex professional assignment;

assist with the preparation of program budgets in liaison with management;

set priorities and monitor workflow in the areas of responsibility;

provide expert advice to employees classified at lower levels;

exercise judgement and initiative where procedures are not clearly defined;

undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;

operate as a specialist officer in the relevant discipline where decisions made and taken rest with the employees with no reference to a senior employee;

plan, coordinate, implement and administer the activities and policies including preparation of program budget;

develop, plan and supervise the implementation of educational and/or developmental programs for Apprentice/Trainee clients;

plan, coordinate and administer the operation of a multi-functional service including financial management and reporting;

where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:

under general direction undertake a variety of tasks of a specialised, novel complex and/or critical nature;

provide reports on progress of program activities including recommendations;

carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;

exercise a high level of interpersonal skills in dealing with the public and other organisations;

plan, develop and operate a section of a Group Training group employees and/or Apprentices/Trainees.

(e) Organisational relationships

Work under general direction;

supervise other staff.

(f) Extent of authority

Exercise a degree of autonomy;

control projects and/or programs;

set outcomes for lower classified staff;

establish priorities and monitor workflow in areas of responsibility;

solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions.

Assistance is available when required.

#### 6.2.8 Group Training Employee - Level 6

(a) Characteristics of this level

(i) A person employed as a Group Training Employee - Level 6 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

(ii) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(iii) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and coordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

- (iv) The management of staff is normally a feature at this level and employees are responsible for a larger organisational group.
- (v) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.
- (vi) Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Comprehensive knowledge of organisation policies and procedures;

specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;

specialist knowledge gained through experience, training or education;

appreciation of the long term goals of the organisation;

detailed knowledge of program activities and work practices relevant to the work area;

knowledge of organisation structures and functions;

comprehensive knowledge of requirements relevant to the discipline.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

undertake significant projects and/or functions involving the use of analytical skills;

undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation;

provide advice on matters of complexity within the work area and/or specialised area;

undertake a range of duties within the work area, including developing work practices and procedures; problem definition, planning and the exercise of judgement;

provide advice on policy matters and contribute to their development;

negotiate on matters of significance to the organisation with other bodies and/or members of the public;

control and coordinate a work area or a larger organisation within budgetary constraints;

exercise autonomy in establishing the operation of the work area;

provide a consultancy service for a range of activities and/or to a wide range of internal and external clients;

where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

provide support to a range of activities or programs;

control and coordinate projects;

contribute to the development of new procedures and methodology;

provide expert advice/assistance relevant to the work area;

supervise/manage the operation of a work area and monitor work outcomes;

supervise on occasions other specialised staff;

provide consultancy services for a range of activities.

(e) Organisational relationships

Works under limited direction from senior employees.

Supervision of staff.

(f) Extent of authority

May manage a work area or medium to large unit or multi work site unit;

has significant delegated authority. Selection of methods and techniques based on sound judgement. Exercise autonomy (advice available on complex or unusual matters);

manage significant projects and/or functions;

decisions and actions taken at this level may have significant effect on programs, projects or worksites being managed.

#### 6.2.9 Group Training Employee - Level 7

(a) Characteristics of the level

(i) A person employed as a Group Training Employee - level 7, shall be subject to broad direction from management/the employer and exercise managerial responsibility for a unit/department. In addition, employees may operate as a senior specialist providing multi functional advice to other professional employees.

(ii) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.



- (iii) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (iv) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (v) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (vi) Positions at this level will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (vii) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

detailed knowledge of statutory requirements;

(d) Responsibility

A position at this level may include some of or similar responsibilities to:

Responsibility for operating in a highly self directing fashion. Supervision or training of other staff may be required. Reports directly to the relevant Manager or General Manager;

significant understanding of the Group's functions is required and errors may cause serious loss or consequence.

undertake work of significant scope and complexity. A major portion of the work requires initiative;

undertake duties of innovative, novel and/or critical nature with little or no professional direction;

undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;

provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;

administer complex policy and program matters;

may offer consultancy service;

evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;

where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

contribute to the development of operational policy;

assess and review the standards of work of other specialised personnel/external consultants;

initiate and formulate organisational programs;

implement organisational objectives within corporate goals;

develop and recommend ongoing plans and programs.

#### 6.2.10 Group Training Employee - Senior Position

(a) Characteristics of this level

A person employed in a Senior Position, will be an experienced Group Training employee at their current level and exhibit the following characteristics:

have consistently good performance on the job,

be a motivated employee willing to take on additional responsibilities.

identify improvements to established procedures in the appropriate work related field.

Positions may involve a range of work functions which involve the direction of other employees

Position at these levels require a sound knowledge of the CWGA Policy and Procedure manual and its implementation in the workplace as well as sound knowledge of programs or services run by CWGA

Senior positions will be one level above the standard level for a particular job. The highest position available to be graded at a higher senior level will be at Group Training Manager Level 3.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Demonstrated experience in the position at the standard level

Knowledge of statutory requirements relevant to work

Sound knowledge of organisation policies and activities;

Knowledge of the role of the organisation and its services and/or functions

Ability to develop operational knowledge sufficient to backfill a position two levels above the standard level of their current position

Demonstrated competence performance in all functions of current position

Complete training in the mentoring of other staff.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

Undertake the mentoring of new employees to the CWGA

Demonstrate a commitment to and willingness to undertake additional training

Exercise judgement at an enhanced level

Lead or participate in continuous improvement projects

Meet enhanced KPI's above the standard level

(e) Eligibility

Satisfactory performance at Sub level C in any group training employee level as assessed by the CWGA Performance Management system.

Good performance at both Sub level A and B through 4 consecutive Performance Management interviews.

A new employee who has completed their probationary period and had their employment confirmed may make a claim for a senior position by demonstrating experience and high performance in a similar job with another organisation other than the CWGA

(f) Extent of Authority

The level of authority will be described by the descriptor at the level above the standard level for the position.

### 6.3 Group Training Manager - Levels 1- 4

Characteristics of the level

6.3.2 Broadly speaking, the determination of levels will be based on the requirement to manage in a self-directing fashion, and the nature of the project area(s) managed. This may include relative responsibility for staff numbers and levels, responsibility for outcomes relevant to CWGA performance, the complexity of the area of responsibility and other relevant factors.

6.3.3 The general features of this grade require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

6.3.4 Positions in this grade will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the CWGA. Positions at this level may be recognised by significant independence of action and a direct accountability to the General Manager.

### 6.3.6 Group Training Manager - Level 1

(a) Characteristics of the level

The broad characteristics for this level are contained in 6.2.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Comprehensive appreciation of the mission and objectives of the CWGA;

Comprehensive knowledge of CWGA policies and the ability to identify emerging needs;

Basic financial and budgeting skills;

Basic human resource management skills to ensure effective use of staff working in project area(s), and to assist in training and development of these staff;

Knowledge of statutory requirements, government policies etc. relevant to the project area(s);

Expertise in planning, problem solving, evaluation and coordination;

Expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to publicly represent the CWGA;

High level written communication skills;

Knowledge of computer systems sufficient to respond to the information technology needs of the CWGA.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

The management of one or more clearly defined project areas;

all the normal responsibilities of project management such as setting targets and budgets, managing, and negotiating resources, maintaining quality to CWGA standards, working within set budgets and time constraints;

it is recognised that projects at this level will be dynamic and may change over time, however they are less likely to require significant and/or rapid change;

it is expected project(s) will be managed and coordinated almost entirely by the manager.

Major strategic issues should be referred to the General Manager.

### 6.3.7 Group Training Manager - Level 2

(a) Characteristics of the level

The broad characteristics for this level are contained in 6.2.

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Strategic planning ability and appreciation of the mission, objectives and long term goals of the CWGA;

Comprehensive knowledge of CWGA policies and the ability to identify emerging needs and to develop appropriate and effective policies/procedures to address these needs;

Strong financial and budgeting skills;

Strong human resource management skills to ensure productive use of staff skills within project area(s), and to assist in training and development of these staff;

Knowledge of statutory requirements, government policies etc. relevant to the project area(s);

Expertise in planning, problem solving, evaluation and coordination;

Expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to publicly represent the CWGA;

High level written communication skills including the capacity to prepare material such as strategic plans, detailed reports and tender proposals;

The ability to influence and gain the co-operation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success of various CWGA projects can be dependant on effective communication skills at this level;

Knowledge of computer systems sufficient to respond to the information technology needs of the CWGA.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

The management of one or more project areas. All the normal components of project management such as setting targets and budgets, managing and negotiating resources, maintaining quality to CWGA standards, working within set budgets and time constraints;

The identification, marketing, development, and management of projects (internal or external) from inception through to outcome. Success is contingent on the CWGA's finances, reputation, scope, service and/or competitiveness being enhanced;

Projects at this level may be described as having a higher level of complexity, not necessarily set up, with a broader scope. Strategic planning ability, vision and research skills will all be essential to assess project viability and establish targets and systems in order to set up the project(s);

It is expected project(s) would be managed and coordinated almost entirely by the Manager. Major strategic issues should be referred to the General Manager.

### 6.3.8 Group Training Manager- Level 3

(a) Characteristics of the level

The broad characteristics for this level are contained in 6.2

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Strategic planning ability and appreciation of the mission, objectives and long term goals of the CWGA;

comprehensive knowledge of CWGA policies and the ability to identify emerging needs and to develop appropriate and effective policies/procedures to address these needs;

a demonstrated expertise within a particular discipline or function of the CWGA;

strong financial and budgeting skills;

strong human resource management skills to ensure productive use of staff skills within project area(s), and to assist in training and development of these staff;

knowledge of statutory requirements, government policies etc relevant to the project area;

expertise in planning, problem solving, evaluation and coordination;

expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to make oral presentations;

high level written communication skills including the capacity to prepare material such as strategic plans, detailed reports and tender proposals;

the ability to influence and gain the co-operation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success of various CWGA projects can be dependant on effective communication skills at this level;

knowledge of computer systems sufficient to respond to the information technology needs of the CWGA.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

The extensive managerial control of one or many project areas which have both a CWGA wide scope and high level complexity. This includes planning, direction, control and evaluation of all aspects of operation including but not limited to revenue generation, human resource management, program and service provision, facilities management, marketing and promotion etc. The successful management of these project areas is fundamental to the CWGA's operation and growth and error at this level can result in serious consequence across the CWGA.

The identification, marketing, development, and management of projects (internal or external) from incubation through to outcome. The project(s) is determined to be

successful where the CWGA's finances, reputation, scope, service and/or competitiveness has been enhanced;

Develop, implement, monitor and evaluate work practices, policies and procedures; problem definition, planning and the exercise of judgement; provide advice to the employer on policy matters and exercise a leadership role in their development;

Negotiate on matters of CWGA wide significance within the CWGA and with other bodies and/or members of the public;

It is expected project(s) will be developed, managed and coordinated almost entirely by the Manager. Major strategic issues should be referred to the General Manager.

#### 6.3.9 Group Training Manager - Level 4 Executive Team

(a) Characteristics of the level

The broad characteristics for this level are contained in 6.2

(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

(c) Skills, knowledge, experience, qualifications and/or training

Demonstrated contribution to strategic planning processes and input into the mission, objectives and long term goals of the CWGA;

Experience in Executive Team decision making that drives whole of organisation operational performance.

Specialist professional qualifications that have a significant impact on whole of organisation performance.

Development of CWGA policies and the ability to identify emerging needs and to develop appropriate and effective policies/procedures to address these needs;

a demonstrated expertise within a particular discipline or function of the CWGA;

Highly developed financial and budgeting skills;

Highly developed human resource management skills to ensure productive use of staff skills within project area(s), and to assist in training and development of these staff;

knowledge of statutory requirements, government policies etc relevant to the project area;

High level expertise in planning, problem solving, evaluation and coordination;

expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to make oral presentations;

high level written communication skills including the capacity to prepare material such as strategic plans, detailed reports and tender proposals;

the ability to influence and gain the co-operation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success

of various CWGA projects can be dependant on effective communication skills at this level;

knowledge of computer systems sufficient to respond to the information technology needs of the CWGA.

(d) Responsibilities

A position at this level may include some of or similar responsibilities to:

The extensive managerial control of one or many project areas which have both a strategic impact on CWGA performance and high level complexity. This includes planning, direction, control and evaluation of all aspects of operation including but not limited to revenue generation, human resource management, program and service provision, facilities management, marketing and promotion etc. The successful management of these project areas is fundamental to the CWGA's operation and growth and error at this level can result in catastrophic consequence across the CWGA.

The identification, marketing, development, and management of projects (internal or external) from incubation through to outcome. The project(s) is determined to be successful where the CWGA's finances, reputation, scope, service and/or competitiveness has been significantly enhanced;

Develop, implement, monitor and evaluate work practices, policies and procedures; problem definition, planning and the exercise of judgement; provide advice to the employer on policy matters and exercise a leadership role in their development;

Negotiate on matters of strategic significance within the CWGA and with other bodies and/or members of the public;

It is expected project(s) will be developed, managed and coordinated entirely by the Manager. Major strategic issues will be negotiated with the General Manager prior to implementation by the Manager.

It is expected that staff at this level will supervise other Managers at levels 1 to 3 or manage a specialist professional function.

Staff at this level will report to the General Manager.

## **7. Relationship to Other Agreements**

### **7.1 Clerical Employees Training Wage Award**

7.1.1. A CWGA Trainee, party to this Agreement, shall comply with the terms of the Clerical Employees Training Wage Award.

## **8. Enterprise Flexibility**

8.1 Where an employer or employees wish to pursue an agreement at the workplace about how the Agreement should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

8.2 A consultative mechanism and procedures appropriate to the size, structure and needs of CWGA and its staff shall be established.

8.3 For the purpose of the consultative process the employees may nominate the Union or another to represent them.



- 8.4 Where agreement is reached through the consultative mechanisms and procedures, and where giving effect to an agreement requires this Agreement, as it applies at the enterprise to be varied, an application to vary shall be made to the Commission.

## **9. Work Organisation**

Within the framework of the classification structure of this Agreement, the parties recognise the employer's right to direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training and the scope of their Agreement classification.

## **10. Procedure to Avoid Industrial Disputation**

- 10.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- 10.1.1 The employee and their supervisor meeting and conferring on the matter; and
  - 10.1.2 If the matter is not resolved at that meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and the General Manager.
- 10.2 If the matter cannot be resolved it may be referred to the NSW Industrial Relations Commission.
- 10.3 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

## **11. Anti-Discrimination**

- 11.1 It is the intention of the respondents to this Agreement to achieve the principal object in s.3(f) of the *Industrial Relations Act 1996* to prevent or eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
- 11.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling (Clause 10 - Procedure to avoid industrial disputation), the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 11.3 Nothing in this clause is taken to affect:
- 11.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 11.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including any application to the Human Rights and Equal Opportunity Commission.

## **12. Types of Employment**

- 12.1 Upon engagement, an employer shall provide each new employee (except a casual employee) with a written contract of employment, which specifies:
- 12.1.1 a Position Description outlining the main duties of the position;
  - 12.1.2 the employee's regular hours of work and the employee's normal span of hours for ordinary duty in accordance with 18.1 and 18.2;
  - 12.1.3 the employee's classification and rate of pay pursuant to this Agreement;
  - 12.1.4 the length of any probationary period which might apply and the final working date of the probation period;

12.1.5 the nature and detail of engagement in accordance with 12.2 and

12.1.6 for a sessional employee or fixed term employee, the expected duration of appointment.

12.2 An employee shall be engaged on one of the following bases: full-time, part-time, casual, fixed term or sessional.

12.2.1 Subject to 12.3 and 12.8, Clause 14 - Termination of employment, and Clause 13 - Redundancy, all employees employed pursuant to this Agreement other than casual, sessional and fixed term employees shall be deemed to be permanent employees.

### 12.3 Probationary employment

12.3.1 The probationary period is a mandatory period where an employee is on probation to assess his or her suitability for a position.

12.3.2 The probationary period shall be specified in the employment contract and is as follows:

Employment contract	Mandatory probationary period
Full-time employee	3 months
Fixed term employee	The first quarter of the term of employment
Part-time	3 months
Trainees	1 month

12.3.3 During the probationary period, the supervisor monitoring the employee's performance will conduct at least two assessments and a review at the end of the period in line with the CWGA's policies and procedures. If an employee's progress is satisfactory, employment will be confirmed for the remaining period of the employment contract.

12.3.4 If the assessment process identifies concerns about the employees suitability to the position, the concerns will be documented and brought to the attention of the employee. Employment can be terminated during the probationary period, giving two weeks' notice. The probationary period can be extended for up to one month.

If at the end of the probationary period, an employee's progress is judged to be unsatisfactory and not able to be changed in the short term, the employee will be given two weeks notice.

### 12.4 Full-time employment

A full-time employee means an employee who works 35 hours per week.

### 12.5 Part-time employment

12.5.1 A part-time employee means an employee who works a specified number of regular hours being less than 35 hours per week.

12.5.2 Part-time employees shall be employed within the ordinary span of hours defined in Clause 18 - Hours of work, of this Agreement.

12.5.3 A part-time employee shall generally work the hours prescribed in their contract of employment provided that by mutual agreement between the employer and employee, a part-time employee's hours of ordinary duty may be temporarily varied up to a maximum of 35 hours per week provided that the hours worked fall within the definition of ordinary hours defined in Clause 18 - Hours of work, of this Agreement.

12.5.4 Any additional hours temporarily worked by a part-time employee shall not affect their status as a part-time employee.

12.5.5 Any permanent reduction in the number of hours may only be made in accordance with the provisions of 12.2.

12.5.6 For ordinary working hours, a part-time employee shall be paid at a rate equal to 1/35th of the appropriate weekly rate prescribed in Clause 15 - Rates of pay, with an entitlement to full-time employment entitlements on a proportional basis. Provided that, by mutual agreement between the employer and employee, a part-time employee may be paid a loading of 25% on their hourly rate and not have an entitlement to annual leave, sick leave or payment for public holidays, and provided that the payment of a loading on the hourly rate will in no way affect the employee's status as a part-time employee.

12.5.7 Where a part-time employee's hours are temporarily increased to the hours of a full-time employee, such employee shall receive all benefits prescribed in this Agreement for full-time employee for the period so worked.

12.5.8 Where a part-time employee's hours are varied in accordance with this Agreement, such variation shall be confirmed in writing by the employer to the employee.

## 12.6 Casual employment

12.6.1 A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee or those employed on a fixed term contract or as sessional employees engaged in accordance with this Agreement.

12.6.2 An employee engaged as a casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement.

12.6.3 The ordinary hours for a casual employee shall be within the ordinary span of hours specified in Clause 18 - Hours of work, of this Agreement. A casual employee shall be paid for such hours worked at a rate equal to one thirty-fifth of the appropriate weekly rate prescribed in Clause 15 - Rates of pay, plus a loading of 25%.

## 12.7 Sessional employees

12.7.1 A sessional employee shall mean a person engaged specifically to provide training sessions to clients of the organisation on a sessional basis.

12.7.2 A sessional employee shall be engaged for a minimum of two consecutive hours in any one day.

12.7.3 In addition to the minimum casual hourly rate equivalent to the casual hourly rate of pay for a GTE level 6 sub level A, a sessional employee shall be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:

- (a) incorporating a 25% loading into the hourly rate provided that this rate is separately expressed; or
- (b) paying the employee one hour's preparation/associated non-teaching/training tasks for every three hours teaching to a maximum of five additional hours per week.

12.7.4 An employer who employs a sessional employee under the terms of 12.7.3(a) above, shall not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.

12.7.5 Upon engagement, in addition to the requirements specified for contracts of employment specified in 12.1 of this Agreement, the employer shall provide written advice to the employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which shall apply in respect of the employee.

#### 12.7.6 Cancellation provisions

If a training course is cancelled and the employer no longer requires the services of a sessional employee engaged for the course, the employer shall provide the sessional employee with one weeks' notice of termination.

#### 12.8 Fixed term employment

12.8.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:

- (a) for the completion of a specified task(s) or project; or,
- (b) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement; or,
- (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time;
- (d) to fill short term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process.

12.8.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 12.8.1 above.

12.8.3 This Agreement shall apply to a fixed term employee except to the extent that the Agreement expressly provides that it does not apply.

12.8.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.

12.8.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only and any extension must be for less than twelve months.

12.8.6 If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.

### **13. Redundancy**

#### 13.1 Definition

Redundancy is the situation where a position is identified by the General Manager as surplus to the CWGA's needs as a result of financial and staffing constraints, reduced demand or other workload factors, technological change and development, legislative change or restructuring and organisational change.

#### 13.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 13.3 Severance pay

13.3.1 In addition to the period of notice prescribed for ordinary termination in 14.1.1 and subject to further order of the Commission, an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of continuous period of service:

Period of continuous service	Severance pay under 45 years of age	Severance pay over 45 years of age
less than one year	Nil	Nil
1 year or more but less than 2 years	4 weeks	5 weeks
2 years or more but less than 3 years	7 weeks	8.75 weeks
3 years or more but less than 4 years	10 weeks	12.5 weeks
4 years or more but less than 5 years	12 weeks	15 weeks
5 years or more but less than 6 years	14 weeks	17.5 weeks
6 years or more	16 weeks	20 weeks

13.3.2 Week's pay means the employee's current ordinary time hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.

13.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

### 13.4 Employee leaving during notice

An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. However, in this circumstance the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

### 13.5 Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

### 13.6 Time off during notice period

13.6.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

13.6.2 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 the employer, 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.

### 13.7 Superannuation benefits

13.7.1 Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under 13.3 hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

13.7.2 If this superannuation benefit is greater than the amount due under 13.3 hereof then he or she shall receive no payment under that clause.

13.8 Employees exempted

13.8.1 This clause shall also not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

13.8.2 Notwithstanding the foregoing provisions, Trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that trainees are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of the traineeship shall be counted as service in determining future redundancy entitlements.

**14. Termination of Employment**

14.1 Notice of termination of service by the CWGA

14.1.1 In order to terminate the employment of an employee, the CWGA shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than three years	2 weeks
Three years and less than five years	3 weeks
Five years or more	4 weeks

14.1.2 In addition to the notice prescribed in 14.1.1, employees over forty five years of age at the time of giving notice, with not less than two years continuous service, shall be entitled to an additional notice of one week.

14.2 Payment in lieu of notice

14.2.1 Payment in lieu of the notice prescribed in 14.1.1 and 14.1.2 shall be made if the appropriate notice is not given, or a combination of notice and partial payment in lieu of notice may be given.

14.2.2 Payments in lieu of notice shall be calculated on the wages an employee would have received in respect of the ordinary time the employee would have worked during, the period of notice had their employment not been terminated.

14.2.3 If the CWGA makes payment in lieu for all or any of the period of notice then the period for which such notice is made shall be treated as service for the purposes of computing and service related entitlements of the employee arising from this Agreement.

14.3 Notice of termination of service by an employee

In order to terminate employment an employee shall give the CWGA two week's notice unless the express provisions of their employment contract provide for a longer period of notice.

14.4 Time off during notice period

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

14.5 Certificate of service

The CWGA 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 their employment and the classification of or the type of work performed by the employee.

**15. Rates of Pay**

15.1 Annual salaries

Subject to this Agreement, the following shall be the minimum salary rates paid to employees under this Agreement.

Salary level	Annual rate of pay 2004/05	Annual rate of pay 2005/06	Annual rate of pay 2006/07
CWGA Training Employee - Entry level	Clerical Employees Training Wage Award	Clerical Employees Training Wage Award	Clerical Employees Training Wage Award
CWGA Training Employee - level 1			
sub level A	\$27,336	\$27,836	\$28,336
sub level B	\$27,902	\$28,402	\$28,902
CWGA Training Employee - level 2			
sub level A	\$29,137	\$29,637	\$30,137
sub level B	\$30,268	\$30,768	\$31,268
CWGA Training Employee - level 3			
sub level A	\$31,295	\$31,795	\$32,295
sub level B	\$32,426	\$32,926	\$33,426
CWGA Training Employee - level 4			
sub level A	\$33,557	\$34,057	\$34,557
sub level B	\$35,489	\$35,989	\$36,489
sub level C	\$35,820	\$36,320	\$36,820
CWGA Training Employee - level 5			
sub level A	\$36,951	\$37,451	\$37,951
sub level B	\$38,082	\$38,582	\$39,082
sub level C	\$39,109	\$39,609	\$40,109
CWGA Training Employee - level 6			
sub level A	\$40,240	\$40,740	\$41,240
sub level B	\$41,267	\$41,767	\$42,267
sub level C	\$42,398	\$42,898	\$43,398
CWGA Training Employee - level 7			
sub level A	\$43,529	\$44,029	\$44,529
sub level B	\$44,660	\$45,160	\$45,660
sub level C	\$45,691	\$46,191	\$46,691
CWGA Training Manager- level 1			
sub level A	\$43,386	\$43,886	\$44,386
sub level B	\$44,886	\$45,386	\$45,886
sub level C	\$46,386	\$46,886	\$47,386
CWGA Training Manager - level 2			
sub level A	\$47,386	\$47,886	\$48,386
sub level B	\$48,886	\$49,386	\$49,886
sub level C	\$50,386	\$50,886	\$51,386

Salary level	Annual rate of pay 2004/05	Annual rate of pay 2005/06	Annual rate of pay 2006/07
CWGA Training Manager - level 3			
sub level A	\$51,386	\$51,886	\$52,386
sub level B	\$52,886	\$53,386	\$53,886
sub level C	\$54,386	\$54,886	\$55,386
CWGA Training Manager - level 4			
sub level A	\$60,000	\$60,500	\$61,000
sub level B	\$65,000	\$65,500	\$66,000
sub level C	\$70,000	\$70,500	\$71,000

## 15.2 Incremental progression

At the conclusion of each twelve month period following the date of effect of the Agreement or entry into a classification and or subsequent anniversary date employees shall be eligible for incremental progression if:

the employee has given satisfactory performance over the preceding 12 months, and

the employee on assessment has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the classification definition for his/her position or other skills where agreed at the performance review and this has been certified to in writing following and as part of the assessment process.

15.2.1 In cases where the anniversary date is delayed the anniversary date shall not be changed and the increase, if any, is to be paid retrospectively to the anniversary date.

15.2.2 Movement to a higher classification shall only occur by way of promotion or reclassification, except for employees below CWGA Training Employee Level 3.

15.2.3 Employees below level CWGA Training Employee Level 3 may progress to the next highest classification where the annual performance review determines that the employee has acquired skills within the ambit of the higher classification and has demonstrated satisfactory performance over the preceding 12 months.

## 15.3 Performance Management

15.3.1 An annual performance review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

- (a) the new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
- (b) any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
- (c) current training needs to be undertaken to meet organisation objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
- (d) Key Performance Indicators (KPI's) required to be met;
- (e) current performance against these KPI's.

15.3.2 An employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence.



#### 15.4 Remuneration packaging

Where mutually agreed between the employer and a full-time or part-time individual employee, an employer may introduce remuneration packaging in respect of salary as outlined in 15.1. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

The value of a remuneration package shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.

#### 15.5 Weekly rates

To ascertain the equivalent weekly rate of the annual rate specified in this clause, such annual rate must be divided by 52.1786

#### 15.6 Payment of wages

All wages shall be paid weekly, fortnightly, four weekly or monthly by electronic transfer in accordance with the arrangements determined by the employer and not more than five days following the end of the pay period.

#### 15.7 Higher duties

Subject to the provisions of this Agreement, an employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Agreement for ten consecutive working days or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification. Where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee shall be paid at the higher classification at the first salary level above their current salary.

#### 15.8 Promotion

Where an employee is promoted from their existing classification to a higher classification, that employee shall be paid, upon commencement in the higher position, at the appropriate rate prescribed by this Agreement.

#### 15.9 Supported wage system

Employees with a disability may be eligible for a supported wage under the terms of this Agreement. Refer to the Central West Group Apprentices Policy Manual for detailed guidelines.

The Supported Wage System means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability.

### **16. Allowances**

#### 16.1 Meal allowance

Employees shall be entitled to a meal allowance at the relevant reasonable rates published by the Australian Taxation Office each year in the following circumstances:

16.1.1 where the employee works in excess of three hours on any of the days upon which ordinary hours are worked; or

16.1.2 where the employee is travelling on work related business overnight or more than 100km from their normal place of residence. Refer to Supporting Documentation Attachment E - Allowances.

## 16.2 First aid allowance

An employee and who is required by his/her employer to perform first aid duty at his/her workplace who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, shall be paid an allowance of \$10.00 per week.

## 16.3 Travelling allowance and reimbursement

16.3.1 Should an employee be required to use their own vehicle on the employer's business, the employee is to receive a vehicle allowance corresponding with the following table:

Engine capacity of motor vehicle	Engine capacity per km by a vehicle powered rotary engine	Allowance (Infrequent use)	Allowance (Regular use)
More than 2600 cubic centimetres (2.6 litres)	More than 1300 cubic centimetres (1.3 litres)	61.0 cents	27.0 cents
More than 1600 cubic centimetres (1.6 litres) but not more than 2600 cubic centimetres (2.6 litres)	More than 800 cubic centimetres (0.8 litres) but not more than 1300 cubic centimetres (1.3 litres)	60.0 cents	25.0 cents
1600 cubic centimetres (1.6 litres) or less	800 cubic centimetres (0.8 litres) or less	50.0 cents	21.1 cents

Regular usage allowances will be paid in respect of a motor vehicle maintained by the employee for private purposes but which the employee may use, with approval from the General Manager, for regular work related business.

These rates will be adjusted annually in line with the current appropriate Australian Taxation Office rates. Refer to Supporting Documentation Attachment E - Allowances.

16.3.2 An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.

16.3.3 Where an employee is called on duty at night or other than their normal hours, or on any non-working day they shall be reimbursed their fares, or if using their own vehicle to travel between home and the place of work, receive a travelling allowance, as set out in 16.3.1 hereof.

16.3.4 Where an employee is required to work at times and/or in places where the use of public transport is not available, or could reasonably be deemed to place the employee in a position of possible personal risk, and the employee is unable to arrange his/her alternative transport, the employer must reimburse the employee for the cost of a taxi fare from the place of work to the employee's usual place of residence.

- (a) This shall not apply if the employer provides suitable transport or authorises the employee to use their own vehicle.

16.3.5 Where an employee uses a motor vehicle under 16.3.1 and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that they would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.

16.3.6 Where an employee uses a motor vehicle under 16.3.1, and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.

16.3.7 The CWGA requires employees to provide a copy of their comprehensive insurance policy and drivers licence for their personnel file.

If CWGA requires an employee to frequently use their private vehicle for work purposes, CWGA reserves the right to negotiate an appropriate annual reimbursement fee with the employee.

#### 16.4 Travelling expenses

An employee required to stay away from home overnight shall be reimbursed the cost of reasonable board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer. Accommodation rates will be referenced to the relevant ATO rates for the city or region where accommodation was required. Refer to Supporting Documentation Attachment E - Allowances.

### 17. Superannuation

17.1 The employer shall comply with all obligations relating to payment of occupational superannuation as provided for under the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and associated Regulations.

17.2 The applicable rates of contribution to a Fund for any employee who earns \$450 gross per month or more are as follows:

Applicable date	Superannuation guarantee contribution rate
1 July 1998	7%
1 July 1999	7%
1 July 2000	8%
1 July 2001	8%
1 July 2002	9%

17.3 Fund shall mean any approved Fund, which meets the requirements of the *Superannuation Industry (Supervision) Act 1993* as a complying Fund for occupational superannuation, which an individual employer chooses in consultation with its employees.

The choice of the fund will be at the discretion of CWGA but will comply with changing legislative requirements about the choice of funds available to an employee.

17.4 Ordinary time earnings for the purposes of this clause, means agreement classification rate, over-agreement payment or casual loading in respect of casual employees.

17.5 Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

#### 17.6.1 Paid leave

Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

- (a) contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

#### 17.6.2 Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

### 17.6.3 Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Workers' Compensation legislation.

## **18. Hours of Work**

### 18.1 Ordinary time hours

The ordinary working hours of employees unless otherwise provided for in this Agreement shall be no more than an average of 35 hours per week to be worked over 140 hours within a work cycle not exceeding 28 days, and not exceeding ten hours in any one day. Where extensive travel is involved employees may agree to work up to twelve hours in a single day but on no more than one occasion per week.

### 18.2 Spread of hours

Ordinary working hours shall be between 7.00 a.m. and 7.00 p.m. Monday to Friday. Exceptions will be negotiated with the General Manager.

### 18.3 Meal break

An employee must take an unpaid meal break of not less than 30 minutes and not greater than two hours to start no later than five hours after commencing duty. Employees shall co-operate with the employer in ensuring that the requirements of the workplace are given priority in the arrangement of meal breaks.

### 18.4 Rest periods

A rest period of ten minutes shall be allowed without deduction of pay each morning between the time of commencing work and the usual meal interval or such other equivalent arrangements agreed between the employee and employer.

### 18.5 Rostered Days Off

Employees will be entitled to 12 Rostered Days Off per year, where an employee has worked additional hours to qualify for a Rostered Day Off as defined in the CWGA Policy Manual.

## **19. Overtime**

Overtime will not normally be paid to employees. However, under certain circumstances some special projects may require employees to work longer hours. These will be approved in advance by the General Manager and paid at the casual rate. The casual rate in this instance is the employee's normal hourly rate plus a 25% loading.

## **20. Annual Leave**

### 20.1 Amount of annual leave

20.1.1 Full-time employees shall be entitled to 140 hours annual leave on full pay for each continuous twelve months' service with an employer.

20.1.2 Subject to alternative arrangements available under 12.5.6, part-time employees shall be entitled to four weeks' paid annual leave calculated pro rata.

20.2 Pro rata annual leave

20.2.1 Any full-time or part-time employee who has completed at least one month's continuous service may, on written application to the employer, be granted annual leave on a pro rata basis prior to the completion of any period of a full twelve months' service. Where such pro-rata annual leave is granted by the employer:

- (a) the employee shall be entitled to payment of annual leave loading in accordance with 20.7 hereof; and,
- (b) the period of pro-rata annual leave shall be deducted from the annual leave otherwise payable at the end of that period of twelve months' service.

20.2.2. Approval of any application for pro-rata annual leave shall be subject to the employer's convenience and will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld.

20.3 Annual leave and public holidays

Annual leave will be exclusive of any of the holidays prescribed in Clause 27 - Public Holidays, and if any holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

20.4 Illness and/or injury and annual leave

Where an employee falls sick or suffers an injury while on annual leave and provides to his/her employer a medical certificate to show that he/she is or was incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days' duration. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

20.5 Arrangements for taking leave

20.5.1 The annual leave provided for in this clause shall be allowed and shall be taken, and, except as provided by 20.6 hereof, payment shall not be made or accepted in lieu of annual leave.

20.5.2 Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.

20.5.3 To mitigate the effects that leave can have on other employees and business processes employees are required to give the employer the following notice when requesting annual leave:

Length of annual leave	Minimum notice to employer
1 day	1 week
1 week	1 month
2 weeks	2 months
Longer than 2 weeks	3 months

20.6 Annual leave and termination of employment

Should an employee not complete any period of twelve months' service, he/she shall, on the termination of his/her employment, provided that he/she has been employed continuously for one month or more, be entitled to pay in lieu of annual leave on a pro rata basis for each completed month of service. Provided

that annual leave loading as described in 20.7, shall not apply in respect of pro rata payments of annual leave entitlements on termination of employment.

#### 20.7 Annual leave loading

In addition to the payments prescribed in this clause, an employee proceeding on annual leave shall receive a loading of 17.5% of annual leave in respect of a period of 140 hours in the case of full-time employees and four weeks in the case of part-time employees or a proportionate amount in respect of a lesser period or periods.

### **21. Personal Leave**

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

#### 21.1 Amount of paid personal leave

21.1.1 Paid personal leave is available to an employee when he or she is absent due to:

- (a) personal illness or injury (sick leave); or
- (b) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- (c) because of bereavement on the death of an immediate family or household member (bereavement leave).

21.1.2 The amount of paid personal leave to which an employee is entitled is set out below under provisions dealing with the types of personal leave described in 21.1.1 above.

#### 21.2 Sick leave

21.2.1 In the event of a full-time employee becoming sick and unfit for duty, and certified as such by a duly qualified medical practitioner, they shall be entitled to 7 hours paid sick leave for each completed month of service. In the case of a part-time employee, their sick leave entitlement shall be a fraction of 7 hours per month based on their weekly hours as a proportion of 35 hours.

21.2.2 In the case of a full-time employee, not more than a total of 21 hours in any one year may be taken without the production of a medical certificate. In respect of a part-time employee this period shall be the equivalent in hours of 60% of their average weekly hours worked.

21.2.3 An employee must take all reasonable steps to notify the employer of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible thereafter.

21.2.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

21.2.5 Sick leave shall be taken in minimum units of one hour.

21.2.6 There shall be no payment of portions of leave not taken, on retirement or termination.

21.2.7 Sickness on a rostered day off

Where an employee is sick or injured on the weekday they are to take off in accordance with rostered day off arrangements they shall not be entitled to sick pay nor will their sick pay entitlements be reduced as a result of the sickness or injury on that day.

### 21.3 Bereavement leave

An employee shall on the death of a person with whom the employee is in a bona fide domestic relationship (e.g. partner) or parent or child, brother, sister, father-in-law or mother-in-law be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work. Reasonable proof of such death shall be furnished by the employee to the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

### 21.4 Carer's leave

#### 21.4.1 Use of sick leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being either:
    - (a) a member of the employee's immediate family; or
    - (b) a member of the employee's household.
- (d) The term immediate family includes
  - (i) a partner (including a former partner, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who lives with the employee as his or her partner on a bona fide domestic basis; and
  - (ii) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or partner of the employee.
- (e) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 21.4.2 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

#### 21.4.3 Annual leave

- (a) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- (b) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

#### 21.4.4 Make-up time

An employee may elect, with the consent of his/her employer, to work make-up time, under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

#### 21.4.5 Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Agreement (Clause 10 - Procedure to avoid industrial disputation).

### **22. Parental Leave**

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

#### 22.1 Definitions

22.1.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

22.1.2 Subject to 22.1.3, in this clause, partner includes a de facto or former partner.

22.1.3 In relation to 22.5, partner includes a de facto partner but does not include a former partner.

#### 22.2 Basic entitlement

22.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For the mother of the child, maternity leave may be taken and for partners, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

22.2.2 Subject to 22.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.



## 22.3 Maternity leave

22.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

22.3.2 When the employee gives notice under 22.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her partner and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

22.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

22.3.4 Subject to 22.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

22.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### 22.3.6 Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave
- (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a partner, may not exceed 52 weeks.

22.3.7 Where leave is granted under 22.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## 22.4 Paternity leave

22.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- (a) that a certificate from a registered medical practitioner which names his or her partner,, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and

- (c) a statutory declaration stating:
  - (i) the employee will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by the employee's partner; and
  - (iii) that for the period of paternity leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

22.4.2 The employee will not be in breach of 22.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 22.5 Adoption leave

22.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

22.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's partner; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

22.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

22.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

22.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.

22.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

## 22.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. In this case, the employer requires at least four weeks prior to the commencement of the changed arrangements and this must comply with the period of notice for leave stipulated in clause 20.5.3.

## 22.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

## 22.8 Transfer to a safe job

22.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

22.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

## 22.9 Returning to work after a period of parental leave

22.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

22.9.2 An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 22.8, the employee will be entitled to return to the position they held immediately before such transfer.

22.9.3 Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## 22.10 Replacement employees

22.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

22.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## **23. Aboriginal and Torres Strait Islander Ceremonial Leave**

23.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to ten working days unpaid leave in any one year. The employee shall be able to establish to the employer that she or he has an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities shall be granted such leave without pay for a maximum period of ten days per year, or for such extension granted by the employer. Such leave shall not affect the employee's entitlement to bereavement leave prescribed by 21.3 of this Agreement.

23.2 Approval of all Aboriginal and Torres Strait Islander Ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.

## **24. Long Service Leave**

All employees shall be entitled to paid long service leave in accordance with the legislation applying in the respective State/Territory in which he/she is employed.

## **25. Jury Service**

- 25.1 A full-time or part-time employee (as defined) required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 25.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **26. Community Service Leave**

- 26.1 At the discretion of the General Manager, paid leave may be granted for community services such as Bush Fire Brigade, Donation of Blood, State Emergency Service or Defence Reserves duties for up to 35 working hours per year.

An employee shall provide the General Manager with documentary evidence that they are required to attend the community service activity, proof of attendance, the duration of attendance and amount received in respect of such service.

If the employee is paid for attendance at the community service activity, then they will be reimbursed by the Group an amount equal to the difference between the amount paid for their attendance for such a services, and the amount of salary they would have received for the ordinary time they would have worked.

Part time employees will be reimbursed for community service where the leave falls on a day that they would normally work.

This clause does not apply to casual employees.

## **27. Public Holidays**

- 27.1 An employee shall be entitled to holidays on the following days without deduction of pay:
- 27.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;  
and
- 27.1.2 the following days, as prescribed in New South Wales:
- Australia Day;
- ANZAC Day;
- Queen's Birthday; and,
- Labour Day; and
- 27.2.1 When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 26 December.
- 27.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 26 December.
- 27.2.3 When New Year's Day or Australia Day (or ANZAC Day in Western Australia only) is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- 27.4 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 27.2.1 and 27.2.2 above, those days shall constitute additional holidays for the purpose of this Agreement.
- 27.6 All indigenous Australian employees shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement in lieu of this day being taken as substituted for a public holiday it may be taken as a Rostered Day off.

## **28. Posting of Agreement**

A copy of this agreement will be provided in each office of the Central West Group Apprentices and be accessible to all employees.

## **29. Calculation of Continuous Service**

29.1 For the purpose of calculating entitlements under this Agreement, service with one particular employer shall be deemed to be continuous notwithstanding:

29.1.1 Absence from work on account of paid leave, which shall be taken into account and counted as time worked;

29.1.2 The end of a funding period for the project; and,

29.1.3 Leave Without Pay

Periods of leave without pay, shall be taken at a time mutually convenient to CWGA and the employee and shall not be regarded as service for the purpose of calculating long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

## **30. Savings Clause**

The making of this Agreement shall not result in the loss of conditions of any persons currently employed, by CWGA at the time of making this Agreement.

## **31. Bonus**

CWGA will offer staff annual performance based bonus payments. The level of bonus payments will be based on demonstrated high performance and the CWGA's ability to pay. The bonus arrangements are detailed in Supporting Documentation - Attachment D Bonus Payments, and may change from time to time.

## **32. Working With Children Screening**

Every new employee will be asked to complete the screening paperwork prior to commencing work with the CWGA in accordance with the Commission for Children and Young People Act 1998 and Child Protection (Prohibited Employment) Act 1998 introduced in July 2000.

## SIGNATORIES

Signed for and on behalf of Central West Group Apprentices

-----  
Scott Ferguson

Chairperson

Date

And,

Signed for and on behalf of the employees of Central West Group Apprentices, Lithgow Group Training and Orana Group Apprentices

-----  
Russell Meadley

Staff Representative

Date

-----  
Murray Brown

Staff Representative

Date

-----  
Allison Jones

Staff Representative

Date

### Supporting Documentation

## ATTACHMENT A

### TRANSITIONAL ARRANGEMENTS

The following arrangements will apply to translating existing Central West Group Apprentices employees from existing arrangements to the new Agreement.

Transition arrangements

In July 2004, all CWGA employees will transfer to the Central West Group Apprentices Enterprise Agreement 2004. The transfer from the existing salary scale to the new salary scale will proceed as follows:

All positions will be mapped and aligned by descriptors against the levels of the salary scale.

Employees will transfer to the salary level as follows:

Employees length of service in current position	CWGA Enterprise Agreement Salary Scale
12 months or less	Sub level A
13 - 24 months	Sub level B
25-36 months	Sub level C (where applicable)
37 months or more	Sub level A of Senior Position

#### Method of adjustment

Where the position description and the classification structure indicate higher rates of pay employees will be transferred to the appropriate level and the salary adjusted as set out below.

Where the position description and the classification structure indicate lower rates of pay employees will be transferred to the appropriate level but will continue to be paid at the higher rate of pay until the amount in excess is absorbed.

No retrospectivity will be payable on translation in respect of any reclassification under the new classification structure.

Where any dispute arises between an employee and respondent with respect to the translation process the matter shall be dealt with in accordance with the dispute settlement procedure.

#### Payment of increases

The payment of salary increases to employees will occur once this agreement has been formally ratified and will be backdated to the 5th July 2004

#### Absorption of over-Agreement payments

Reclassification as a result of the translation process will not always result in an increase in pay.

Where an employee is paid at a higher rate than prescribed by the Agreement (over Agreement payments) incremental payments may be absorbed by the over Agreement payment.

Where employees have a contract of employment for salary packaging such provisions shall continue until the contract expires or is renewed.

Where an existing contract of employment provides for salary packaging or a vehicle is provided as part of the remuneration package, such arrangements shall continue at the date of commencement of the Agreement.

Where a vehicle is currently provided to an employee the employee may not elect to opt out of the arrangement and require a cash equivalent payment of salary equal to the usage of the vehicle unless any such request is agreed to by the Central West Group Apprentices.

#### Attachment B - performance management

##### Objectives of the Performance Management System

The objectives of the performance management system are to:

- Develop key performance indicators in line with the CWGA business and strategic plans.

- Assess individual performance against KPI's

- Evaluate individuals performance in

- Develop the individuals skills

Provide an opportunity for the identification of an employee's training and development needs and for reflection about career planning

Identify training and development needs of individual employees

Recognise and reward individual employees for their performance

Provide a performance rating for eligibility for progression on the CWGA Salary Scale

#### Principles of Performance Management

The principles underpinning the CWGA Performance Management system include:

The system must be relevant to the CWGA's goals and to the responsibilities of the employee's position

The system must be transparent and consistently applied

The system will be implemented for all full time and recurrent employees

The implementation of the system will be supported by training

The process will be negotiated and collaborative between an employee and his or her supervisor

The system will have an appeals mechanism

The system will be monitored, evaluated and modified to maintain its effectiveness and relevance.

#### Performance Management Structure

Performance Management will occur through three meetings per year between an employee and his or her supervisor.

Set up interview	Key performance indicators are developed and explained Discussion and planning for the next twelve months
Interview 1	Performance is measured and rated Discussion reflection and planning A rating is determined for the first rating period
Interview 2	Performance is measured and rated Discussion reflection and planning A rating is determined for the second rating period and for the whole year

An employee's performance will be rated as follows:

Unsatisfactory

Satisfactory

Good

An employee whose performance for the whole year is rated as unsatisfactory will not progress on the salary scale.

An employee whose performance for the whole year is rated as satisfactory or good will progress one sub level on the salary scale.

Any employee who has satisfactory performance at Sub level C in any group training employee level as assessed by the CWGA Performance Management system or who has good performance at both Sub



level A and B through 4 consecutive Performance Management interviews can make a claim for a senior level position.

An employee who is new to the CWGA and who has completed their probationary period and had their employment confirmed may make a claim for a senior position by demonstrating experience and high performance in a similar job with another organisation other than the CWGA.

#### Appeals Mechanism

In the event that there is disagreement between an employee and his or her supervisor in regards to their annual performance management rating the following appeals mechanism will apply.

Step 1	The Operations Manager will repeat the performance management interview and rate the employee's performance against KPIs as per the CWGA Performance Management system.
Step 2	If the Operations Manager gives the employee the same performance rating then the rating stands.
Step 3	If the Operations Manager gives the employee a different performance rating the performance rating will be moderated and confirmed by the General Manager.

## ATTACHMENT C

### SALARY PACKAGING AND VEHICLES

Vehicles included in salary package

These vehicle salary packaging arrangement apply to Group Training Managers Levels 1 to 4 and are based on 40,000 total kilometres travelled in a 12 month period.

The salary package levels are as follows:

Salary Level	Value of the vehicle in package	Estimated private usage %	Indicative Vehicle Type	Usage restrictions
GTM Level 1	\$5,963.60	30 %	Utility	To and from work and weekend use
GTM Level 2	\$6,147.00	30 %	Executive	To and from work and weekend use
GTM Level 3	\$ 7,900.00	40 %	Acclaim	To and from work and full private usage
GTM Level 4	\$8,570.40	40 %	Berlina	To and from work and full private usage

An annual adjustment will be conducted based on the actual kilometres travelled and the split of work/private use. This will ensure that the salary package value stated above is not exceeded.

CWGA reserves the right to change the actual vehicle provided based on the most cost effective government contract purchasing arrangements available at the time.

Tool of Trade vehicles - transitional arrangements

As a transitional arrangement all Field Officers working for CWGA on 19th April 2004 will be provided with a Tool of Trade utility for the duration of their employment with CWGA as a Field Officer.

Field Officers will be able to garage these vehicles at their home (that is use them to travel to and from work) but will not have other private use of the vehicle. These arrangements will commence on July 5th 2004.

This will replace the arrangements where Field Officers were required to use their own vehicles for work and were given a car allowance.

As new staff take up Field Officer positions these arrangements will be phased out and the fleet will be "right sized" to the requirements of the business at that point in time, with the most senior Field Officers being able to garage available Tool of Trade vehicles.

In some instances existing Field Officers have a sedan as part of their current employment arrangement, in these instances the savings clause detailed in Attachment A apply.

## **ATTACHMENT D**

### **BONUS PAYMENTS**

CWGA will offer staff annual performance based bonus payments. The level of bonus payments will be based on demonstrated high performance and the CWGA's ability to pay.

The points awarded through the CWGA performance management system will affect an individual's share of the bonus. The size of the bonus pool will be determined by the surplus generated by each profit centre. Any employee who is a member of a profit centre will be eligible to share in the bonus for that profit centre.

#### Bonus Formula

The formula for the payment of the bonus is as follows:

$$\text{Bonus pool} \quad \text{Eligible employees performance management points} \quad = \quad \text{Bonus share}$$

Example:

For example, a bonus pool of \$10,000 would be split would be split amongst 3 employees as follows:

Bonus pool	Performance Mgt points	Bonus share
\$10,000	10 points	\$1,000
Employee A	4 points	\$4,000
Employee B	4 points	\$4,000
Employee C	2 points	\$2,000

#### Principles

A bonus will only be paid if the annual financial result for CWGA is in surplus.

The payment of the bonus must not result in an organisational deficit. In this instance bonus payments will be adjusted pro-rata.

The bonus will only be paid to employees employed by CWGA when the bonus is actually paid.

The upper limit for a bonus payment will be 15% of salary.

20% of any surplus generated by a CWGA profit centre in any financial year will be contributed to the bonus pool for that profit centre.

Those employees not linked to a profit centre will be eligible for the bonus pool generated by the organization as a whole. The size of this bonus pool will be adjusted annually so that the maximum value of the bonus can not exceed 15% of salary of participating employees.

A profit centre that for sound business reasons may not plan to make a profit in a given year may be eligible for the bonus if Key Performance Indicators are met. This will be determined on a case by case basis by the Executive Management Team.

## Procedure

The allocation of corporate costs to a profit centre will be made explicit in the annual budget process and will be fair and equitable.

The bonus system will be audited as part of the external audit to ensure the accuracy of the bonus pool calculations.

The bonus will be paid within two weeks after the CWGA Annual General Meeting

## **ATTACHMENT E**

### **ALLOWANCES**

CWGA will reimburse employees the following allowances as determined by the ATO for work related expenses.

Current reasonable daily travel allowances - Tier 2 County Centre

Expense	ATO Allowance
Accommodation	\$79.00
Breakfast	\$17.70
Lunch	\$19.75
Dinner	\$34.05
Incidentals	\$13.85

These rates will be adjusted annually in line with the current ATO rates.

Process for claiming allowances and actual expenses

CWGA employees will be able to claims allowance amounts or actual expenses incurred.

Allowances

To claim allowance amounts employees will be required to complete a CWGA Claim Form and submit it to the Financial Manager. Employees will receive reimbursement as part of their next pay.

Actual expenses

To claim actual expenses incurred, employees will be required to complete a CWGA Claim Form and attach receipts for expenses incurred. Employees will receive reimbursement as part of their next pay.

The full allowances can be found at the ATO website [www.ato.gov.au](http://www.ato.gov.au)

## **ATTACHMENT F**

### **ANTI-DISCRIMINATION**

It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.

It follows that in fulfilling their obligations under the dispute resolution prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operations of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.