

# PROFESSIONAL ENGINEERS (GENERAL INDUSTRIES) AWARD

This is a consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the INDUSTRIAL AND EMPLOYEES RELATIONS ACT 1994.

## Award Information

Commissioner M. G. McCutcheon  
Matter No. 203 of 1984

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OPDATE 12:11:99 1<sup>st</sup> pp on or after

#### CLAUSE 1.1 TITLE

OPDATE 12:11:99 1<sup>st</sup> pp on or after

This Award is known as the Professional Engineers (General Industries) South Australia - State Award.

#### CLAUSE 1.2 ARRANGEMENT

OPDATE 12:11:99 1<sup>st</sup> pp on or after

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#### CLAUSE NUMBER

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**CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**1.3.1** This Award applies throughout the State of South Australia. Except as provided in subclause 1.3.2 this award is binding on the industry of the occupation of any person employed as a Professional Engineer, whether as employers or employees and whether members of an association or not.

**1.3.2** This award is not binding on:

**1.3.2.1** Any person who is employed in or by a "Public Sector Agency" as defined in Section 3(1) of the Public Sector Management Act, 1995;

**1.3.2.2** those persons who are for the time being subject to an enterprise agreement and/or Award within the meaning of the Industrial and Employee Relations Act 1994.

**CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

This award came into force on 1st January 1985 and remains in force until amended, rescinded or replaced.

**CLAUSE 1.5 DEFINITIONS**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 1.5.1 Association** means The Association of Professional Engineers, Scientists and Managers, Australia.
- 1.5.2 Professional Engineering Duties** means duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a Graduate Member of The Institution of Engineers, Australia.
- 1.5.3 Professional Engineer** means an adult person qualified to carry out professional engineering duties as above defined. The term ‘professional engineer’ embraces and includes ‘qualified engineer’ and ‘experienced engineer’ as defined.
- 1.5.4 Qualified Engineer** means a professional engineer other than an ‘experienced engineer’ as defined, that is, it means a person who is or is qualified to become a graduate member of The Institution of Engineers, Australia.
- 1.5.5 Graduate** means a ‘Qualified Engineer’ who is the holder of a University Degree (four or five years course) recognised by The Institution of Engineers, Australia, or is the holder of a degree, diploma or other testamur which:
- 1.5.5.1** has been issued by a Technical University, an Institute of Technology, a European Technical High School (Technische Hochschule) or Polytechnic, or other similar educational establishment.
  - 1.5.5.2** is recognised by the Institution as attaining a standard similar to a University degree:
  - 1.5.5.3** and has been issued following:
    - 1.5.5.3.1** a course of not less than four years’ duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian University;
    - or
    - 1.5.5.3.2** a part-time course of sufficient duration to attain a similar standard as a four-year full-time course, after a similar standard of secondary education.
- 1.5.6 Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a Member of The Institution of Engineers, Australia. The qualifications are as follows:
- 1.5.6.1** the Engineer is a Member of the said Institution, or
  - 1.5.6.2** the Engineer, having graduated in a four-year or a five-year course at a University recognised by the said Institution, has had four years experience on professional engineering duties since becoming a qualified engineer, or
  - 1.5.6.3** the Engineer, not having so graduated, has had five years of such experience.

**PART 2 - AWARD FLEXIBILITY**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISION**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**2.1.1** In this clause a “relevant union” means an organisation of employees that:

**2.1.1.1** is party to this award; and

**2.1.1.2** has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

**2.1.2** At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each relevant union is entitled to be represented.

**2.1.3** The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.

**2.1.4** The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

**2.1.5** Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Commission. The agreement will be made available in writing, to all employees at the enterprise or workplace and to the unions party to this award.

**2.1.6** When this award is varied to give effect to an agreement made pursuant to this clause the variation becomes a schedule to this award and the variation takes precedence over any provision of this award to the extent of any expressly identified inconsistency.

**2.1.7** The agreement must meet the following requirements to enable the Commission to vary this award to give effect to it:

**2.1.7.1** that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

**2.1.7.2** that the majority of employees covered by the agreement genuinely agree to it.

**2.1.7.3** that the award variation necessitated by the agreement meets the requirements of Section 79 of the Industrial & Employee Relations Act 1994.



**PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 3.1 SETTLEMENT OF DISPUTES**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 3.1.1** Where an employee or an Association representative has submitted a request concerning any matter directly connected with employment to management and that request has been refused, the employee may, if so desired, ask the Association representative to submit the matter to senior management and the matter will then be submitted by the Association representative to the appropriate executive of the employer concerned.
- 3.1.2** If not settled at this stage, the matter will be formally submitted by the State Secretary of the Association to the Employer.
- 3.1.3** If not settled at this stage, the matter will then be discussed between such representative of the Association as the Association may desire and the employer, who may be accompanied by or represented by such officers or representatives of an Association of Employers as the employer may desire.
- 3.1.4** If the matter is still not settled, it may be submitted to the Commission.
- 3.1.5** Where the above procedures are being followed, work will continue normally. No party is prejudiced as to final settlement by the continuance of work in accordance with the sub-clause.



**PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 4.1 ANTI-DISCRIMINATION**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 4.1.1** It is the intention of the parties to this award to achieve the principal object in section 3(m) of the Industrial and Employee Relations Act 1994 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.1.2** Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.1.3** Nothing in this clause is to be taken to affect:
- 4.1.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
  - 4.1.3.2** until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;
  - 4.1.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - 4.1.3.4** Nothing in this clause is to be taken to prevent:
    - 4.1.3.4.1** a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;
    - 4.1.3.4.2** a matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

**CLAUSE 4.2 CONTRACT OF EMPLOYMENT**OPDATE 25:03:2003 1<sup>st</sup> pp on or after

- 4.2.1** Employment may be for a specified period and/or part-time and/or casual, on terms and conditions agreed and specified in writing. Such terms and conditions will be no less favourable than prescribed in this Award.
- 4.2.2** A professional Engineer engaged as a casual shall be paid an hourly rate calculated by converting the appropriate weekly rate for the classification prescribed in Schedule 1 – Salaries to an hourly rate and adding thereto a loading of twenty per cent. Such loading is paid in lieu of leave entitlements, public holidays, notice of termination redundancy and other permanent employment benefits.
- 4.2.3** Except in relation to persons employed for a specified period, casual employees and employees with less than 6 months service, employment will be terminated by not less than one month's notice given by either party or by the payment or forfeiture of a month's salary as the case may be, except where services are summarily terminated for malingering, neglect of duty or misconduct.
- 4.2.4** The period of notice to be given to or by an employee with up to six months' service with a particular employer or the amount of salary to be paid to or forfeited by such employees will be as mutually agreed between the employee and the employer.
- 4.2.5** Where an employee at the time of coming into operation of this Award had the termination of their employment governed by a greater or lesser period of notice then such arrangement continues but in every case where termination of employment is not to be governed by the provisions set out in this clause the employer will notify the employee of the conditions of termination governing their particular employment.

**CLAUSE 4.3 DISCLOSURE OF QUALIFICATIONS**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 4.3.1** A professional engineer who is employed in or who is an applicant for employment covered by this award will if and when required so to do by their employer or an employer to whom they have applied for employment produce to their employer or that employer written evidence that they possess or have acquired the qualifications of qualified engineer or experienced engineer (as the case may be).
- 4.3.2** Where a professional engineer has failed to produce to their employer or to an employer to whom they have applied for employment written evidence that they possess or have acquired the qualifications of qualified engineer or experienced engineer (as the case may be) and subsequently claims to be entitled to payment at the rate prescribed by this award for their employment by that employer in respect of any period during which they have failed to produce that evidence it is a defence to the employer if the employer establishes that during the said period the employer did not know and had no reason to believe that the professional engineer possessed or had acquired the qualifications of qualified engineer or experienced engineer (as the case may be).

**CLAUSE 4.4 INTRODUCTION OF CHANGE**OPDATE 12:11:99 1<sup>st</sup> pp on or after**4.4.1 Employer's Duty to Notify**

- 4.4.1.1** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and their Association.
- 4.4.1.2** "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration is be deemed not to have significant effect.

**4.4.2 Employer's Duty to Discuss change**

- 4.4.2.1** The employer will discuss with the employees affected and their Association, inter alia, the introduction of the changes referred to in subclause 4.4.1.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their Association in relation to the changes.
- 4.4.2.2** The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 4.4.1.1 hereof.
- 4.4.2.3** For the purposes of such discussion, the employer will provide in writing to the employees concerned and the Association, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer is not required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

**CLAUSE 4.5 NOTIFICATION OF CONDITIONS OF EMPLOYMENT**OPDATE 12:11:99 1<sup>st</sup> pp on or after

A professional engineer, on engagement, will be advised in writing of their commencing salary, the conditions relating to annual leave and the period of notice governing their employment. Upon request, an employer will advise a professional engineer of other details of their conditions of employment, including the award classification which the employer considers to be appropriate having regard to the definitions of the duties performed by the professional engineer concerned.

**CLAUSE 4.6 REDUNDANCY**OPDATE 12:11:99 1<sup>st</sup> pp on or after**4.6.1 Discussions Before Termination**

- 4.6.1.1** Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer will hold discussions with the employees directly affected and with their Association.
- 4.6.1.2** The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of 4.6.1.1 hereof and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 4.6.1.3** For the purposes of the discussion the employer will, as soon as practicable, provide in writing to the employees concerned and their Association, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer is not required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

**4.6.2 Transfer to Lower Paid duties**

Where an employee is transferred to lower paid duties for reasons set out in 4.6.1.1 hereof the employee is entitled to the same period of notice of transfer as he or she would have been entitled to if his or her 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 time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

**4.6.3 Severance Pay**

In addition to the period of notice prescribed for ordinary termination in 4.7.1 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in 4.6.1.1 hereof is entitled to the following amount of severance pay in respect of a continuous period of service:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
Less than one year	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

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

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

**4.6.4 Employee Leaving During Notice**

An employee whose employment is terminated for reasons set out in 4.6.1.1 hereof may terminate his or her employment during the period of notice and, if so, is entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee is not entitled to payment in lieu of notice.

**4.6.5 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.

**4.6.6 Time Off During Notice Period**

- 4.6.6.1** During the period of notice of termination given by the employer an employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment
- 4.6.6.2** 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 is, at the request of the employer, required to produce proof of attendance at an interview or he or she won't receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

#### **4.6.7 Notice to Centrelink**

Where a decision has been made to terminate employees in the circumstances outline in 4.6.1.1 hereof, the employer will notify the Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### **4.6.8 Superannuation Benefits**

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, he or she only receives under 4.6.3 the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under 4.6.3 then he or she receives no payment under that clause.

#### **4.6.9 Transmission of Business**

- 4.6.9.1** Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- 4.6.9.2** the continuity of the employment of the employee is deemed not to have been broken by reasons of such transmission; and
- 4.6.9.3** the period of employment which the employee has had with the transmittor or any prior transmittor is deemed to be service of the employee with the transmittee.
- 4.6.9.4** In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### **4.6.10 Employees with Less than One Year's Service**

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

#### **4.6.11 Employees Exempted**

This clause does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, misconduct 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.

#### **4.6.12 Incapacity to Pay**

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

#### **4.6.13 Calculation of Continuous Service**

For the purpose of this clause service is deemed to be continuous notwithstanding:

- 4.6.13.1 any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- 4.6.13.2 any absence from work for which an employee is entitled to claim annual leave as prescribed by this award;
- 4.6.13.3 any absence from work for which an employee is entitled to claim long service leave in accordance with relevant legislation;
- 4.6.13.4 any absence from work on account of personal sickness or accident up to a maximum of fifteen working days in any year of employment or on account of leave lawfully granted by the employer;
- 4.6.13.5 any absence with reasonable cause, proof of which is on the employee.

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay and long service leave does not count as time worked.

#### **CLAUSE 4.7 TERMINATION OF EMPLOYMENT**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

##### **4.7.1 Notice of Termination by Employer**

Employment will be terminated by one month's notice by either party, or by the payment or forfeiture by either party of an amount equal to a month's salary, as the case may be. Provided that employment may be terminated by part of the period of notice specified and part payment or forfeiture in lieu thereof.

If an employee fails to give notice the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Provided always that:

- 4.7.1.1 The period of notice to be given to or by an employee with up to six month's service with a particular employer or the amount of payment to be made by either party will be mutually agreed between the employee and the employer.
- 4.7.1.2 Nothing herein contained affects the right of the employer to dismiss an employee without notice for neglect of duty or misconduct.
- 4.7.1.3 The period of notice does not apply in the case of employees engaged for a specific period of time or for specific task or tasks.
- 4.7.1.4 In the case of an employee over 45 years of age and with a minimum of five years service with a particular employer the minimum notice is five weeks or an amount equal to five weeks salary.
- 4.7.1.5 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no additional notice based on the age of the employee concerned.

##### **4.7.2 Time Off During Notice Period**

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

##### **4.7.3 Statement of Employment**

The employer will, 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.

#### 4.7.4 Summary Dismissal

The employer has the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages are paid up to the time of dismissal only.

#### 4.7.5 Unfair Dismissal

Termination of employment by an employer will not be harsh, unjust or unreasonable.

For the purpose of this clause, termination of employment includes terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin constitutes a harsh, unjust or unreasonable termination of employment.

#### 4.7.6 Disputes settlement procedures - unfair dismissals

Subject to the provisions of the Industrial & Employee Relations Act 1994 any dispute or claim arising under 4.7.5 should be dealt with in the following manner:

- 4.7.6.1 As soon as is practicable after the dispute or claim has arisen the employee concerned will take the matter up with his immediate supervisor affording him or her the opportunity to remedy the cause of the dispute or claim.
- 4.7.6.2 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee will notify a duly authorised representative or his union who, if he or she considers that there is some substance in the dispute or claim, will forthwith take the matter up with the employer or his or her representative.
- 4.7.6.3 If the matter is not settled it is submitted to the Industrial Relations Commission which endeavours to resolve the issue between the parties by conciliation.
- 4.7.6.4 Without prejudice to either party, work should continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

### CLAUSE 4.8 WORK AS DIRECTED

OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 4.8.1 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 classification structure of this award provided that such duties are not designed to promote de-skilling.
- 4.8.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.8.3 Any direction issued by an employer pursuant to 4.8.1 and 4.8.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

**PART 5 - WAGES AND RELATED MATTERS**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**CLAUSE 5.1 SALARIES**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

The minimum annual salaries payable for the performance of professional engineering duties are set out in Schedule 1.

**CLAUSE 5.2 SUPERANNUATION**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**5.2.1 Definitions**

- 5.2.1.1** 'Alternative Fund' means any superannuation scheme registered and approved by the Insurance and Superannuation Commission.
- 5.2.1.2** 'Existing Fund' means any superannuation scheme registered and approved by the Insurance and Superannuation Commission to which the employer is already making contributions.
- 5.2.1.3** 'Fund' means:
- 5.2.1.3.1** the Superannuation Trust of Australia (STA) established and governed by a Trust Deed dated 1 August 1985;
  - 5.2.1.3.2** the Professional Employees Superannuation Fund established and governed by a Trust Deed dated 29 May 1987;
  - 5.2.1.3.3** the Australian Retirement Fund established and governed by a Trust Deed dated 11 July 1986.
- as may be amended from time to time and includes any superannuation scheme which may be made in succession to it.
- 5.2.1.4** 'Ordinary Time Earnings' means, for the purposes of the Superannuation Guarantee (Administration) Act 1992, an employee's Award classification rate and penalty loadings including weekend and public holiday rates where the time worked is part of the employee's ordinary hours of work and such ordinary time earnings will operate to provide a notional earnings base.

**5.2.2 Membership**

An employer will ensure an employee becomes and remains (whilst employed by the employer) a member of a Fund, Existing Fund or Alternative Fund as defined in 5.2.1 Definitions.

**5.2.3 Contributions**

An employer will make contributions for an employee in accordance with the legislative requirements as required in 5.2.4. These contributions will be based on the employee's ordinary time earnings.

**5.2.4 Superannuation Legislation**

The subject of superannuation is dealt with extensively by legislation including 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. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

**5.2.5 Agreement to Select a Different Fund**

- 5.2.5.1** At a particular enterprise or workplace, agreement may be reached between the employer and the majority of employees, to select a different Fund.



**PART 6 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 6.1 HOURS OF DUTY**OPDATE 12:11:99 1<sup>st</sup> pp on or after

**6.1.1** The ordinary hours of duty will not exceed the normal hours of duty applicable to the majority of employees in the particular establishment in which the professional engineer is employed, to be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

**CLAUSE 6.2 OVERTIME**OPDATE 12:11:99 1<sup>st</sup> pp on or after

**6.2.1** An employer will compensate a professional engineer for all authorised time worked in excess or outside of ordinary hours of duty either by:

**6.2.2** payment at the same penalty rate and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the professional engineer is employed, or

**6.2.3** taking this factor into account in the fixation of annual remuneration, or

**6.2.4** granting special additional remuneration, or

**6.2.5** granting other compensation such as special additional leave,

as may be agreed between the parties.

Provided that an engineer classified at Level 1 is compensated in accordance with 6.2.2 above, except where otherwise mutually agreed in writing.



**PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 7.1 ANNUAL LEAVE**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 7.1.1** On completion of each 12 months continuous service a professional engineer is entitled to four weeks annual leave, exclusive of public holidays, paid at their normal rate of remuneration as defined in 7.1.3. Such leave is granted on the same conditions as are applicable to the majority of employees employed in the particular establishment in which the professional engineer is employed.
- 7.1.2** After one week's continuous service in the first qualifying twelve monthly period with an employer, a professional engineer who:
- 7.1.2.1** lawfully leaves their employment or whose employment is terminated by the employer through no fault of the professional engineer; or
- 7.1.2.2** after twelve months continuous service with an employer leaves the employment for whatever reason, is paid proportionate annual leave on the basis of three hours for each week worked and in respect of which leave has not been granted under this clause.
- 7.1.3** 'Normal rate of remuneration' means the salary and allowances payable immediately prior to proceeding on leave or the average rate payable over the three months immediately prior, whichever is the greater. Overtime and fares and travelling allowance are not included.
- 7.1.4** Annual Leave is to be taken at a time or times agreed between the employer and Professional Engineer.
- 7.1.5** A professional engineer will be paid a loading of 17½ percent of their entitlement in accordance with 7.1.1.
- Provided that:
- 7.1.6** There is no entitlement to an amount in excess of the Statistician's Average Weekly Earnings per full-time adult male unit (Original-South Australia) for the November quarter of the year preceding the year in which the date of the accrual of the annual leave falls:
- 7.1.7** on termination of employment proportionate loading is payable on the entitlement in accordance with 7.1.2.

**CLAUSE 7.2 BEREAVEMENT LEAVE**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 7.2.1** A professional engineer is entitled to a maximum of two days leave without loss of pay and on production of satisfactory evidence of the death in Australia of the professional engineer's husband, wife, father, mother, brother, sister, parents-in-law, child or step-child. For the purposes of this clause the words 'wife' and 'husband' include a de facto wife or husband and the words 'father' and 'mother' include foster father and mother and step-father and mother.
- 7.2.2** A professional engineer is entitled to a maximum of four days leave without loss of pay and on production of satisfactory evidence of the death outside Australia of the professional engineer's husband, wife, father, mother or child and where such professional engineer travels outside Australia to attend the funeral.

**Entitlement to Additional Bereavement Leave**

- 7.2.3** Where the leave in 7.2.1 and 7.2.2 has been exhausted, an employee is entitled to leave up to either 2 days or 4 days as applicable on each occasion of a death of the relative. This additional leave may, at the employee's request and with the agreement of the employer, be provided on the following basis:-
- 7.2.3.1** where paid leave is sought, it will be debited against the available sick leave credit of the employee.
- 7.2.3.2** where the sick leave credit of the employee has been exhausted and additional leave is sought the employee may either access paid leave as provided for elsewhere in this Award or apply for unpaid leave which will not be unreasonably withheld by the employer.

**7.2.4 Effect of Other Leave**

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

**CLAUSE 7.3 CARER'S LEAVE**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**7.3.1 Definitions:**

**7.3.1.1** 'Carer's leave' means leave provided in accordance with this clause.

**7.3.1.2** 'Immediate family' includes:-

**7.3.1.2.1** Spouse (including a former spouse, a de facto spouse and a former de facto (spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bone fide domestic basis although not legally married to that person; and

**7.3.1.2.2** Child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**7.3.1.3** 'Sick leave' means leave provided for in accordance with Clause 7.6.

**7.3.2 Paid Carer's Leave:**

**7.3.2.1** An employee (other than a casual employee) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to up to one week in any completed year of continuous service to provide care and support for such persons when they are ill.

**7.3.2.2** The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.

**7.3.2.3** The employee must, if required by the employer, 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.

**7.3.2.4** In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.

**7.3.2.5** The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

**7.3.2.6** The amount of carer's leave taken is to be deducted from:

**7.3.2.6.1** the bereavement leave entitlement provided for in clause 7.2 until exhausted; and then

**7.3.2.6.2** the amount of the employee's sick leave credit.

**7.3.3 Unpaid Carer's Leave**

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

**CLAUSE 7.4 PARENTAL LEAVE**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**7.4.1 Definitions**

In this Clause, unless the contrary intention appears:-

- 7.4.1.1** “Adoption” includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- 7.4.1.2** “Adoption Leave” means adoption leave provided under 7.4.3.4
- 7.4.1.3** “Child” means a child of the employee or the employee’s spouse under the age of one year;
- or
- means a child under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee who has previously lived with the employee for a continuous period of at least six months.
- 7.4.1.4** “Extended Adoption Leave” means adoption leave provided under 7.4.3.4.2.
- 7.4.1.5** “Extended Paternity Leave” means paternity leave provided under 7.4.3.3.2.
- 7.4.1.6** “Government Authority” means a person or agency prescribed as a government authority for the purposes of this definition:
- 7.4.1.7** “Maternity Leave” means maternity leave provided under 7.4.3.2.
- 7.4.1.8** “Medical Certificate” means a certificate as prescribed in 7.4.5.1.
- 7.4.1.9** “Parental Leave” means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.
- 7.4.1.10** “Paternity Leave” means paternity leave provided under 7.4.3.3.
- 7.4.1.11** “Primary Care Giver” means a person who assumes the principle role of providing care and attention to a child.
- 7.4.1.12** “Relative Adoption” means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.4.1.13** “Short Adoption Leave” means adoption leave provided under 7.4.3.4.1.
- 7.4.1.14** “Special Adoption Leave” means adoption leave provided under 7.4.10.
- 7.4.1.15** “Special Maternity Leave” means maternity leave provided under 7.4.9.1.
- 7.4.1.16** “Spouse” includes a defacto spouse or a former spouse.

#### **7.4.2 Employer’s Responsibility to Inform**

On becoming aware that:-

- 7.4.2.1** an employee is pregnant; or
- 7.4.2.2** an employee’s spouse is pregnant; or
- 7.4.2.3** an employee is adopting a child;
- and employer must inform the employee of:-
- 7.4.2.4** the employee’s entitlements under this clause; and
- 7.4.2.5** the employee’s responsibility to provide various notices under this clause.

### 7.4.3 Eligibility for and Entitlement to Parental Leave

- 7.4.3.1** Subject to the qualifications in 7.4.4 an employee is entitled to parental leave in accordance with the clause.
- 7.4.3.2** An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of maternity leave.
- 7.4.3.3** A male employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed 52 weeks, as follows :
- 7.4.3.3.1** An unbroken period of up to one week at the time of the birth of the child;
- 7.4.3.3.2** A further unbroken period of up to 51 weeks in order to be the primary care giver of the child (to be known as extended paternity leave).
- 7.4.3.4** An employee is entitled to one or two periods of adoption leave, the total of which must not exceed 52 weeks, as follows:
- 7.4.3.4.1** An unbroken period of up to three weeks at the time of the placement of the child (to be known as short adoption leave);
- 7.4.3.4.2** A further unbroken period of up to 49 weeks in order to be the primary care giver of the child (to be known as extended adoption leave).

### 7.4.4 Qualifications on Entitlements and eligibility

- 7.4.4.1** An employee engaged upon casual or seasonal work is not entitled to parental leave.
- 7.4.4.2** An entitlement to parental leave is subject to the employee having at least 12 months of continuous service with the employer immediately preceding:
- 7.4.4.2.1** In the case of maternity leave, the expected date of birth, or otherwise;
- 7.4.4.2.2** the date on which the leave is due to commence.
- 7.4.4.3** The entitlement to parental leave is reduced:
- 7.4.4.3.1** In the case of maternity leave, by any period of extended paternity leave taken by the employee's spouse and/or by any period of special maternity leave taken by the employee;
- 7.4.4.3.2** In the case of extended paternity leave, by any period of maternity leave taken by the employee's spouse;
- 7.4.4.3.3** In the case of extended adoption leave, by any period of extended adoption leave taken by the employee's spouse.

### 7.4.5 Certification Required

- 7.4.5.1** An employee must, when applying for maternity leave or paternity leave, provide the employer with a medical certificate which:
- 7.4.5.1.1** names the employee or the employee's spouse as appropriate;
- 7.4.5.1.2** states that the employee or the employee's spouse is pregnant; and
- 7.4.5.1.3** states :-
- the expected date of birth
  - the expected date of termination of pregnancy; or
  - the date on which the birth took place;

whichever is appropriate.

**7.4.5.2** At the request of the employer, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration which states:

**7.4.5.2.1** the particulars of any period of parental leave sought or taken by the employee's spouse, and where appropriate:

**7.4.5.2.2** that the employee is seeking the leave to become the primary care-giver of a child;

**7.4.5.2.3** in the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and

**7.4.5.2.4** that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

#### **7.4.6 Notice Requirements**

**7.4.6.1** Maternity leave :

**7.4.6.1.1** An employee must:

**7.4.6.1.1.1** Not less than 10 weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth; and

**7.4.6.1.1.2** Give not less than four week notice in writing to her employer of the date on which she proposes to commence maternity leave stating the period of leave to be taken; and

**7.4.6.1.1.3** Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

**7.4.6.1.2** An employer may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

**7.4.6.2** Paternity Leave

**7.4.6.2.1** An employee must, not less than 10 weeks prior to each proposed period of paternity leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.

**7.4.6.2.2** The employee must notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

**7.4.6.3** Adoption Leave

An employee must:-

**7.4.6.3.1** On receiving notice of approval for adoption purposes, notify the employer of the approval; and within two months of the approval further notify the employer of the period(s) of adoption leave the employee proposes to take.

**7.4.6.3.2** In the case of a relative adoption, so notify the employer on deciding to take a child into custody pending an application for adoption.

**7.4.6.3.3** As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

**7.4.6.3.4** At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

**7.4.6.4** Unforeseen Circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including;

**7.4.6.4.1** The birth occurring earlier than the expected date; or

**7.4.6.4.2** The death of the mother of the child; or

**7.4.6.4.3** The death of the employee's spouse, or

**7.4.6.4.4** The requirement that the employee accept earlier or later placement of the child;

so long as, where a living child is born, the notice is given not later than two weeks after the birth.

**7.4.7** **Taking of Parental Leave**

**7.4.7.1** No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity leave of up to one week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.

**7.4.7.2** Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.

**7.4.7.3** Paid sick leave or other paid absences are not available to an employee during the employee's absence on parental leave.

**7.4.7.4** A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.

**7.4.7.5** Maternity leave and paternity leave cannot extend beyond the child's first birthday.

**7.4.7.6** Adoption leave cannot extend beyond the child's fifth birthday.

**7.4.7.7** Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

**7.4.8** **Variation and Cancellation of Parental Leave**

**7.4.8.1** Without extending an entitlement beyond the limit set by 7.4.3, parental leave may be varied as follows :

**7.4.8.1.1** The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened; or

**7.4.8.1.2** The leave may be lengthened or shortened by agreement between the employer and the employee.

**7.4.8.2** Parental Leave, if applied for but not commenced, is cancelled;

**7.4.8.2.1** should the pregnancy terminate otherwise than by the birth of a living child; or

**7.4.8.2.2** should the placement of a child proposed for adoption not proceed;

as the case may be.

**7.4.8.3** If, after the commencement of any parental leave:-

**7.4.8.3.1** the pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases, and;

**7.4.8.3.2** The employee gives the employer notice in writing stating that the employee desires to resume work;

the employer must allow the employee to resume work within four weeks of receipt of the notice.

**7.4.8.4** Parental Leave may be cancelled by agreement between the employer and the employee.

#### **7.4.9 Special Maternity Leave and Sick Leave**

**7.4.9.1** If,

an employee not then on maternity leaves suffers illness related to her pregnancy, or;

the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child; she may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under 7.4.3.2.

**7.4.9.2** An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

**7.4.9.3** If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

#### **7.4.10 Special Adoption Leave**

**7.4.10.1** An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.

**7.4.10.2** An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

**7.4.10.3** The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 7.4.3.

**7.4.10.4** Special adoption leave may be taken concurrently by an employee and the employee's spouse.

**7.4.10.5** Where paid leave is available to the employee, the employer may require the employee to take such leave instead of a special adoption leave.

#### **7.4.11 Transfer to a Safe Job: Maternity Leave**

**7.4.11.1** If, in the opinion of a legally qualified medical practitioner:

**7.4.11.1.1** illness or risks arising out of the pregnancy, or

**7.4.11.1.2** hazards connected with the work assigned to the employee;

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**7.4.11.2** If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

**7.4.11.3** Leave under this clause will be treated as maternity leave.

#### **7.4.12 Part Time Work**

An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions;

**7.4.12.1** Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

**7.4.12.2** Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

#### **7.4.13 Return to Work after Parental Leave**

**7.4.13.1** An employee must confirm the employee's intention to return to work by notice in writing to the employer given at least four weeks before the end of the period of parental leave.

**7.4.13.2** On return to work after parental leave an employee is entitled:

**7.4.13.2.1** to the position which the employee held immediately before commencing parental leave; or

**7.4.13.2.2** in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

**7.4.13.3** If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

#### **7.4.14 Termination of Employment**

**7.4.14.1** An employee on parental leave may terminate the employee's employment at any time during the period of leave by giving the required notice.

**7.4.14.2** An employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

### **CLAUSE 7.5 PUBLIC HOLIDAYS**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**7.5.1** A professional engineer is entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Labor Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Adelaide Cup Day, Christmas Day and Proclamation Day - or such other day as is generally observed in a locality as a substitute for any of the said days respectively. Provided that if the majority of employees in the particular establishment is entitled to a holiday on any day or days other than the days specified herein, a professional engineer is also entitled to a holiday on such day or days.

**7.5.2** All work performed on a public holiday is deemed to be work in excess or outside of normal hours of duty and paid or compensated for in accordance with Clause 6.2.2 of the Award.

**CLAUSE 7.6 SICK LEAVE**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

**7.6.1** Where -

**7.6.1.1** a full-time employee is unable to attend or remain at the place of employment by reason of illness;

or

**7.6.1.2** a full-time employee is ill while on annual leave and the illness is such as would, if the employee were not on annual leave, have rendered the employee unable to attend at the place of employment for a period of not less than three consecutive days, the employee will, subject to compliance with the terms and conditions prescribed by 7.6.2, be granted paid sick leave by the employer not exceeding the sick leave credit of the employee computed in accordance with subclauses 7.6.3 and 7.6.4 of this clause.

**7.6.2** Leave granted to an employee under 7.6.1 does not count as annual leave provided that where an employee has been paid a loading of 17½ percent, or average earnings, on the said annual leave, and is to take this leave at a later time, the employer will deduct the amount of the loading for the sick leave days from any remuneration payable to the employee for the first pay period after the return to work.

**7.6.3** For the purpose of this clause the sick leave credit of an employee with an employer will be determined by adding to the accumulation of the leave, if any, of a kind prescribed by 7.6.1 of this section standing to the credit of that employee with that employer, the amount of leave that the employee is entitled to be granted by the employer pursuant to this clause, and deducting from the total so obtained the amount of that leave that has, pursuant to the clause, been so granted by the employer.

**7.6.4** In respect of -

**7.6.4.1** the first year of service with an employer that follows 4 January 1973, an employee will be entitled to a grant of leave under this section by that employer at the rate of 1 7/13 hours for each complete week of service;

and

**7.6.4.2** the succeeding years of continuous service with that employer, an employee will, on or after the commencement of each such year, be entitled to a grant of leave under this section by that employer equal to ten days on full pay.

**7.6.5** Paid sick leave granted under this clause, will be debited against the sick leave credit of the employee to whom it is granted.

**7.6.6** The sick leave prescribed by this clause will be granted subject to the following terms and conditions:

**7.6.6.1** In the case of an illness occurring other than while an employee is on annual leave an employee will be entitled to payment in respect of an absence due to illness provided that:

**7.6.6.1.1** within 24 hours after the commencement of the absence the employee informs the employer of the inability to attend for duty and, as far as practicable, also informs the employer of the nature of the illness and the estimated duration of the absence; and

**7.6.6.1.2** if so required by the employer, produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which sick leave is claimed. For such purpose, the employer may require an employee to make a statutory declaration verifying the cause of absence.

**7.6.7** In the case of an illness occurring while an employee is on annual leave being an illness of the kind referred to in subclause 7.6.1 of this clause, and the employee asserts an entitlement to paid leave of the kind referred to in that subsection, the employee will, within three days of resuming work after taking such annual leave, deliver to the employer a certificate furnished by a legally qualified medical practitioner certifying that for the period of not less than three consecutive days specified in such certificate the employee would have been unable to attend or remain at the place of employment if required to do so.

- 7.6.8** For the purposes of this regulation 'illness' includes personal injury but does not include an injury for which compensation is payable under the Workers Compensation Act, 1971.

**PART 8 - TRANSFERS, TRAVELLING & WORKING AWAY FROM USUAL PLACE OF WORK**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 8.1 FARES, TRAVELLING EXPENSES AND TRAVELLING TIME**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 8.1.1** Where a professional engineer is directed to work at other than the usual place of employment, all fares necessarily incurred each day in excess of the normal fares of travelling from home to the usual place of employment and return will be paid by the employer.
- 8.1.2** Travel required under this clause will be first class, where available. However, air travel will be either first or economy class to be determined in accordance with the usual policy for company personnel including management. An allowance of \$7.30 is paid for each meal period occurring during the duration of the travel provided the employee has not been provided with a meal as part of any travelling arrangements.
- 8.1.3** Under this Clause all travelling time in excess of that normally occupied in travelling to the usual place of employment, is paid for at the employee's rate of normal pay. Where the excess travelling time is in excess of one hour each way, the employer has the option of providing reasonable living away from home expenses for any period in excess of four weeks.
- 8.1.4** Except as provided in 8.1.5 a professional engineer directed to work away from the usual place of work and which involves sleeping away from the usual place of residence will be paid all reasonable expenses incurred.
- 8.1.5** Where a professional engineer is directed to work at a locality which necessitates a change of residence, all fares, travelling and temporary lodging and the transport of the employee's family and effects to the new place of residence will be paid by the employer.

**CLAUSE 8.2 LOCOMOTION ALLOWANCE**OPDATE 12:11:99 1<sup>st</sup> pp on or after

Where it is mutually agreed that a professional engineer uses their private vehicle on business, they will be paid reasonable compensation, but in no case less than 60 cents per kilometre so travelled.



**PART 9 - TRAINING AND RELATED MATTERS**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 9.1 PROFESSIONAL DEVELOPMENT**OPDATE 12:11:99 1<sup>st</sup> pp on or after

- 9.1.1** The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- 9.1.1.1** developing a more highly skilled and flexible workforce;
  - 9.1.1.2** providing employees with career opportunities through appropriate training to acquire additional skills; and
  - 9.1.1.3** removing barriers to the utilisation of skills acquired.
- 9.1.2** Following proper consultation, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
- 9.1.2.1** the current and future skill needs of the enterprise;
  - 9.1.2.2** the size, structure and nature of the operations of the enterprise;
  - 9.1.2.3** the need to develop vocational skills relevant to the enterprise and industry through courses conducted by accredited educational institutions and providers.
- 9.1.3** Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employers and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- \* formulation of a training programme and availability of training courses and career opportunities to employees;
  - \* dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - \* the recommending of individual employees for training and reclassification;
  - \* monitoring and advising management and employees on the ongoing effectiveness of the training.
- 9.1.4** Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned won't suffer any loss of pay. The employer won't unreasonably withhold such paid training leave.
- 9.1.5** Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training are reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement is on an annual basis subject to the presentation of reports of satisfactory progress.
- 9.1.6** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work are reimbursed by the employer.
- 9.1.7** Paragraphs 9.1.1, 9.1.2 and 9.1.3 shall operate as interim provisions and will be reviewed after nine months' operation. In the meantime, the parties will monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in paragraph 9.1.1. In this connection, the Association reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the industry.
- 9.1.8** Any disputes arising in relation to 9.1.2 and 9.1.3 will be subject to the provisions of 3.1 - Settlement of Disputes.

Despite the provisions of this clause:

- 9.1.8.1** an employer may grant permission to a Professional Engineer to attend a conference, seminar or short term study course which will assist the engineer to keep informed of scientific and/or technological developments of relevance to the business of the employer.
- 9.1.8.2** Where the conference, seminar or short term study course has been approved by the employer and permission has been granted by the employer for the Professional Engineer to attend, the employer will meet associated costs and continue the payment of salary or make such other arrangements as may be mutually agreed.

**PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**  
OPDATE 12:11:99 1<sup>st</sup> pp on or after

**CLAUSE 10.1 EQUIPMENT AND SPECIAL CLOTHING**

OPDATE 12:11:99 1<sup>st</sup> pp on or after

Except where a professional engineer elects to provide equipment and special clothing the employer provides free of cost all such equipment and special clothing reasonably required for the adequate discharge of duties. Provided that such equipment or clothing remains the property of the employer.



**PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**OPDATE 12:11:99 1<sup>st</sup> pp on or after**CLAUSE 11.1 PROFESSIONAL ENGINEERS' REPRESENTATIVE**OPDATE 12:11:99 1<sup>st</sup> pp on or after

A professional engineer appointed or elected as a representative of members of The Association of Professional Engineers, Scientists and Managers, Australia in the employer's establishment, or in the separate establishments of the employer where there is more than one, is, upon notification by an official of the Association to the employer, recognised as the accredited representative and allowed the necessary time during working hours to interview the employer or representative on matters affecting employees covered by this Award.

Subject to the prior approval of the employer, the accredited representative is allowed, at a place designated by the employer, a reasonable period of time during working hours to interview a duly accredited official of the Association on legitimate Association business.

**CLAUSE 11.2 RIGHT OF ENTRY**OPDATE 12:11:99 1<sup>st</sup> pp on or after

**11.2.1** An official of the Association of Professional Engineers, Scientists and Managers, Australia may enter an employer's premises at which one or more members of the association is employed and -

**11.2.1.1** inspect time books and wage records; and

**11.2.1.2** inspect the work carried out by employees who are members of the association and note the conditions under which the work is carried out; and

**11.2.1.3** if specific complaints of non-compliance with the award have been made, interview employees who are members of the association about the complaints.

**11.2.2** Before an official exercises these powers the official must -

give reasonable notice to the employer; and

at the request of the employer provide identification and authorisation from the association having one or more members employed by the employer; and

comply with any other requirements of this award.

**11.2.3** A person exercising these powers must not -

**11.2.3.1** harass an employer or employee; or

**11.2.3.2** hinder or obstruct an employee in carrying out any duty of employment.

**11.2.4** An employer must not refuse entry to an association official seeking to exercise these powers in accordance with this award, nor demand that the identity of a member for whom the official is acting be disclosed, except so far as that may be necessary to facilitate the exercise of these powers.

**11.2.5** An employer may apply to the Commission seeking the withdrawal of the relevant powers from an official or from an association in the event of abuse of any of these powers.

**CLAUSE 11.3 EXISTING RIGHTS AND PRIVILEGES**OPDATE 12:11:99 1<sup>st</sup> pp on or after

Nothing in this Award will be deemed or construed to:

**11.3.1** reduce the salary or allowances;

or

- 11.3.2** alter unfavourably the terms and conditions of employment,  
applying to any professional engineer immediately prior to the date of operation of this Award.

# PROFESSIONAL ENGINEERS (GENERAL INDUSTRIES) AWARD

## SCHEDULE 1 - SALARIES

OPDATE 22:01:2006 1<sup>st</sup> pp on or after

This Schedule shall operate from the first pay period commencing on or after 22 January 2006 .

The minimum salaries payable to Professional Engineers in the classifications set out in Schedule 2 shall be as set out hereunder.

(a) Rates of Pay

Classification	Award Rate \$ P.W.
Level 1 Graduate	701.40
Level 2 Experienced Engineer	822.50
Level 3 Professional Engineer	906.00
Level 4 Professional Engineer	1031.10

- (b) The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case July 2005. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (c) The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.



# PROFESSIONAL ENGINEERS (GENERAL INDUSTRIES) AWARD

## SCHEDULE 2 - CLASSIFICATION LEVELS

OPDATE 12:11:99 1<sup>st</sup> pp on or after

### **Level 1 Professional Engineer**

The graduate engineer (as defined) commencement level. The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Under supervision from higher level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior professional engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the Engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures, enable the professional engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the task performed.

Work is reviewed by higher level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review and the professional engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The professional engineer may assign and check work of technical staff assigned to work on a common project.

It is expected that a Graduate Engineer will advance to Experienced Engineer following the progressive acquisition of skills and competence and such employee's competence and salary will be reviewed regularly during that period.

### **Level 2 Professional Engineer**

Following development through Level 1 is an experienced engineer (as defined) who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience. At this level the Professional Engineer performs work at an equivalent skill level but does not necessarily perform the same tasks or functions of a Principal Technical Officer.

### **Level 3 Professional Engineer**

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the professional engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The professional engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The professional engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in specialty engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The professional engineer outlines and assigns work, reviews it for technical accuracy and adequacy and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

#### **Level 4 Professional Engineer**

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement and knowledge of more than one field of, or expertise (for example, acts as his/her organisations technical reference authority) in a particular field of professional engineering. The Professional Engineer:

- \* initiates or participates in short or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;
- \* gives technical advice to management and operating departments;
- \* may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;
- \* co-ordinates work programs; and
- \* directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

Given under my hand and seal this                      day of    2003.

(J.M. CORRELL)  
INDUSTRIAL REGISTRAR

**APPLICATIONS FILED**

<b>File No</b>	<b>Description of Document</b>	<b>Date Lodged</b>
<b>06720/2000</b>	AWARD VARIATION Award varied. Schedule 1 - Salaries re SWC 2000. Oupdate ppc 12/08/2001.	<b>07/11/2000</b>
<b>02094/2002</b>	AWARD VARIATION Award varied. Schedule 1 - Salaries re SWC 2001. Oupdate ppc 25/03/2002.	<b>25/03/2002</b>
<b>02773/2003</b>	AWARD VARIATION Award varied. Cl 4.2 Contract of Employment (casual loading definition), Sch. 1 Salaries re SWC 2002. Oupdate ppc 25/03/2003.	<b>02/05/2003</b>
<b>00032/2004</b>	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2003. Oupdate ppc 22/01/2004.	<b>06/01/2004</b>
<b>07141/2004</b>	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2004. Oupdate ppc 22/01/2005.	<b>18/10/2004</b>
<b>04835/2005</b>	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2005. Oupdate ppc 22/01/2006.	<b>15/07/2005</b>