



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia - Electrical, Energy and
Services Division - South Australian Divisional Branch**
(AG2017/565)

CEPU ADMINISTRATION TEAM ENTERPRISE AGREEMENT 2017

Clerical industry

COMMISSIONER ROE

MELBOURNE, 23 MARCH 2017

Application for approval of the CEPU Administration Team Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *CEPU Administration Team Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Communications Electrical Electronic Energy Postal Plumbing and Allied Services Union of Australia (CEPU) Electrical Energy and Services Division – South Australian Branch. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement was approved on and, in accordance with s.54, will operate from 30 March 2017. The nominal expiry date of the Agreement is 30 March 2020.



COMMISSIONER

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CEPU SA Administration Team

Enterprise Agreement 2017



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Part 1— Application and Operation

1. Title and Period of Operation

- 1.1 This Enterprise Agreement is the *CEPU Administration Team Enterprise Agreement 2017*.
- 1.2 This Agreement takes effect seven days after approval by the Fair Work Commission and will remain in force for a period of three years from the date of approval.

2. Definitions and interpretation

In this Enterprise Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

Award means the *Clerks – Private Sector Award 2010*

clerical work includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

immediate family: the following are members of an employee's immediate family:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

long term casual employee is a national system employee who, at a particular time:

- a) is a casual employee; and
- b) has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

3. Coverage and Parties Bound

- 3.1 This Enterprise Agreement will apply to the employer and to its employees who are solely or largely engaged in clerical and administrative duties.

3.2 The parties bound to this Agreement are:

- The Employer or The Communications Electrical Electronic Energy Postal Plumbing and Allied Services Union of Australia (CEPU) Electrical Energy and Services Division - South Australian Branch;
- The Employees; and
- Australian Municipal, Administrative, Clerical and Service Union.

4. Access to the Enterprise Agreement and the National Employment Standards

The employer must ensure that copies of this Agreement, the Award, and the provisions of the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

5. Relationship to Award and the National Employment Standards

- 5.1** This Agreement will be read wholly in conjunction with the *Clerks – Private Sector Award 2010* (henceforth referred to as “the Award”), provided that where there is any inconsistency between this Agreement and the Award, this Agreement will take precedence to the extent of that inconsistency.
- 5.2** This Agreement will be read wholly in conjunction with the National Employment Standards, provided that the more generous provision (as it applies to the employee) will always apply.
- 5.3** Provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

6. Enterprise Agreement flexibility

- 6.1** Notwithstanding any other provision of this Enterprise Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Enterprise Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- a) Hours of work

- 6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 6.3 The agreement between the employer and the individual employee must:
- a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
 - b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4 The agreement between the employer and the individual employee must also:
- a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b) state each term of this Enterprise Agreement that the employer and the individual employee have agreed to vary;
 - c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - e) state the date the agreement commences to operate.
- 6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8 The agreement may be terminated:

- a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between the employer and the individual employee.

6.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Enterprise Agreement.

7. Right to Request Flexible Working Arrangements

7.1 Under the NES, a permanent employee with at least 12 months continuous service, or a long term casual employee with a reasonable expectation of continuing employment on a regular and systematic basis may be eligible to request flexible working arrangements. Flexible working arrangements can include changes in hours of work, patterns of work or work location.

7.2 The employee may request a change in working arrangements if any of the following circumstances apply to them:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

7.3 The employee's request must be made in writing and set out the details of the change sought and of the reasons for the change. The employer must give a written response to the employee within 21 days, stating whether the employer is accepting or rejecting the request. The employer may only refuse the request on reasonable business grounds. If the employer refuses the request, the written response must include reasons for the refusal.

- 7.4 In the event of a disagreement arising from the outcome of this clause, including whether the employer had reasonable business grounds, the matter may be settled using the dispute settlement procedure of this Agreement.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 This term applies if the employer:

- a) is seriously considering the introduction of a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

8.2 Major Change

For a major change referred to in paragraph 8.1a):

- a) the employer must notify the Union and relevant employees of the proposal to introduce the major change; and
- b) subclauses 8.3 to 8.8 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation ; and
- b) the employee or employees advise the employer of the identity of the representative;
- c) the employer must recognise the representative.

8.4 As soon as practicable, the employer must:

- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

8.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

8.8 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.
- (h) changes to the legal or operational structure of the employer or business.

8.9 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 8.1b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 8.10 to 8.14 apply.

8.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.11 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

8.12 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.15 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause 8.1.

9. Dispute resolution

- 9.1 If a dispute arises about this Agreement, the NES (including subsections 65(5) or 76(4)), or any other work-related matter (including a dispute about whether a workplace right has been breached), in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution. In resolving a dispute, FWC may:
- (a) use any of its powers (including arbitration powers); and
 - (b) without limiting (a) above, where the matter in dispute concerns a decision made by the employer, FWA may conduct a merits review and stand in the shoes of the employer and make a fresh decision to resolve the dispute.
- 9.3 Employees are entitled to be represented by a representative of their choice, including their union. The employer will recognise the representative for all purposes involved with the resolution of the dispute and will allow them to perform their role as representative.
- 9.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 9.5 While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 9.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

10. Positive Employee Relations and Union Delegate Recognition

- 10.1 The employer will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 10.2 The employer recognises the role that workplace union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.

On being notified in writing by the union that an employee has been appointed as a union delegate the employer will recognise the employee as a union delegate of the union and allow them:

- Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent union members in the workplace;
- Reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with employees and the union.
- Reasonable private access to union members to discuss union business and to non-union members for recruitment purposes.
- Reasonable access to representatives of the employer for the purpose of resolving issues of concern to union members.
- Accessible space to display notices.
- At or near to the commencement of new employees, the employer will give those new employees the name of the current union delegates.

10.3 A union delegate, or an employee nominated by the union, is entitled to paid leave of absence of up to five days per person per annum to attend trade union training or specific union training courses approved by the respective union.

- a) The application to the employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training
- b) The granting of leave pursuant to this clause is subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this subclause to avoid an obligation under this clause.
- c) Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.
- d) Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-Enterprise Agreement payment, superannuation and shift loading, which otherwise would have been payable.
- e) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the union.
- f) An employee may be required to satisfy the employer of attendance at the course to qualify for payments of leave.

- g) An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.

In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedure of this Agreement.

11. Performance Management and Discipline

- 11.1 Where the employer has concerns about a worker's behaviour or performance, the employer will address the issue in accordance with the disciplinary process outlined below.
- 11.2 The intent of this process is:
- To provide a fair and transparent process for dealing with concerns as to performance or behaviour in the workplace, and;
 - To ensure that workers are offered a genuine opportunity to improve or remedy any issues that may arise in relation to their work performance or behaviour.
- 11.3 The employer will not escalate the issue from one step to the next without first allowing the worker such time as is reasonable in all of the circumstances to improve or remedy their performance or behaviour.
- 11.4 The employer will take any mitigating circumstances into account in considering whether or not to take disciplinary action, or to escalate the issue from one step to the next. Such mitigating circumstances may include, for example, the worker's health, workload, or personal circumstances.
- 11.5 The employer will not limit the capacity of the worker to talk to others about the disciplinary process or issue unless it is necessary to the proper investigation of the matter, or to protect the health and safety of others.
- 11.6 The employer will, at all stages of the process outlined below, genuinely and constructively seek to resolve the issue and avoid escalation within the disciplinary process. The employer will consider what alternatives to disciplinary action may resolve or assist in resolving the issue. Such alternatives may include, but are not limited to, training, mediation, and the commencement of a performance management plan.
- 11.7 At any stage of the disciplinary process, the employer may consider commencing a performance management plan. Any such plan will remain in place for no more than three months, except by agreement between the employer and worker. The performance

management plan should set goals for the employer and worker which are specific, measurable, achievable, and reasonable in all of the circumstances.

- 11.8 Each of the steps outlined below must be followed, and no step may be missed, except in circumstances where it could reasonably be concluded that the worker's behaviour constitutes serious and wilful misconduct.
- 11.9 Where the process below has been invoked by the employer in relation to a particular issue, the employer will not seek to advance to the next step of the process on the basis of a new or dissimilar issue.
- 11.10 Step 1: Informal discussion
- a) Where the employer has concerns about a worker's behaviour or performance, the employer will first raise these concerns with the worker informally.
 - b) The employer will informally raise the issue as soon as possible after the issue has occurred, or as soon as possible after it could reasonably be expected that the employer became aware of the issue.
 - c) If the issue is unable to be resolved through informal discussions, the employer will allow the worker such time as is reasonable in the circumstances to improve their performance or behaviour before moving to the next step outlined below.
- 11.11 Step 2: Formal discussion (which may result in first warning)
- a) Where, after following Step 1 above, the employer continues to hold concerns about aspects of a worker's behaviour or performance (which are the same or similar to those concerns raised in Step 1 above) the employer will notify the worker of its intention to formally meet and discuss the issue.
 - b) The employer will provide the worker with written notice of the specific matters to be discussed at the meeting, and any examples that the employer intends to rely upon.
 - c) The employer will notify the worker of the proposed time and date of the meeting, which will be no less than 72 hours after the provision of the written notice referred to above.
 - d) The employer will notify the worker of his or her right to be represented by an ASU official or delegate during the meeting, or to be supported by another person of the worker's choosing, and will allow the worker such time as is reasonable to arrange for that person to attend.
 - e) The employer will offer the worker a genuine opportunity to respond to the issue free of pre-judgment or duress.

- f) If the issue is unable to be resolved through formal discussions, the employer may take disciplinary action up to and including the provision of a warning. The employer will also provide the worker with clear guidance as to its expectations moving forward.
- g) Following the formal discussion, the employer will allow the worker such time as is reasonable in the circumstances and, in any event, no less than a period of four weeks, to improve their performance or behaviour before moving to the next step outlined below.
- h) The disciplinary action, if any is taken, will remain valid for a period of no more than 12 months after which time it will expire and cease to be kept on the worker's personnel file.

11.12 Step 3: Second formal discussion (which may result in second warning)

- a) Where, after following Step 2 above, the employer continues to hold concerns about aspects of a worker's behaviour or performance (which are the same or similar to those concerns raised in Steps 1 and 2 above) the employer will notify the worker of its intention to formally meet and discuss the issue.
- b) The employer will abide by the provisions in 11.11 b) – h) above in relation to the second formal discussion.

11.13 Step 4: Third formal discussion (which may result in dismissal)

- a) Where, after following Step 3 above, the employer continues to hold concerns about aspects of a worker's behaviour or performance (which are the same or similar to those concerns raised in Steps 1, 2, and 3 above) the employer will notify the worker of its intention to formally meet and discuss the issue.
- b) The employer will provide the worker with written notice of the specific matters to be discussed at the meeting, and any examples that the employer intends to rely upon. The employer will also notify the worker that the formal discussions may lead to dismissal.
- c) The employer will notify the worker of the proposed time and date of the meeting, which will be no less than one week after the provision of the written notice referred to above.
- d) The employer will abide by the provisions in 11.11 d) and e) above in relation to the third formal discussion.
- e) If the issue is unable to be resolved through formal discussions, the employer may take disciplinary action up to and including dismissal.

11.14 The employer will in every way uphold laws surrounding the termination of employment, including unfair dismissal laws and nothing in this procedure is to be taken to be set aside or reduce the protective impact of those laws.

Part 3—Types of Employment and Termination of Employment

12. Types of employment

12.1 Employment categories

- (a) Employees under this Enterprise Agreement will be employed in one of the following categories:
 - (i) full-time employment;
 - (ii) part-time employment; or
 - (iii) casual employment.
- (b) At the time of engagement, an employer will inform each employee the basis of their employment. An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification.

12.2 Full-time employment

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

12.3 Part-time employment

- (a) A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) The terms of this Enterprise Agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- (c) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- (d) All time worked in excess of the hours as agreed or varied under clause 12.3c) will be overtime and paid for at the rates prescribed in clause 26 of this Agreement.
- (e) The minimum period of engagement for a part-time employee is three hours.

12.4 Casual employment

- (a) A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.
 - (b) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- (i) The minimum period of engagement of a casual employee is three hours.

13. Termination of employment

13.1 Notice specifying day of termination

The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination, which cannot be a date before the day the notice is given.

13.2 Amount of notice or payment in lieu of notice

- a) The employer must not terminate the employee's employment unless:
 - (i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under 13.2(b) or
 - (ii) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- b) Work out the minimum period of notice as follows:
 - (i) first, work out the period using the following table:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

13.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on their age.

13.4 Job search entitlement

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

14. Redundancy

14.1 An employee (other than a casual employee) is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer; or
- (c) because of the reduction, cessation or unsustainability of funding to the employer.

14.2 The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Redundancy pay period

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks

At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

14.3 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 instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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.
- (b) 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.4.

Part 4—Minimum Wages and Related Matters

15. Classifications

- 15.1 Classification levels, definitions and indicative tasks are contained in the Award.
- 15.2 The employer must advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16. Salary Packaging

Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as provided for in clause 17. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Enterprise Agreement.

17. Minimum weekly wages

Applicable gross weekly and hourly wage rates:

Classification	Relativity	Per week \$	Per hour \$	With 25% casual loading
Level 1	0	\$950.00	\$25.00	\$31.25
Level 2	L1 +10%	\$1045.00	\$27.50	\$34.38
Level 3	L2 + 5%	\$1201.94	\$31.63	\$39.53
Level 4	L3 + 5%	\$1442.10	\$37.95	\$47.44
Level 5	L4 + 2.5 %	\$1766.62	\$46.49	\$58.11

The Support Wage system (Schedule C) of the Award applies.

The National Training Wage (Schedule D) of the Award applies.

17.1 Wage Increases

The wages set out in the table above will be increased annually from the first full pay period after the 1st of January 2017. Wage rates will be increased by an amount set the CEPU SA State Council or by the Australian Bureau of Statistics September CPI % change figure for Adelaide, whichever is greater.

18. Allowances

Employees will be paid any applicable allowances in accordance with the Award as at July 2016.

18.1 Adjustment of allowances

- a) The First Aid Allowance will be adjusted annually by the pay increases outlined in clause 17.1 of this Agreement.
- b) The allowances in this Agreement will not fall below the equivalent allowances in the Award.

18.2 Meal allowances

- a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as prescribed in the Award in addition to any overtime payment as follows:
 - (i) when required to work more than one hour after the usual finishing hour of work; and
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance as prescribed in the Award will be paid.
- b) Clause 18.2(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- c) On request, meal allowance will be paid on the same day as overtime is worked.

18.3 First aid allowance

- a) First aid allowance—full-time employees

An employee who has been trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance Australia or a similar body and is appointed by an employer to perform first aid duty must be paid the weekly allowance prescribed by the Award as at July 2016 and varied by virtue of clause 18.1(a) of this Agreement.

- b) First aid allowance—casual and part-time employees

The first aid allowance in 18.3a) will apply to eligible part time and casual employees on a pro rata basis, on the basis that the ordinary weekly hours of work for full-time employees are 38.

18.4 Travelling, transport and fares

- a) Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate prescribed by the Award.
- b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- c) Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 18.4(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

19. Uniforms

- 19.1 Employees will, on request, be supplied with an adequate number of uniforms appropriate to the occupation and free of cost to employees. Such items are to remain the property of the employer but are to be laundered and maintained by the employee. The uniforms are to be supplied on the condition that they are worn, in the case of a full-time employee, on at least three out of five working days each week. In the case of part-time employees, this requirement will be reduced by the employer accordingly.
- 19.2 An adequate number of uniforms will, for a full-time employee, mean an initial allocation of three tops, two bottoms, and a jumper with a 'top up' every 12 months. In respect of a part-time employee, this quantity may be reduced by the employer accordingly.

20. Superannuation

20.1 Superannuation legislation

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the default fund specified in this Agreement applies.

- b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

The employer will make monthly superannuation contributions on behalf of eligible employees of 12%, or greater where agreed, into the employees nominated or default superannuation fund.

20.3 Voluntary employee contributions

- a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- c) The employer must pay the amount authorised under clauses 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

The employer is required to make the superannuation contributions provided for in clause 20.2 to the fund of the employee's choice. If the employee does not nominate a fund, the default fund will be cbus superannuation.

20.5 Salary Sacrifice to Superannuation

- a) An employee may elect to sacrifice a portion of their salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- c) The employer will not use any amount that is salary sacrificed by an employee to count towards obligation to pay contributions under the Superannuation guarantee legislation.

- d) Contributions payable by the employer in relation to the Superannuation Guarantee legislation will be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- e) Any additional superannuation contributions made in accordance with this clause will be paid into the same superannuation fund that receives the employer's Superannuation Guarantee contributions.
- f) Any allowance, Penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

20.6 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3:

- a) Paid leave—while the employee is on any paid leave;
- b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

21. Payment of wages

Wages will be paid weekly or fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

22. Income protection

The employer will make contributions to an income protection scheme on behalf of employees. The scheme shall be the JLT (Electrical & Plumbing) Discretionary Trust - Bronze level of cover unless otherwise agreed.

Part 5—Hours of Work and Related Matters

23. Ordinary hours of work

23.1 Ordinary hours of work

- a) The ordinary hours of work for day workers will be 38 hours per week or an average of 38 hours per week and will be worked either:
 - (i) in a week of five days in shifts not exceeding eight hours each;
 - (ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
 - (iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- b) By agreement, the ordinary hours in clause 23.1(a) may be worked up to 10 hours per shift.
- c) By agreement, the employee may work 40 hours per week where 2 hours per week are 'banked' to provide one paid rostered day off ever 4 weeks. Rostered days off shall be taken at a time agreed by the employee and the employer. Rostered days off must be taken during the calendar year they are accrued.

23.2 Span of hours

- a) The ordinary hours of work for day workers may be worked from 8.30am to 5.00pm Monday to Friday.
- b) Employees may apply to the employer to alter the span of their normal hours of work and the employer will consider the request. The final decision as to whether to grant a variation to the span of an employee's normal hours and the conditions to apply will be at the employer's discretion and subject to the employee's agreement. The matters which the employer will take into consideration when making such a decision will include:
 - (i) the extent to which the change will affect, either adversely or positively, the employee's ability to fulfil the requirements of their position;
 - (ii) the reason the employee is requesting the change;
 - (iii) the views of the employee's direct supervisor;
 - (iv) the extent to which the employee has demonstrated flexibility in their approach to working hours in the past and is able to continue to demonstrate flexibility to working hours;

- (v) the length of service and past performance of the employee;
- c) In the event of an agreement to vary the employee's span of hours being reached the terms of the agreement will be reduced to writing and signed by the employer and the employee concerned.

24. Saturday and Sunday work

Employees will be paid for work on weekends in accordance with the overtime provisions in clause 26 of this Agreement.

25. Breaks

25.1 Meal breaks

- a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.

25.2 Tea breaks

- a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.
- b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- c) Tea breaks will count as time worked.

26. Overtime and penalty rates

26.1 Overtime rates

- a) Full-time employees

An employee who works in excess of the ordinary hours on any day or shift prescribed in clause 20 will be paid at the rate of:

- (i) time and a half for the first two hours; and
- (ii) double time thereafter.
- b) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
- c) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and

26.2 Time off instead of payment for overtime

By mutual agreement, an employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- a) time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued;
- b) where it is not possible for an employee to take the time off instead of payment for overtime within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made; and
- c) an employee cannot be compelled to take time off instead of payment for overtime.

26.3 Rest period after overtime

- a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- b) If, on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

26.4 Recall to work overtime

An employee recalled to work overtime after leaving the employer's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

26.5 Rest break during overtime

- a) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- b) The meals referred to in clause 26.5a) will be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as prescribed in clause 18.2, will be paid to the employee concerned.

27. Higher duties

- 27.1 An employee who is called upon to perform the duties of another employee in a higher classification under this Agreement will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

28. Family and caring friendly work arrangements

- 28.1 The employer supports arrangements that enable staff to achieve personal work/life balance while also facilitating the best outcomes for the union and its members. Changing demographics, social norms, and family structures mean that employers of choice increasingly will be characterised as those that can demonstrate a real commitment to flexible and family friendly work arrangements.
- 28.2 The employer will assist staff in meeting parent/carer obligations by allowing staff to leave during work hours to drop off or pick up children should reasonable alternative arrangements not be available and by providing a safe and welcoming place in the building for independent age children to access, particularly in post school hour or vacation periods.

29. Breastfeeding entitlements

- 29.1 The Employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 29.2 The Employer recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.

- 29.3 The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 29.4 The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing:
- flexible work arrangements to support breastfeeding; and
 - access to lactation breaks and support facilities.
- 29.5 Provision of flexible work arrangements to support breastfeeding
- a) The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented only with the consent of the breastfeeding mother.
 - b) These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.
 - c) The Employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.
- 29.6. Providing access to lactation breaks and support facilities
- a) The Employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
 - b) Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
 - c) The Employer will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

Part 6—Leave and Public Holidays

30. Annual leave

30.1 Quantum of leave

For each year of service, an employee is entitled to 5 weeks paid annual leave which accrues progressively and accumulates from year to year.

30.2 Annual leave loading

- a) In addition to their ordinary pay, employee's will be paid an annual leave loading of 20.0% of their ordinary rate of pay.
- b) When an employee's employment ends, the employer must pay the employee for any untaken annual leave, inclusive of leave loading.

30.3 Taking paid annual leave

Paid annual leave may be taken by agreement between an employee and the employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

30.4 Employee not taken to be on paid annual leave at certain times

- a) An employee is not taken to be on paid annual leave for any day or part-day that is a public holiday in the place where the employee is based for work purposes.
- b) An employee is not taken to be on paid annual leave for any period of any other leave (other than unpaid parental leave), including:
 - (i) Personal/Carer's Leave
 - (ii) Compassionate Leave
 - (iii) Long Service Leave
 - (iv) Paid Parental Leave
 - (v) a period of absence for Community Service Leave.

31. Paid Personal/carers leave

31.1 Personal/carer's leave will be taken as follows:

- a) For each year of service, an employee other than a casual employee is entitled to 10 days of paid personal/carer's leave.
- b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- c) If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

31.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- b) To provide care or support to a member of the employee's immediate family or household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

31.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

32. Unpaid carer's leave

32.1 Entitlement to unpaid carers leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

32.2 Taking unpaid carer's leave

- a) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- b) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take a paid personal/carer's leave.

33. Compassionate Leave

33.1 Entitlement to compassionate leave

An employee is entitled to two days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

33.2 Taking compassionate leave

- a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (ii) after the death of the member of the employee's immediate family or household.
- b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee the employer agree.

- c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

33.3 Payment for compassionate leave

If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

34. Notice and evidence requirements for Personal / Carer's Leave and Compassionate Leave

34.1 Notice

- a) An employee must give the employer notice of the taking of personal / carer's leave or compassionate leave under this Agreement.
- b) The Notice must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.

34.2 Evidence

If required by the employer, an employee who has given the employer notice of the taking of leave must give the employer evidence that would satisfy a reasonable person that the leave was taken for a reason specified in clause 31 or for a permissible occasion in circumstances specified in 32 or 33.

35. Community service leave and jury service

35.1 An employee who engages in an eligible community service activity other than jury service, as defined in the NES, is entitled to be absent from their employment to engage in the activity, reasonable travel time associated with the activity and reasonable rest time after the activity. This clause is subject to the evidence requirements in the NES.

35.2 Employees (other than casual employees) who are required to attend jury service will be paid at their base rate of pay for the employee's ordinary hours of work for the first ten days of absence.

- 35.3 The employer may require the employee to give the employer evidence that would satisfy a reasonable person that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled, of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable to the employee for the period of jury service.
- 35.4 The amount payable to the employee may be reduced by the amount of jury service pay received for the first ten days of service, except for any expense-related allowances.

36. Long service leave

- 36.1 Employees will be provided with long service leave in accordance with the *Long Service Leave Act 1987* (SA) or successor legislation.

37. Parental Leave

Parental Leave is provided for in the NES.

An employee with at least 12 months continuous service, including long term casual employees with a reasonable expectation of ongoing employment, may be entitled to Parental Leave under the NES. The NES provides for:

- a) Birth related leave;
- b) Adoption related leave;
- c) Entitlement to unpaid parental leave;
- d) Extending unpaid parental leave;
- e) Pregnancy ends (other than by birth of a living child) or child born alive dies;
- f) Keeping in touch days;
- g) Unpaid special maternity leave;
- h) Transfer to a safe job;
- i) Paid no safe job leave;
- j) Unpaid no safe job leave;
- k) Consultation with employee on unpaid parental leave;
- l) Return to work guarantee;

- m) Replacement employees;
- n) Unpaid pre-adoption leave.

To avoid any doubt, nothing in this clause detracts from any rights an employee may have under the *Paid Parental Leave Act 2010* (Cth) or similar legislation.

38. Public holidays

38.1 The following conditions apply for public holidays.

38.2 The following are public holidays:

- a) each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Monday;
 - (v) 25 April (Anzac Day)
 - (vi) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (vii) Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (viii) 25 December (Christmas Day);
 - (ix) 26 December (Boxing Day);
- b) Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the regulations from counting as a public holiday.

38.3 Payment for absence on a public holiday

Where an employee is absent from his or her employment on a day or part day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part day.

38.4 Payment for working on a public holiday

- (a) An employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.
- (b) Payments under this clause are instead of any additional rate for shift or overtime work which would otherwise be payable had the shift not been a public holiday.

39. Ceremonial leave

An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

40. Study leave

40.1 Study Leave may be granted to employees for training and/or professional development purposes. It is expected that the proposed course of study will directly benefit the employees in the performance of their present position and/or is relevant to the employees in developing their career path.

40.2 The granting of Study Leave will be at the discretion of the employer but will not be withheld unreasonably.

40.3 Employees granted study leave will have the ability to take, during paid time, up to three hours paid leave per week for required course attendance or participation and such additional time as is reasonably necessary to travel within the metropolitan area to undertake such study.

41. Family Violence Leave

41.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

41.2 Definition of Family Violence

(a) The employer accepts the definition of Family Violence as stipulated in the Domestic Violence Act 1994 (SA). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

41.3 General Measures

(a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

(b) All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

(c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.

(e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.

(f) Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.

(g) The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

41.4 Leave

(a) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

41.5 Individual Support

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

- (i) changes to their span of hours or pattern or hours and/or shift patterns;
- (ii) job redesign or changes to duties;
- (iii) relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

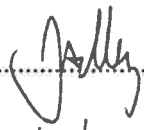
Signatures

Signed for and on behalf of the Employer:


Full Name: JOHN PATRICK ANLEY

Address: 312 SOUTH RD RICHMOND SOUTH AUSTRALIA

Position Held: CEPU SA BRANCH SECRETARY

Signature: 

Date: 22/2/17




Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Service Union:

Full Name: JOSEPH BENEDICT SCALES

Address: 5-9 Rundle St, Kent Town SA

Position Held: SECRETARY

Signature: 

Date: 23/02/17

