Australian Industry Group

4 YEARLY REVIEW OF MODERN AWARDS

Training Costs
AM2016/14

17 June 2016

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AM2016/14 – TRAINING COSTS

1. INTRODUCTION

1. Ai Group makes this submission in support of variations which it has proposed to the following awards:

    - *Manufacturing and Associated Industries and Occupations Award 2010* (**Manufacturing Award**);
    - *Graphic Arts, Printing and Publishing Award 2010* (**Graphic Arts Award**); and
    - *Food, Beverage and Tobacco Manufacturing Award 2010* (**FBT Award**)

2. The submissions are filed in accordance with the directions issued by His Honour President Ross on 18 May 2016.

3. On 28 April 2016, Ai Group filed draft determinations for the Manufacturing Award and the Graphic Arts Award. On 14 May 2016, Ai Group filed a draft determination for the FBT Award.

2. MANUFACTURING AWARD

4. Ai Group proposes the addition of the following new paragraph (d) in clause 32.5 (clause 27.5 in the Exposure Draft) of the Manufacturing Award:

> **"(d)** Clause 32.5 does not apply to costs associated with training that are in connection with a trainee's training contract."

History and background to clause 32.5

5. The history and background to Clause 32.5 demonstrates that it was not intended to apply to trainees or apprentices undertaking training in connection with their training contracts.

Variation to the Metals Award 1984 to implement the Structural Efficiency Principle

6. Clause 32.5 has its origin in the following Clause 6C – Training, inserted in the *Metal Industry Award 1984 – Part I* (**Metals Award 1984**) by consent through an Order of Deputy President Keogh of 12 April 1990:[1]

> **"6C – TRAINING**
>
> **(a)** 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:
>
> **(i)** developing a more highly skilled and flexible workforce;
>
> **(ii)** providing employees with career opportunities through appropriate training to acquire additional skills; and
>
> **(iii)** removing barriers to the utilisation of skills acquired.
>
> **(b)** Following proper consultation in accordance with subclause (b) of clause 6B - Structural efficiency, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
>
> **(i)** the current and future skill needs of the enterprise;
>
> **(ii)** the size, structure and nature of the operations of the enterprise;

[1] Print J2043.

(iii) the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

(c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

(i) formulation of a training programme and availability of training courses and career opportunities to employees;

(ii) dissemination of information on the training programme and availability of training courses and career opportunities to employees;

(iii) the recommending of individual employees for training and reclassification;

(iv) monitoring and advising management and employees on the ongoing effectiveness of the training.

(d) **(i)** Where, as a result of consultation in accordance with clause 6B or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant the subclause (b) herein 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 shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

(ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

(iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

(e) Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) herein. In this connection, the unions reserved 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 metal and engineering industry.

(f) Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of subclause (j) - Avoidance of industrial disputes, of clause 6 - Contract of employment, of this award."

7. The background to Clause 6A is explained in chapter 12 of the *Award Restructuring Implementation Manual for the Metal and Engineering Industry* - a joint publication of the Metal Trades Industry Association of Australia (**MTIA** – a predecessor of Ai Group), the Australian Chamber of Manufactures (**ACM** - another predecessor of Ai Group) and the Metal Trades Federation of Unions (**MTFU**). This publication is included as **Attachment A**.

8. The background to Clause 6A is further explained in an MTIA publication entitled *Award Restructuring - Consultation, Training and Award Flexibility* which was published by MTIA in 1990 to give its members supplementary information to that contained in the abovementioned joint employer / union Implementation Manual (**Attachment B**). Advice on Clause 6C and an explanation of the intent of the clause is set out on pages 7-11 of the MTIA publication. The following extracts are relevant:

> "The first part of this new provision contains a commitment by all parties to training and skill development, including removal of the barriers to skill acquisition.
>
> - - -
>
> The award provides that a training program is to be developed by an employer following proper consultation with employees.
>
> Proper consultation may be undertaken either through the consultative mechanism set up under Clause 6B of through a training committee.
>
> - - -
>
> The training program should be based on the needs of the individual enterprise. It should take into account:
>
> - the current and future skill needs of the enterprise
> - the size, structure and nature of the operations of the enterprise
> - the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.
>
> - - -
>
> The emphasis on the enterprise is significant. The award provision is not advocating training for the sake of it nor training in skills that are not needed by the enterprise. Training is intended to directly support the skill needs of each individual company.
>
> It is expected that training programs will therefore vary from one company to another. In small establishments the training program may be relatively straight forward while in larger establishments it may require detailed development
>
> - - -

Attendance at training courses is subject to two conditions:

- the employee and the employer must agree;
- the training must be consistent with the enterprise's training program.

- - -

The new training clause is to operate on an interim basis until it is reviewed in December 1990. In the meantime the parties are to monitor its effectiveness in encouraging the development of a more highly skilled workforce, a career path and better utilisation of skills.

The Metal Trades Federation of Unions has reserved its right to press for mandatory training leave again after December 1990. If the unions can show that employers have not set up proper consultative mechanisms and have not acted on the award requirement to develop training programs within their enterprises, they may use this failure as grounds for arguing for a minimum award prescription of paid training hours.

MTIA therefore urges members to set up an appropriate consultative mechanism and commence the process of developing a training program as soon as possible".

9. It is clear from the above explanatory materials that Clause 6C was directed at:

- The establishment of an enterprise-wide training program, which reflected the needs of the enterprise;
- Enabling employees to develop their skills to facilitate progression to higher levels in the 14-level skills-based classification structure which had been inserted into the Award in September 1989;
- Enabling employers to better utilise the skills of their employees.

10. It is also clear from the above explanatory materials that:

- Clause 6C was inserted as part of a package of award changes between September 1989 and April 1990 designed to implement the Structural Efficiency Principle as incorporated within the Australian Industrial Relations Commission's (AIRC's) *August 1989 National Wage Case Decision*.[2]
- Clause 6C was inserted in the context of a claim that the MTFU was pursuing in 1989 for every employee covered by the Metals Award 1984

[2] Print H9100.

to have an entitlement to around 10 days per annum of paid training leave. The wording in the second sentence of subclause 6C(e) relates to this claim.

- Clause 6C was not intended to deal with the costs associated with off-the-job training which apprentices or trainees undertook as part of their contracts of training. Training costs for apprentices were dealt with in paragraphs 14(r)(viii), 14(r)(xi) and 14(o) of Clause 14 – Apprenticeship, of the Metals Award 1984. The National Training Wage was first made in 1994. The Metals Award 1984 did not contain provisions for trainees.

11. Clause 6C was directly linked to the 14-level classification structure – a structure that did not apply to apprentices until they had completed their apprenticeship, and a structure that did not apply to trainees.

12. As explained in the materials published at the time, and as reflected in Deputy President Keogh's order of 12 April 1990,[3] the award variation (including clause 6C) was intended to address the Structural Efficiency Principle as incorporated within the *August 1989 National Wage Case Decision*.[4] The Structural Efficiency Principle stated (emphasis added):

> "**STRUCTURAL EFFICIENCY**
>
> Structural efficiency adjustments allowable under the National Wage Case decision of 7 August 1989 will be justified in accordance with this principle if the Commission is satisfied that the parties to an award have co-operated positively in a fundamental review of that award and are implementing measures to improve the efficiency of industry and provide workers with access to more varied, fulfilling and better paid jobs. The measures to be considered should include but not be limited to:
>
> - establishing skill-related career paths which provide an incentive for workers to continue to participate in skill formation;
> - eliminating impediments to multi-skilling and broadening the range of tasks which a worker may be required to perform;
> - creating appropriate relativities between different categories of workers within the award and at enterprise level;

[3] Print J2043.

[4] Print H9100.

- ensuring that working patterns and arrangements enhance flexibility and the efficiency of the industry;
- including properly fixed minimum rates for classifications in awards, related appropriately to one another, with any amounts in excess of these properly fixed minimum rates being expressed as supplementary payments;
- updating and/or rationalising the list of respondents to awards; and
- addressing any cases where award provisions discriminate against sections of the workforce.

Structural efficiency exercises should incorporate all past work value considerations."

13. The intent of Clause 6C was discussed in a decision of a Full Bench of the AIRC (Ludeke J, Keogh DP and Cox C) in June 1990 relating to union claims to include provisions in the Metals Award 1984 concerning a metal industry training board (emphasis added):

> "On 12 April 1990, Deputy President Keogh published an order which varied the Metal Industry Award 1984 - Part 1. The order was made by consent and the variations gave effect to changes which had been negotiated in accordance with the Commission's Structural Efficiency Principle. The principal theme of the changes was a commitment by the parties to co-operate in increasing the efficiency, productivity and international competitiveness of the metal and engineering industry and to enhance the career opportunities and job security of employees in the industry.
>
> The training of employees was recognized by the parties as a key element in achieving these goals: a new provision titled clause 6C Training was introduced into the award. The opening words of this clause are as follows:
>
> "6C - TRAINING
>
> (a) 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:
>
> "(i) developing a more highly skilled and flexible workforce; (ii) providing employees with career opportunities through appropriate training to acquire additional skills, and (iii) removing barriers to the utilisation of skills acquired."
>
> There follows a comprehensive prescription of such matters as the development of training programmes by employers, the development of vocational skills by recourse to accredited educational institutions and the role and responsibilities of training committees."

14. It is abundantly clear why Clause 6C was inserted into the Metals Award 1984. The reason and purpose had nothing to do with training costs for apprentices and trainees undertaking training in connection with their training contracts.

Award Simplification

15. During the award simplification process between 1996 and 1998, awards were varied to remove "non-allowable award matters". Clauses dealing with training were the subject of significant focus during this process.

16. In the *Award Simplification Decision*[5] relating to the Hospitality Industry Award, the Full Bench stated (emphasis added):

> "37. Training
>
> The employers asked us to delete this clause on the basis that training is not an allowable award matter. The LTU consented to its deletion but on the basis that the provision is obsolete, dealing with a training program which no longer exists. We do not accept that training can never be the subject of award prescription. For example, clauses 37.4 and 37.5 are allowable because they make provision for rates of pay and other benefits which are clearly allowable matters. Nevertheless, we have decided to delete the whole of the clause because it is obsolete. In any case where training is said to be an allowable award matter, careful examination of all of the circumstances will be required."

17. In some awards, training leave provisions were deleted on the basis that they were not allowable award matters. In other awards, training leave clauses were retained in reliance on the decision of Senior Deputy President Marsh in the *Metal Industry Award Simplification Case*.[6] Her Honour decided that Clause 6C in the Metals Award was allowable because its purpose was to facilitate the implementation of the skills-based classification structure. The relevant extract from her decision is set out below (emphasis added):

> **"5.2 Training**
>
> The Commonwealth supported the deletion of this provision with the exception of those subclauses which directly relate to entitlements which it agrees are allowable matters.
>
> The parties support the inclusion of the clause which is identical to clause 6C in the current award. In doing so they rely upon a decision of Senior Deputy President Watson in the restructuring of the *National Metal and Engineering On Site Construction Award 1989* (MECA Restructuring Print P4026) where he found that training clause, in similar terms to the clause now sought, was an allowable matter.
>
> His Honour stated:

[5] Print P7500.

[6] Print P9311.

"I am satisfied, on the submissions put to me, that the order proposed in the exhibit MTIA 1 falls within the allowable matters prescribed in s.89A. The order seeks to give effect to a new skill based classification structure pursuant to the August 1989 Structural Efficiency Principle. Each of its provisions is directly associated with or is incidental to and necessary for the operation of provisions dealing with the awards before me of classification of employees and skills based career paths. Considered in the context of ordinary industrial usage, I am satisfied that the training provision proposed is incidental to and necessary for the operation of the provisions which give effect to skill based career paths as envisaged by the Structural Efficiency Principle.

I note that in Print N8926, Simmonds C approved supportive provisions, associated with the operation of a skills based classification structure, as allowable matters under the Act.

Whilst I am satisfied that the training provision is an allowable matter on the basis of the submission put to me in the current proceedings, the parties will have the opportunity to more closely examine the application of s.89A to the Award more generally in the context of a s.89A review of the award to be undertaken by a member of the building industry panel"

The clause now sought by the parties (exhibit O14) has been modified in light of the hospitality decision. Training provisions were inserted into the Metal Industry Award as part of the package of proposals identified as providing a basis for the proper operation of the skill based career path which was an objective of the structural efficiency principle. The identification of skills needed within an enterprise, ie., skills 'acquired and used' is achieved in a non prescriptive manner through the operation of the provisions in clauses 5.2.1 and 5.2.2. As such it is argued clauses 5.2.1 and 5.2.2 provide mechanisms which *"flow from and are incidental to an effective identification of skills needed within the enterprise which is a logical part of the implementation of a skill based classification structure"*. (Tpt p.372)

Consistent with comments made in the hospitality decision on training I have adopted the approach outlined earlier in this decision namely, the particular context in which training provisions has been examined.

5.2.1

"*Following proper consultation in accordance with clause 3.1, which may include the establishment of a training committee, an employer shall develop a training program consistent with:*

- *the current and future skill needs of the enterprise;*
- *the size, structure and nature of the operations of the enterprise;*
- *the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited institutions and providers."*

The decision on this clause needs to be addressed in light of my determination on clause 3.1

I am satisfied the terms of 5.2.1 provide an underpinning for the establishment of skill based career paths at the enterprise level. The development of a training program by an employer is an award obligation designed to implement the award's skills based classification structure at the enterprise level. The establishment of a training committee with a specific role is a way of carrying out the obligation. I am

satisfied the clause falls within the scope of s.89A(6), ie., it is incidental to and necessary for giving full effect to the award provisions providing for a skills based classification structure (s.89A(2)(a)). Clause 3.1 will relate specifically to this clause (in addition to clauses 2.1 and 2.2).

5.2.2

> *"Where it is agreed that a training committee be established, the number of employee representatives on the committee should be no less than the number of employer representatives and the committee should have a charter which clearly states its role and responsibilities, for example:*
>
> - *formulating a training program including available training courses and career opportunities;*
> - *disseminating information on the training program and the availability of training courses and career opportunities for employees;*
> - *recommending individual employees for training and reclassification; and*
> - *monitoring and advising management and employees regarding the on-going effectiveness of the training."*

I am not satisfied that the first sentence of clause 5.2.2 can be characterised as incidental to and necessary for the effective operation of the award even if related to clause 5.2.1. Moreover, the *"examples"* which follow do not meet the requirements of Item 49(7) and are beyond the scope of s.89A(6).

A defined role for the committee reflecting the first, third and fourth dot points may be capable of meeting these tests. The parties are directed to confer on such a clause which can, if appropriate, be dealt with at the time the order is settled.

5.2.3(a)

> *"Where as a result of such consultation, including with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training."*

This is an existing entitlement the terms of which are agreed. It is allowable pursuant to s.89A(2)(g). The clause will be included in the award.

5.2.3(b) & (c)

> ***"(b)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.*
>
> ***(c)** Travel costs incurred by an employee undertaking training in accordance with this subclause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer."*

It is agreed these items constitute reimbursement of allowances which are allowable pursuant to s.89A(2)(j) and are consistent with the hospitality decision (p.19 & p.66). It will be inserted into the award."

18. The clause that was inserted into the *Metal, Engineering and Associated Industries Award 1998* (**Metals Award 1998**) was very similar to Clause 6C in the Metals Award 1984:

> **"5.2 TRAINING**
>
> **5.2.1** Following proper consultation in accordance with clause 3.1, which may include the establishment of a training committee, an employer shall develop a training program consistent with:
>
> - the current and future skill needs of the enterprise;
> - the size, structure and nature of the operations of the enterprise;
> - the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited institutions and providers.
>
> **5.2.2** Where it is agreed that a training committee be established it shall include employer and employee representatives. The role of the training committee shall be clearly set out and shall include:
>
> - formulating a training program including available training courses and career opportunities;
> - recommending individual employees for training and reclassification; and
> - monitoring and advising management and employees regarding the on-going effectiveness of the training.
>
> **5.2.3**
>
> **5.2.3(a)** Where as a result of the consultation referred to at sub-clause 5.2.1, including with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training.
>
> **5.2.3(b)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
>
> **5.2.3(c)** Travel costs incurred by an employee undertaking training in accordance with this subclause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer."

19. It is abundantly clear why the Training Clause was retained in the Metals Award 1998. The reason and purpose had nothing to do with training costs for apprentices and trainees undertaking training in connection with their training contracts.

20. The Metals Award 1998 contained the following clause:

> **"5.6 TRAINEE RATES OF PAY**
>
> **5.6.1** Trainees engaged under the terms of the National Training Wage Award 1994 as amended, shall be paid the appropriate wage rate set out in that award."

21. The Metals Award 1998 was varied in January 2005[7] as follows to reflect the fact that the *National Training Wage Award 1994* became the *National Training Wage Award 200*0 as a result of the award simplification process:

> **"5.6 TRAINEE RATES OF PAY**
>
> **5.6.1** Trainees engaged under the terms of the National Training Wage Award ~~1994~~ 2000 as amended, shall be paid the appropriate wage rate set out in that award."

22. The *National Training Wage Award 1994*[8] contained the following provision:

> **"8(a)** The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes; or NETTFORCE if the Traineeship Scheme remains subject to interim approval.
>
> - - -
>
> **9(c)** The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
>
> - - -
>
> **9(f)** All other terms and conditions of the relevant award(s) <u>that are applicable to the Trainee</u> or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.

23. The *National Training Wage Award 2000* contained the following provision:

> **"9.1** The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the

[7] PR955055.

[8] Print L5189.

relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes;

- - -

10.4 The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

- - -

10.7 All other terms and conditions of the relevant award(s) that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award."

24. The effect of the above clauses in the *National Training Wage Award 1994* and *National Training Wage Award 2000* was as follows:

- The arrangements relating to the cost of attending training prescribed in a trainee's training agreement were included in these awards;

- Clause 10C – Training, in the Metals Award 1984 and Clause 5.2 – Training, in the Metals Award 1998 were not *"applicable to the Trainee"* for the purposes of Clause 9(f) of the *National Training Wage Award 1994* and Clause 10.7 of the *National Training Wage Award 2000.*

Award Modernisation Process

25. During the Priority Stage of the award modernisation process, Ai Group and the MTFU submitted a joint draft Manufacturing Award to the AIRC which included a training clause at (Clause 4.2). The clause was virtually identical to Clause 5.2 in the Metals Award 1998.

26. The Award Modernisation Full Bench did not include all of the subclauses of the Training Clause in the Manufacturing Award, but included the following provisions in Clause 32 – Allowances and Special Rates:

> **"32.5 Training costs**
>
> **(a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

(b) Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer."

27. The above provisions are virtually identical to clauses 5.2.3(b) and (c) in the Metals Award 1998:

> **"5.2.3(b)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
>
> **5.2.3(c)** Travel costs incurred by an employee undertaking training in accordance with this subclause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer."

28. There is nothing to suggest that there was any intent by Ai Group and the MTFU (which had proposed the inclusion of the above provisions in the modern award) or the Award Modernisation Full Bench to extend the class of employees who were entitled to the benefits of these provisions. Accordingly, it was not intended that these provisions apply to training costs for apprentices and trainees undertaking training in connection with their training contracts.

Modern Awards Review 2012

29. During the Modern Awards Review 2012, training costs for apprentices were addressed by the Full Bench in the *Apprentices, Trainees and Juniors Case*.[9]

30. At the start of the Review, Ai Group applied for the following provision to be added to Clause 32.5:

> "**(c)** This subclause 32.5 does not apply to apprentices. Training costs for apprentices are dealt with in subclause 15.15."

31. The abovementioned component of Ai Group's application (AM2012/76) was referred to the Full Bench which was hearing the *Apprentices, Trainees and Juniors Case*. Ai Group argued that Clause 32.5 did not apply to training undertaken by apprentices as part of their contract of training and paragraph

[9] [2013] FWCFB 5411, [2013] FWCFB 9092 and [2013] FWCFB 9295 and [2014] FWCFB 1675.

32.5(c) should be inserted to clarify this. The AMWU argued that Clause 32.5(c) applied to all training undertaken by apprentices.

32. The Full Bench decided to vary[10] the Manufacturing Award to include the following provision in Clause 15 – Apprentices, which deals with training costs for apprentices:

> **"15.11 Apprentice conditions of employment**
>
> **(a)** Except as provided in clause 15 – Apprentices or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
>
> (i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
>
> (ii) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule C – School-based Apprentices.
>
> (iii) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.
>
> **(b) Payment of fees and textbooks**
>
> (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
>
> (ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 15.11(b)(i) above.
>
> **(c) Travel payment for block release training**
>
> (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must

[10] PR544780.

pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

(ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance."

33. The Full Bench decided that apprentices should not be entitled to a travel payment for attending block release training unless the apprentice is required to attend a training venue at a distant location which requires an overnight stay (see subclause 15.11(c)).

34. The Full Bench found in favour of Ai Group in respect of Clause 32.5 and inserted the following additional paragraph in the clause:[11]

> **"(c)** Clause 32.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause."

35. Accordingly, the Full Bench accepted Ai Group's argument that training costs for apprentices should be dealt with in Clause 15 – Apprentices, and that Clause 32.5 should not apply to training undertaken by apprentices in connection with their training contracts.

36. As explained above, Ai Group did not originally seek a specific exclusion for trainees in Clause 32.5. The reason for this was that Ai Group was not aware of any arguments ever having been pursued that Clause 32.5 applied to training

[11] PR545014.

undertaken by trainees in connection with their training contracts. As referred to above the *National Training Wage Award 1994* (clause 9(f)) and the *National Training Wage Award 2000* (clause 10.7) included a provision which made it clear that only term and conditions of the relevant award that "are applicable to the Trainee" applied. Clause 32.5 was not applicable given the intent of the clause and the reason why it was inserted in the Award.

37. During the hearings in the *Apprentices, Trainees and Juniors Case*, the AMWU argued that Clause 32.5 in the Manufacturing Award applied to all training undertaken by trainees. In response, Ai Group submitted that the AMWU was incorrect. The issue was referred to briefly by the Full Bench in its decision of 22 August 2013[12] (see extract reproduced below).

38. The issue was raised by the AMWU in the context of an Ai Group application to amend the National Training Wage Schedule to address the risk of the CEPU succeeding with the interpretation that it was pursuing in Federal Court proceedings in respect of an appeal against the decision of Cameron FM of the Federal Magistrates Court in *CEPU v Excelior Pty Ltd* [2012] FMCA 621. Excelior (part of the Programmed Skilled Group) is a member of Ai Group. Ai Group gave evidence in the case in opposition to the CEPU's interpretation. Before, the FWC Full Bench handed down its decision in the *Apprentices, Trainees and Juniors Case*, Justice Katzmann of the Federal Court had handed down her decision in *CEPU v Excelior Pty Ltd*, [2013] FCA 638 rejecting the CEPU's interpretation and supporting the interpretation reflected in Ai Group's evidence in the case.

39. The decision of the Federal Court, in effect, removed the need for the variation sought by Ai Group, as pointed out by the FWC Full Bench.

40. The following extract from the FWC Full Bench's decision of 22 August 2013[13] is relevant (emphasis added):

[12] [2013] FWCFB 5411.

[13] [2013] FWCFB 5411.

"D. AI GROUP APPLICATION

Application to vary the National Training Wage Schedule

[461] The relevant provisions of the NTWS are as follows:

> "**X.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
>
> **X.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
>
> **X.6.4** Subject to clause X.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule."

[462] Clause X.3.5 provides:

> "**X.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail."

[463] The Ai Group seeks to vary X.6.2 by replacing "to attend any training" with "when in attendance at any training." It seeks to replace "in attending any training" in X.6.3 with "in attendance at training." It also seeks to add the words "that are applicable to the trainee," after the word "award" in X.6.4. The variations are intended to make it clear that employers are not required to pay for time spent by trainees in travelling to training, and that the NTWS does not extend the application of general award entitlements.

[464] Many of the employer organisations supported the Ai Group application. It was submitted that if the proposed variations to the NTWS are not made (and the CEPU's interpretation of the clauses is adopted) there will potentially be significant negative consequences for both employers and trainees. It was said that the proposed variations are necessary to correct anomalies that have arisen in respect of the clauses as they are currently drafted, and because the clauses are ambiguous or uncertain. It was submitted that the variations proposed are in accordance with the original intent of the clauses and subsequent judicial interpretations.

[465] We agree with the Ai Group that its application has not been subsumed by the separate union applications seeking to extend award provisions dealing with travel and board to attendance at off-the-job training by apprentices. Those applications do not relate to trainees. The unions sought clarification that such provisions apply to trainees although there is no specific application by the unions in the common claims to vary the NTWS.

[466] Clause X.6.3 was inserted during the award modernisation process. An equivalent clause was not present in the *National Training Wage Award 2000*. The clause expands upon clause 10.4 of the *National Training Wage Award 2000*, which provides that "[t]he Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training." It is clear that pursuant to clause X.6.3 if the training and/or assessment takes place outside ordinary hours it must be paid for in accordance with the relevant provisions of the award, including penalties where relevant, and that time spent in training and/or assessment is taken into account in determining other

employment conditions under the award, for example service. Depending upon the context, it is possible that "time spent in attending training" could include time spent getting to and from training. However, we agree with the submission of the Ai Group that, read in context, the phrase "in attending training" is only about the time spent in actual attendance at training and/or assessment and it is only that time which is to be regarded as time worked pursuant to the clause.

[467] Clause X.6.2 of the NTWS and clause 10.4 of the *National Training Wage Award 2000* permit absence from work without loss of continuity of employment and to the payment of appropriate wages to attend any training and assessment. It is apparent that if an employee travels during ordinary working hours to attend training that travel time will be paid time. However, the clause does not create any other entitlement to payment for travel time or travel costs.

[468] We see nothing uncertain or ambiguous in clauses X.6.2 and X.6.3 of the NTWS.

[469] In relation to clause X.6.4, the Ai Group is concerned that the clause could be read as broadening the application of other clauses of the awards to trainees so that a clause which would not otherwise be applicable to the trainee would become applicable.

[470] An employee is only entitled to, for example, cold places allowance in an award if that employee actually works in a cold place and meets the conditions specified in the award. A trainee is not entitled to a particular award condition unless they meet all of the requirements for that condition. Clause X.6.4 does not create any entitlement which would not otherwise apply to the trainee if the NTWS did not exist.

[471] We do not see the provision as uncertain or ambiguous.

[472] There is no argument that clause 25 (Fares and Travel Patterns Allowance) of the Building Award applies to the work of apprentices and trainees when performing work on sites which meets the provisions of the clause. Similarly there is no argument that an apprentice or trainee who is required to start and/or finish work at a job away from the employer's usual workplace is entitled to the excess fares and travelling time allowance in clause 32.4(a) of the Manufacturing Award. The Ai Group submitted that these clauses and others like them do not apply to travel to off-the-job training. The *CFMEU v MBGTS* is authority for that position.

[473] The unions submitted that because time spent in attending training is to be regarded as time worked for the purposes of determining the wages and conditions of an apprentice, the provisions which apply to work related travel should also apply to travel for off-the-job apprentice training. Whether this is correct or not depends upon the words of the award travel provision, considered in context, not upon the words of clause X.6.4. That clause does not alter the meaning of "work" in the relevant award clauses which apply to travel.

[474] The Ai Group suggested that when the AMWU submits that trainees have access to clause 32.5 (Training Costs) by virtue of clause D.6.4 of the Manufacturing Award, it is asserting that the provisions of the NTWS play a role in extending the application of clause 32.5. The Ai Group also referred to a similar CFMEU submission in relation to clause 15.2(a) of the Building Award.

[475] We do not understand the AMWU submission to have this meaning. The AMWU relied upon the decision in *Rohrlach* as authority for the proposition that clause 32.5 of the Manufacturing Award has application to apprentices by virtue of the provision in clause 15.1 that "the terms of this award apply to apprentices,

including adult apprentices, except where otherwise stated". The AMWU submitted that similarly the provision applies to trainees by virtue of clause D.6.4. It also submitted that the clause only applies to particular apprentices and particular circumstances to the extent that an apprentice meets the stated requirements of the relevant clause. Then the clause will apply unless otherwise provided for in the award. The unions submitted that the same situation applies to trainees.

[476] In respect to trainees there is an additional proviso in clause X.6.4, and that is "unless specifically varied by this schedule". There is no specific provision about payment of course fees or travel costs in the NTWS. Therefore the only provisions which could apply are those which would otherwise be applicable under the award.

[477] In a decision handed down after the hearings in the present matter were completed, the Federal Court dismissed an appeal against the decision of the Federal Magistrates Court in *CEPU v Excelior Pty Ltd,* which dealt with clauses X.6.2 - X.6.4 of the NTWS. In her judgment upholding the decision of Cameron FM, Justice Katzmann found clause X.6.3 of the NTWS was not ambiguous or uncertain. Her Honour held that clause X.6.4 is intended to "ensure that, save to the extent provided in the schedule, trainees [are] not to be disadvantaged in comparison with other employees", but that the clause does not alter the meaning of "work" in a particular award travel provision. Her Honour also found that the requirement in clause X.6.2 for payment of appropriate wages to attend training does not include the payment for travel to training and that the phrase "in attending training" in clause X.6.3 is only about the time spent in actual attendance at training and/or assessment and it is only that time which is to be regarded as time worked pursuant to the clause.

[478] We are satisfied that the minor changes to the wording of clause X.6.2 and X.6.4 during the award modernisation process made no substantive change to the meaning and operation of those clauses and has not created any ambiguity or uncertainty. With respect to clause X.6.3 the award modernisation process did make a substantive change. That change puts beyond doubt that time spent undertaking training associated with the training contract is to be regarded as time worked for the purposes of determining wages and conditions. The unions have unsuccessfully argued in the courts that this change supports their argument that provisions associated with travel time and costs to attend work apply to trainees travelling to off-the-job training. The fact that such an argument has been raised does not make the clause ambiguous or uncertain. The courts have not found that there is ambiguity or uncertainty.

[479] Apart from these considerations, we are concerned that the variation sought by the Ai Group to clause X.6.2 may have unintended consequences. The present clause would require the employer to release an apprentice from training in time to be able to travel to attend the training. The variation proposed by the Ai Group may remove that requirement.

[480] We consider that the variations sought to the NTWS are not necessary to meet the modern awards objective or to address ambiguity or uncertainty.

[481] We also reject the submissions of the unions that we should make variations similar to those proposed in relation to apprentices to ensure that award travel provisions apply to trainees attending training. There is no application to that effect before us."

41. It can be seen from paragraphs [463] and [481] above that when it made its decision in August 2013, the FWC Full Bench did not have an application before it from Ai Group or the unions to deal with travelling provisions or training costs for trainees, other than Ai Group's application to vary clauses x.6.2, x.6.3 and x.6.4 in the National Training Wage Schedule. The AMWU had raised the argument late in the proceedings that Clause 32.5 of the Manufacturing Award applied to trainees but the Full Bench did not rule on the matter. The Full Bench simply referred to what the AMWU had "suggested" about Clause 32.5 without expressing any view on whether the suggestion was correct (see paragraphs [474] and [475]) and rejected the unions' submissions that the issue should be clarified through an award variation on the basis that no application had been made for such a variation (see paragraph [481]).

42. It can also be seen from paragraphs [474] and [475] that the Full Bench rejected any suggestion that the following amendments changed the interpretation and that it remains the case that only applicable terms of an award apply to a trainee:

Wording in the *National Training Wage Award 2000*:

> **10.7** All other terms and conditions of the relevant award(s) that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award."

Wording in the National Training Wage Schedule in modern awards:

> "**X.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
>
> - - -
>
> **X.6.4** Subject to clause X.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule."

43. The industry practice is that Clause 32.5 does not apply to trainees. In fact, until the AMWU raised the issue during the Full Bench proceedings in the *Apprentices, Trainees and Juniors Case*, Ai Group is unaware of anyone seeking to argue that Clause 32.5 applied to trainees.

44. The only case relied on by the AMWU in the Full Bench proceedings in support of its argument that Clause 32.5 applies to trainees was a South Australian Industrial Relations Commission (**SAIRC**) case, i.e. *Rohrlach v Career Employment Group Inc* [2012] SAIRCOMM 7 and 11. The following important points should be noted:

- The case concerned apprentices, not trainees;
- The SAIRC's decisions in the case were made in the context that the relevant employer (Career Employment Group – a training organisation) did not contest the AMWU's assertion that Clause 32.5 applied to apprentices;
- Career Employment Group was self-represented in the proceedings;
- Career Employment Group is not a member of Ai Group and was not involved in any of the developments relating to the inclusion of Clause 32.5 in the Manufacturing Award, nor the predecessor provisions in the Metals Award 1984 and Metals Award 1998;
- The interpretation of Clause 32.5 of the Manufacturing Award was not the subject of any arguments in the case;
- The jurisdiction for the SAIRC to deal with the *Rohrlach* case arose from s.6 of the *Training and Skills Development Act 2008* (SA) which gives the SAIRC the jurisdiction to deal with disputes arising between parties to a training contract;
- Even if the SAIRC had actively considered the interpretation of Clause 32.5, a decision of a State Commission about the interpretation of a federal award in the context of a dispute arising under a training contract should not be given any weight;

- In its decision[14] of 22 August 2013 in the *Apprentices, Trainees and Juniors Case*, the Full Bench did not rely upon the *Rohrlach* case but simply noted the AMWU's arguments about the case (at paragraphs [323] and [475] of the decision).

45. After the Full Bench handed down its decision in August 2013 in the *Apprentices, Trainees and Juniors Case*, the AMWU continued to press its interpretation that Clause 32.5 applied to trainees during the process of settling the award variations.

46. In response to the AMWU's arguments, on 29 October 2013 Ai Group filed a submission which included the following relevant extract which proposed an amendment to Clause 32.5 to expressly exclude trainees:

> **"2. SUBCLAUSE 32.5**
>
> 2. Subclause 32.5 of the Manufacturing Award provides certain employees covered by the Award an entitlement to training costs, including the cost of standard fees for prescribed courses and text books and travel costs. Specifically, the subclause says:
>
> "***32.5 Training costs***
>
> *(a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.*
>
> *(b) Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer*."
>
> 3. Ai Group seeks to vary the above subclause by inserting a new paragraph 32.5(c) as follows:
>
> "*(c) This subclause 32.5 does not apply to apprentices and trainees.*"
>
> 4. <u>The above wording differs from the wording in Ai Group's original application to address the argument pursued by the AMWU during the common matters proceedings that the subclause applies to trainees as well as apprentices. Similar considerations apply to both apprentices and trainees</u>.
>
> 5. The variation which Ai Group is seeking would simply clarify the operation of the provision, consistent with the longstanding intent of the provision.

[14] [2013] FWCFB 5411.

> Subclause 32.5 was never intended to have application to training by apprentices and trainees as the provisions associated with such training are governed by other award provisions.

47. The above submission went on to briefly raise the following issues (but in nowhere near as much detail as set out in this submission):

- The fact that Clause 32.5 had its origin in a 1990 variation to the Metals Award 1984 to implement the structural efficiency principle;
- The fact that the provision was retained in the Metals Award 1998 during the award simplification process because of its direct link to the classification structure.
- The fact the classification structure does not apply to apprentices and trainees until they have completed their apprenticeship or traineeship.

48. The Full Bench issued a decision[15] on 28 November 2013 accepting Ai Group's arguments about the need to exclude apprentices from Clause 32.5 but expressing the view that there was insufficient material before the Commission about the application of Clause 32.5 to trainees. The following extract from the decision is relevant (emphasis added):

> ***"Manufacturing and Associated Industries and Occupations Award 2010***
>
> **[23]** The Ai Group has sought a variation to the *Manufacturing and Associated Industries and Occupations Award 2010* (the Manufacturing Award) so that clause 32.5 does not apply to apprentices and trainees.
>
> **[24]** Clause 32.5 of the award provides an entitlement to training costs for employees, including the cost of standard fees for prescribed courses and text books and travel costs. It provides:
>
> "**32.5 Training costs**
>
> **(a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

[15] [2013] FWCFB 9295

(b) Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer."

[25] It was submitted by the Ai Group that the variation sought would clarify the operation of clause 32.5. It was said that the subclause was originally introduced into the Metal Industry Award as part of a package of award changes associated with implementing a new skills-based classification structure and career paths. The subclause was never intended to have application to training by apprentices and trainees as the provisions associated with such training are governed by other award provisions. It was also submitted that the provision is inconsistent with the existing training cost provision in the award for apprentices and with the decision of 22 August 2013 dealing with training costs and travel costs for apprentices.

[26] The AMWU opposed the variations. It was said that there is nothing in the decision creating the modern award to the effect that clause 32.5 is not intended to apply to apprentices and trainees. Further it was said that the rationale underlying the promotion of training and career progression in the award has application to apprentices even if they are not formally a part of the classification structure.

[27] We have considered the submissions of the parties and have examined the history of the relevant award provisions. This examination has included the decision leading to the introduction of the training costs provisions into predecessor awards, and the various publications advising employers and workers about the implementation of the new classification structure and associated training commitments. We have also considered the situation in other awards with apprenticeship provisions which include provisions similar to clause 32.5.

[28] In relation to apprentices, we note that the Manufacturing Award provides for the reimbursement of training fees upon satisfactory progress and, as a result of the decision of 22 August 2013, will provide for reimbursement for the cost of prescribed textbooks and for the payment of excess travel costs for attendance at block release training which requires an overnight stay. We also note that clause 15.11 of the award provides that "except as provided in clause 15 Apprentices or where otherwise stated, all conditions of employment specified in this award apply to apprentices."

[29] Having regard to these matters, including the history relating to the introduction of the present clause 32.5 of the award, we consider that it is appropriate to clarify the application of the subclause in relation to apprentices. We consider that the provisions introduced or varied as a result of the decision of 22 August 2013 are now the relevant entitlements of apprentices in relation to reimbursement for course fees and textbooks and payment for travel costs associated with training which is in connection with an apprentice's training contract. It is appropriate to avoid confusion between these entitlements and entitlements under clause 32.5. This is consistent with the modern awards objective (s.134(1)(f) and (g)).

[30] We consider that the variation proposed by the Ai Group should be modified in the manner we have adopted in the variation of the *Graphic Arts, Printing and Publishing Award 2010.* Accordingly we will vary clause 32.5 of the Manufacturing Award by inserting a new paragraph 32.5(c) as follows:

"**(c)** This subclause 32.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause."

[31] In relation to trainees, the position is not as straight forward. An application by the Ai Group to vary the National Training Wage Schedule in awards was considered in the decision of 22 August 2013.

[32] The National Training Wage Schedule (NTWS) to the Manufacturing Award (Schedule D) provides in clause D.6.4 as follows:

"**D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule."

[33] Clause D.3.5 provides:

"**D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail."

[34] In the decision of 22 August 2013 we noted that there is no specific provision about payment of course fees or travel costs in the NTWS and that the only provisions which could apply to trainees are those which would otherwise be applicable under the award. In this regard we referred to a recent decision of the Federal Court.

[35] In these circumstances, and without further material relating to the application of clause 32.5 to trainees and the practical implications of the variations proposed by the Ai Group for trainees, we are not persuaded that it would be consistent with the modern awards objective, including the need to ensure a stable and sustainable modern award system (s.134(1)(g)), to make the variations proposed. Moreover we are not satisfied that such variation in relation to trainees is necessary to ensure that the award is operating effectively without anomalies or technical problems arising from the award modernisation process. Accordingly we have decided not to make the variation sought by the Ai Group.

[36] The other matter relating to the Manufacturing Award concerns the application by the AMWU to vary junior rates. This is referred to in paragraph (c) of the statement of 23 October 2013. We note that the AMWU has now advised that it will not be proceeding with this application.

Determinations

[37] Determinations will be made varying the various awards in accordance with this decision. The decision and the determinations now finalise the non-common matters referred to the Full Bench in the Transitional Review, except for various issues relating to competency based wage provisions and matters relating to part-time trainees which are the subject of consideration in conferences before Commissioner Roe."

49. Consistent with the Full Bench's comments at paragraph [35] above regarding the need to provide further material regarding the application of Clause 32.5 to trainees and the practical implications of the variation if the Award is to be varied in the manner proposed by Ai Group, such material is provided in the next section below.

Proposed variation to Clause 32.5

50. The submissions above establish that it was not the intent that Clause 32.5 apply to trainees.

51. Another very relevant issue is - what would be the impact of Clause 32.5 if it were to apply to trainees?

52. Clause 32.5 currently states:

> "**32.5 Training costs**
>
> (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
>
> (b) Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer.
>
> (c) This subclause 32.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause."

53. The effect of paragraphs 32.5(a) and (c) is as follows:

- An employee who is not an apprentice or a trainee is entitled to reimbursement of course fees and textbook costs (subject to the specified qualifications in paragraph 32.5(a)) for training agreed to by the employer.

- In accordance with paragraphs 32.5(a) and (c), an apprentice is entitled to reimbursement of course fees and textbook costs (subject to the specified qualifications in paragraph 32.5(a)) for training agreed to by the employer, other than training that is in connection with the apprentice's training contract.

- In accordance with paragraph 15.11(b), an apprentice is entitled to reimbursement of course fees and textbook costs (subject to the

specified qualifications in paragraph 15.11(b)) for training that is in connection with the apprentice's training contract.

54. If paragraph 32.5(a) is held to apply to trainees, a trainee would be entitled to reimbursement of course fees and textbook costs (subject to the specified qualifications in paragraph 32.5(a)) for training agreed to by the employer. This would include training that is in connection with the trainee's training contract as well as other training agreed to by the employer.

55. The effect of paragraphs 32.5(b) and (c) is as follows:

- An employee who is not an apprentice or a trainee who undertakes training agreed to by the employer is entitled to be reimbursed "travel costs" incurred by the employee which exceed those normally incurred in travelling to and from work.

- In accordance with paragraphs 32.5(b) and (c), an apprentice who undertakes training agreed to by the employer, other than training that is in connection with the apprentice's training contract, is entitled to reimbursement of "travel costs" incurred by the apprentice which exceed those normally incurred in travelling to and from work.

- In accordance with paragraph 15.11(b), an apprentice who undertakes block release training in connection with the apprentice's training contract, where such training requires an overnight stay, is entitled to reimbursement of the following "travel costs" incurred by the employee:

    - the total cost of reasonable transportation (including transportation of tools where required);

    - accommodation costs incurred while travelling (where necessary);

    - reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.

For the purposes of Clause 15.11, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

56. If paragraph 32.5(c) is held to apply to trainees, a trainee would be entitled to be reimbursed "travel costs" incurred by the employee which exceed those normally incurred in travelling to and from work. This would include training that is in connection with the trainee's training contract as well as other training agreed to by the employer.

57. In considering the impact of extending the benefits of paragraph 32.5(c) to trainees, a critical issue is the meaning of "travel costs". The Full Bench in the *Apprentices, Trainees and Juniors Case* decided that for the purposes of apprentice entitlements "travel costs" should mean: the total cost of reasonable transportation (including transportation of tools where required); accommodation costs incurred while travelling (where necessary); and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. The Full Bench rejected the unions' arguments that "travel costs" for apprentices should include travelling time. (See the inclusions and exclusions in paragraph 15.11(c) in the Manufacturing Award).

58. If Clause 32.5 applies to trainees who undertake training in connection with their training contracts, and if "travel costs" include travelling time, the following adverse consequences would result:

- The entitlements of each trainee would differ depending upon how far away from the off-the-job training facility each trainee lived;
- The entitlements of a trainee would change each time the trainee chose to move to a different home;
- The entitlements of a trainee would change depending upon the route that the trainee took in travelling to the off-the-job training facility;

- The entitlements of each trainee would change whenever a bus or train was delayed, and whenever the trainee chose to use a different means of transport;

- Workplace disharmony would result because the entitlements of each trainee would differ depending upon where they chose to live;

- The employer would have no way of accurately determining the entitlements of trainees, because the employer would not know how long the trainee spent on the bus or train etc travelling to the training facility;

- The Fair Work Ombudsman would have no way of accurately determining the entitlements of trainees for compliance purposes.

- Very substantial cost increases would be imposed on employers leading to:

  - fewer new trainees employed; and

  - potential termination of employment and of training contracts for a large number of trainees;

- Youth unemployment would increase given that a large proportion of trainees are young people;

- Existing skill shortages would be exacerbated;

- Employers and potential apprentices in rural and regional areas would be particularly hard-hit, because in such areas trainees often travel further to undertake off-the-job training. Imposing an obligation upon employers to pay travelling time would act as a deterrent to employing and/or retaining trainees. Various State Government schemes are in place to provide assistance to apprentices who are required to travel long distances to attend off-the-job training.

59. The above arguments were all raised by Ai Group in the *Apprentices, Trainees and Juniors Case*, in respect of the unions' claim for travelling time entitlements for apprentices attending training and no doubt influenced the Full Bench in rejecting the unions' travelling time claims, including defining "travel costs" to exclude travelling time.

60. If "travel costs" in Clause 32.5 exclude travelling time but include travel costs such as fares, accommodation, petrol, tolls, etc, the following adverse consequences would result:

- The entitlements of each trainee would differ depending upon how far away from the off-the-job training facility each trainee lived;
- The entitlements of a trainee would change each time the trainee chose to move to a different home;
- The entitlements of a trainee would change depending upon the route that the trainee took in travelling to the off-the-job training facility;
- The entitlements of each trainee would change whenever the trainee chose to use a different means of transport;
- Workplace disharmony would result because the entitlements of each trainee would differ depending upon where they chose to live;
- Substantial cost increases would be imposed on employers leading to:
  - fewer new trainees employed; and
  - potential termination of employment and of training contracts for a large number of trainees;
- Youth unemployment would increase given that a large proportion of trainees are young people;
- Existing skill shortages would be exacerbated;
- Employers and potential apprentices in rural and regional areas would

be particularly hard-hit, because in such areas trainees often travel further to undertake off-the-job training. Imposing an obligation upon employers to pay travel costs would act as a deterrent to employing and/or retaining trainees. Various State Government schemes are in place to provide assistance to apprentices who are required to travel long distances to attend off-the-job training.

61. The abovementioned adverse consequences concerning travelling time and travel costs are clearly not fair to employers of trainees, nor are they fair to existing or potential trainees. Therefore, Clause 32.5, as currently drafted, is inconsistent with the legislative requirement that awards provide "a fair and relevant minimum safety net of terms and conditions" (s.134(1) of the *Fair Work Act 2009* (**FW Act**)).

62. The notion of 'fairness' in s.134(1) is not confined in its application to employees. Consideration should also be given to the fairness or otherwise of an award obligation on employers. So much was confirmed by a recent Full Bench decision of the Commission regarding the annual leave common issues:

> "[109] … It should be constantly borne in mind that the legislative direction is that the Commission must ensure that modern awards, together with the NES provide 'a *fair* and relevant minimum safety set of terms and conditions'. Fairness is to be assessed from the perspective of both employers and employees."[16]

63. Also, the abovementioned adverse consequences are directly inconsistent with the following aspects of the modern awards objective in s.134:

- the need to promote social inclusion through increased workforce participation (s.134(1)(c));
- the need to promote flexible modern work practices and the efficient and productive performance of work (s.134(1)(d));

[16] *4 yearly review of modern awards* [2015] FWCFB 3177 at [109].

- the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden (s.134(1)(f));

- the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia (s.134(1)(g));

- the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy (s.134(1)(h)).

Secondary position, if Ai Group's primary position is rejected by the Commission

64. If the Commission is not prepared to accept Ai Group's primary position that trainees are not currently entitled, and should not be entitled, to the provisions of Clause 32.5 in respect of training associated with their training contracts, Ai Group puts forward the following secondary position.

65. In such circumstances, a specific provision should be included in Clause 18 – Trainees, of the Award as follows, modelled on paragraphs 15.11(b) and (c) which relate to apprentices:

> **"18.6 Training costs for trainees**
>
> **(a) Payment of fees and textbooks**
>
> (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the trainee within six months from the commencement of the traineeship or the relevant stage of the traineeship or within 3 months of the trainee commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
>
> (ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the traineeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 18.6(a)(i) above.
>
> **(c) Travel payment for block release training**
>
> (i) Where a trainee is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess

reasonable travel costs incurred by the trainee in the course of travelling to and from such training Provided that this clause will not apply where the trainee could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the trainee.

(ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(iii) The amount payable by an employer under this clause may be reduced by an amount the trainee is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if a trainee has either received such assistance or their employer has advised them in writing of the availability of such assistance.

66. If this secondary position is adopted, paragraph 32.5(d) should be worded as follows:

> "**32.5(d)** This subclause 32.5 does not apply to costs associated with training that are in connection with a trainee's training contract. Such costs are subject to clause 18 and not this clause."

67. If Ai Group's secondary position is adopted, the entitlements of apprentices and trainees concerning costs for training associated with their training contracts would be aligned.

68. Apprenticeships and traineeships share the following features:

- There is an employment contract and a training contract for each employee;
- Some training is typically carried out off-the-job;
- Block release training is carried out by some trainees and apprentices.

69. The alignment of entitlements for trainees and apprentices regarding training costs would promote fairness and hence be consistent with s.134(1) of the FW Act.

3. GRAPHIC ARTS AWARD

70. Developments regarding the Graphic Arts Award are very similar to those in the Manufacturing Award. The following points are relevant:

- Clause 5.1.1(e) – Training, in the *Graphic Arts – General – Award 2000* (to which Ai Group was a party bound) was very similar to clause 5.2 in the Metals Award 1998;

- In the *Graphic Arts Award Simplification Decision*,[17] Marsh SDP did not specifically refer to clause 5.1.1(e) (which Ai Group, PIAA and the AMWU had agreed to retain in the Award). Her Honour's rationale for retaining the clause was no doubt the same as her rationale in the *Metal Industry Award Simplification Decision*,[18] which Marsh SDP had handed down shortly before.

- During the award modernisation process, the following identical clause to Paragraphs 32.5(a) and (b) in the Manufacturing Award was inserted into the Graphic Arts Award:

> **25.4 Training**
>
> **(a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer upon production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
>
> **(b)** Travel costs incurred by an employee undertaking training agreed to by the employer which exceed those normally incurred in travelling to and from work must be reimbursed by the employer.

[17] Print R7898.

[18] Print P9311.

71. In its decision of 28 November 2013,[19] the Full Bench in the *Apprentices, Trainees and Juniors Case* said (emphasis added):

> **"[29]** Having regard to these matters, including the history relating to the introduction of the present clause 32.5 of the award, we consider that it is appropriate to clarify the application of the subclause in relation to apprentices. We consider that the provisions introduced or varied as a result of the decision of 22 August 2013 are now the relevant entitlements of apprentices in relation to reimbursement for course fees and textbooks and payment for travel costs associated with training which is in connection with an apprentice's training contract. It is appropriate to avoid confusion between these entitlements and entitlements under clause 32.5. This is consistent with the modern awards objective (s.134(1)(f) and (g)).
>
> **[30]** We consider that the variation proposed by the Ai Group should be modified in the manner we have adopted in the variation of the *Graphic Arts, Printing and Publishing Award 2010.* Accordingly we will vary clause 32.5 of the Manufacturing Award by inserting a new paragraph 32.5(c) as follows:
>
> "**(c)** This subclause 32.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause."

72. In the Graphic Arts Award, the following paragraph 13.10(c) was inserted in Clause 13 – Apprentices, as part of the order to implement the outcomes of the *Apprentices, Trainees and Juniors Case*:

> **"(c)** Costs associated with training that is not in connection with an apprentice's training contract are subject to clause 25.4 and not this clause."

73. Consistent with the above paragraph, the following provision should be included in clause 25.4(c) to direct the reader to Clause 13 – Apprentices and to clarify that clause 25.4 does not apply to costs associated with training in connection with training contracts:

> "**(c)** This subclause 25.4 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause."

74. In addition, for the same reasons as are set out in detail in section 2 of this submission, the following paragraph 25.4(d) should be included in the Award:

> "**(d)** This subclause 25.4 does not apply to costs associated with training that are in connection with a trainee's training contract.

[19] [2013] FWCFB 9295.

Secondary position, if Ai Group's primary position is rejected by the Commission

75. If the Commission is not prepared to accept Ai Group's primary position that trainees are not currently entitled, and should not be entitled, to the provisions of Clause 25.4 in respect of training associated with their training contracts, Ai Group puts forward the following secondary position.

76. In such circumstances, a specific provision (subclause 21.1) should be included in Clause 21 – National Training Wage, of the Award as follows, modelled on paragraphs 15.11(b) and (c) of the Manufacturing Award which relate to apprentices:

> **"21. National Training Wage**
>
> See Schedule E.
>
> **21.1 Training costs for trainees**
>
> **(a) Payment of fees and textbooks**
>
> (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the trainee within six months from the commencement of the traineeship or the relevant stage of the traineeship or within 3 months of the trainee commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
>
> (ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the traineeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 21.1(a)(i) above.
>
> **(b) Travel payment for block release training**
>
> (i) Where a trainee is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the trainee in the course of travelling to and from such training Provided that this clause will not apply where the trainee could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the trainee.
>
> (ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for

travelling time or expenses incurred while not travelling to and from block release training.

(iii) The amount payable by an employer under this clause may be reduced by an amount the trainee is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if a trainee has either received such assistance or their employer has advised them in writing of the availability of such assistance.

77. If this secondary position is adopted, paragraph 25.4(d) should be worded as follows:

> "**25.4(d)** This subclause 25.4 does not apply to costs associated with training that are in connection with a trainee's training contract. Such costs are subject to clause 21 and not this clause."

78. If Ai Group's secondary position is adopted, the entitlements of apprentices and trainees concerning costs for training associated with their training contracts would be aligned.

79. Apprenticeships and traineeships share the following features:

- There is an employment contract and a training contract for each employee;
- Some training is typically carried out off-the-job;
- Block release training is carried out by some trainees and apprentices.

80. The alignment of entitlements for trainees and apprentices regarding training costs would promote fairness and hence be consistent with s.134(1) of the FW Act.

4. FBT AWARD

81. When the FBT Award was being developed, the parties and the AIRC were faced with modernising awards in an industry where there were a number of major food industry awards with different union respondents.

82. For this reason, the FBT Award was based on the Manufacturing Award.

83. As set out in Ai Group's Award Modernisation Stage 3 Pre-Exposure Draft Submission of 6 March 2009 (emphasis added):

> "124. In developing the terms of our proposed *Food, Beverage and Tobacco Manufacturing Industry Award 2010*, Ai Group has largely based the provisions on the Modern Manufacturing Award."

84. Attached to the above Ai Group submission at Annexure C was a proposed draft award.

85. Ai Group's proposed draft award included the following provision:

> **"27.4 Training costs**
>
> **(a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
>
> **(b)** Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer."

86. The above clause is identical to paragraphs 32.5(a) and (b) in the Manufacturing Award.

87. In its Stage 3 Award Modernisation Statement of 22 May 2009,[20] the Award Modernisation Full Bench stated that the exposure draft was largely based on Ai Group's draft award (emphasis added):

[20] [2009] AIRCFB 450.

> **"[87]** The exposure draft is largely based on that submitted by the AiGroup. However, the definition of "food, beverage and tobacco manufacturing" has been altered to reduce the potential for overlap with other modern awards and exposure drafts. Further, the draft specifically excludes those covered by the Manufacturing Modern Award and the proposed Meat Industry Award 2010, Poultry Processing Award 2010 and Wine Industry Award 2010. Our preliminary view is that the award should not cover clerical employees."

88. In the FBT Award, clause 27.4 in Ai Group's draft became Clause 26.5.

89. Accordingly, the background to why Clause 26.5 was included in the FBT Award is clear. It was adopted from the Manufacturing Award, as proposed by Ai Group.

90. The following provision was added to clause 26.5 as a result of the *Apprentices, Trainees and Juniors Case*: [21]

> **"(c)** This clause 26.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 14 and not this clause."

91. For the same reasons as are set out in detail in section 2 of this submission, the following paragraph 26.5(d) should be included:

> "**(d)** This subclause 26.5 does not apply to costs associated with training that are in connection with a trainee's training contract.

Secondary position, if Ai Group's primary position is rejected by the Commission

92. If the Commission is not prepared to accept Ai Group's primary position that trainees are not currently entitled, and should not be entitled, to the provisions of Clause 26.5 in respect of training associated with their training contracts, Ai Group puts forward the following secondary position.

93. In such circumstances, a specific provision (subclause 16.2) should be included in Clause 16 – Trainees, of the Award as follows, modelled on paragraphs 15.11(b) and (c) of the Manufacturing Award which relate to apprentices:

[21] PR559277.

"16. Trainees

16.1 The terms of this award apply to trainees covered by the national training wage provisions in Schedule D – National Training Wage, except where otherwise stated in this award.

16.2 Training costs for trainees

(a) Payment of fees and textbooks

(i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the trainee within six months from the commencement of the traineeship or the relevant stage of the traineeship or within 3 months of the trainee commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;

(ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the traineeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 16.2 (a)(i) above.

(b) Travel payment for block release training

(i) Where a trainee is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the trainee in the course of travelling to and from such training Provided that this clause will not apply where the trainee could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the trainee.

(ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(iii) The amount payable by an employer under this clause may be reduced by an amount the trainee is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if a trainee has either received such assistance or their employer has advised them in writing of the availability of such assistance.

94. If this secondary position is adopted, paragraph 26.5(d) should be worded as follows:

"**26.5(d)** This subclause 26.5 does not apply to costs associated with training that are in connection with a trainee's training contract. Such costs are subject to clause 16 and not this clause."

95. If Ai Group's secondary position is adopted, the entitlements of apprentices and trainees concerning costs for training associated with their training contracts would be aligned.

96. Apprenticeships and traineeships share the following features:

- There is an employment contract and a training contract for each employee;
- Some training is typically carried out off-the-job;
- Block release training is carried out by some trainees and apprentices.

97. The alignment of entitlements for trainees and apprentices regarding training costs would promote fairness and hence be consistent with s.134(1) of the FW Act.

Award Restructuring Implementation Manual

for the METAL AND ENGINEERING INDUSTRY

IMPLEMENTING A NEW CLASSIFICATION STRUCTURE

MTIA
METAL TRADES INDUSTRY ASSOCIATION OF AUSTRALIA

AUSTRALIAN CHAMBER OF MANUFACTURES

METAL TRADES FEDERATION OF UNIONS

WHAT IS AWARD RESTRUCTURING?

Award restructuring is a simple title for a wide ranging and complex agenda for reform. In the metal and engineering industry the major components of award restructuring include:

- a new classification structure based on nationally recognised competency standards for skills and training;
- the creation of career paths for all employees;
- the development of a new national training system which encourages increased skill formation and training;
- increased training opportunities for employees in all occupations;
- increased labour flexibility at the enterprise; and
- modernisation of the Metal Industry Award to make it easier to read and more flexible.

Much of the award restructuring agenda in the metal and engineering industry has already been achieved. The new classification structure, explained in this Manual, is in its implementation phase and substantial progress has been made in developing a new national training system which will increase training opportunities and skill enhancement.

However, further activity is required to achieve our objectives. The development of the national training system, familiarisation of the industry with the new structures and ensuring that these structures operate effectively and modernisation of the Metal Industry Award are all matters which are continuing to be addressed.

ACKNOWLEDGEMENTS

The parties acknowledge the assistance that has been received from a range of organisations in the development and publication of this Manual.

The parties wish to particularly thank the Federal Government, the Department of Industrial Relations and the Department of Education, Employment and Training for assistance with the development of training standards and the publication costs.

The role of TAFE and in particular the Australian Council of TAFE Curriculum also deserves special acknowledgement. TAFE's early response to the substantial training changes encompassed by the new Metals and Engineering Industry Award will ensure the progressive availability of new course structures.

ABOUT THIS MANUAL

1

This Manual is a joint publication of the unions and employer organisations in the metal and engineering industry to assist in the successful implementation of award restructuring.

It is designed for use by managers, union organisers, supervisors, union delegates and employees. The Manual is divided into three parts:

- A detailed explanation of the Metal Industry Award new classification structure;
- A report on other significant award restructuring issues such as training and consultation; and
- Appendices providing supporting information and an index for easy reference.

OBJECTIVES

The objectives of this Manual are to:

- provide employers and employees with a detailed explanation of the new classification structure;
- provide employers and employees with the method of transferring to the new classification structure during the transition period;
- provide a progress report in relation to other award restructuring issues.

This Manual should be retained and used to file future award restructuring information. Updates will be supplied as they become available.

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Additional copies of this Manual may be purchased on application to any of the organisations listed on pages 71 to 74.

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3 INTRODUCTION

3.1 NATIONAL WAGE CASE - AUGUST 1989

In its National Wage Case decision of August 1989 the Australian Industrial Relations Commission (AIRC) continued the process of award restructuring by linking wage increases to the implementation of award restructuring initiatives.

Specifically, the Commission provided wage increases of $10, $12.50, $15 or 3% per week (depending on an employee's classification) as a first instalment and a second increase of the same order to be available not earlier than six months after the first increase.

Such increases were subject to the Commission's satisfaction that the parties to the award had co-operated in a fundamental review of the award and were implementing measures to improve the efficiency of industry and provide employees with access to more varied, fulfilling and better paid jobs.

3.2 METAL AND ENGINEERING INDUSTRY - IMPLEMENTATION OF AWARD RESTRUCTURING

3.2.1 20 SEPTEMBER 1989 VARIATIONS

The variations of 20 September 1989 to the Metal Industry Award and Metal Industry (Engine Drivers and Firemen's) Award commenced the formal process of award restructuring in the metal and engineering industry.

Those variations included:

- the first structural efficiency wage increase ($15 or 3%, $12.50 or $10 per week)
- the first broadbanding adjustment resulting from broadbanding of existing award classifications into the 14 new classification levels
- the requirement that employees perform a wider range of duties and thereby achieve a greater level of flexibility at the workplace
- the testing of a draft new classification structure

3.2.2 TESTING THE DRAFT NEW CLASSIFICATION STRUCTURE

In October 1989 the new classification structure was tested in approximately 150 companies throughout Australia. The objective of the testing process was to determine whether the proposed new classification structure:-

- is appropriate to the needs of the industry both at present and for the future,
- is practical and realistic,
- does not involve unsustainable labour cost increases.

At the conclusion of the testing process a number of changes were made to the classification structure based on comments and concerns

raised by employers and unions.

An outline of the new classification structure is contained in Section 5 of this Manual. Full details are set out in Section 7.

3.2.3 20 MARCH 1990 TRANSITION/IMPLEMENTATION

The award variations of 20 March 1990 involved:

- the second structural efficiency wage increase ($15 or 3%, $12.50 or $10 per week)
- the second broadbanding adjustment
- the first minimum rate adjustment
- award variations to enhance flexibility both at the industry and enterprise levels
- the development and implementation of training programmes at each enterprise
- implementation of the new classification structure during the transition/implementation period.

3.2.4 OBJECTIVES OF THE TRANSITION/IMPLEMENTATION PERIOD

During the transition/implementation period the objectives for employers, unions and employees are to:

- familiarise themselves with the new classification structure;
- transfer employees from existing classifications to their appropriate new classification (details of the transfer process are provided in Section 8 and 9);
- implement the new classification structure and operate under the broader definitions;
- identify and resolve any problems created by the transition; and
- advise either their employer organisation or union of any special problems they may have encountered or envisage for the future.

3.2.5 REVIEW OF THE TRANSITION/IMPLEMENTATION PERIOD

Towards the end of the transition/implementation period the parties at the national level will review the operation of the transition/implementation period and will make any agreed amendments to the new classification structure.

THE NEW CLASSIFICATION STRUCTURE: ESSENTIAL FEATURES AND UNDERLYING PRINCIPLES

4.1 ESSENTIAL FEATURES

4.1.1 A SINGLE STRUCTURE OF 14 LEVELS

The new structure combines all existing classifications into a single structure of 14 classification levels.

Through definitions based on training and skill the 14 levels provide production, trade and technical employees with the opportunity to progress to higher levels in the structure.

4.1.2 INCORPORATION OF METAL INDUSTRY AWARD AND METAL INDUSTRY (ENGINE DRIVERS AND FIREMEN'S) AWARD

The new classification structure incorporates all the existing classifications contained in the following Awards into a single inter-related, classification structure:

1. Metal Industry Award

Part I Wages Employees

Part II Draughtsmen, Production Planners and Technical Officers

Part III Professional Engineers

Part IV Professional Scientists

Part V Foremen and Supervisor

2. Metal Industry (Engine Drivers and Firemen's) Award

Part I Wages Employees

Note: Whilst these awards now share a common classification structure, the existing separate award provisions still apply until the new Metal and Engineering Industry Award is completed.

4.2 UNDERLYING PRINCIPLES

4.2.1 SKILLS AND TRAINING STANDARDS

The new classification structure is based on definitions which specify the skill, competency and training requirements for each classification level.

These classification levels are based on the national qualifications outlined by the Australian Council of Tertiary Awards (ACTA).

The classification structure is accompanied by a set of skill and competency standards which indicate the skills an employee should be capable of performing at each level of the classification structure. It is important to understand that all skills and training requirements under the new award structure are based on competency standards issued by the National Training Board.

Individual employees will no longer be identified by specific classification titles which describe narrow job functions or technologies such as "fitter", "welder", "storeman" or "process worker". Rather,

employees will be identifiable by their levels of training and skill. For example, a fitter will be identified as an "Engineering Tradesperson (Mechanical) Level I" (C10) and a process worker will be identified as an "Engineering Production Employee Level II" (C13).

4.2.2 A DEFINED CAREER PATH

The new classification structure provides definable career paths for employees. Through appropriate training and satisfaction of the skill and competency standards for each classification level, employees will be able to progress up the classification structure. Movement up the career path may involve cross-skilling or further specialisation.

4.2.3 BROADER JOB FUNCTIONS

As indicated above, specific classification titles such as "fitter", "process worker" or "welder" have been eliminated from the new structure and replaced with new skill based titles.

The new classification structure definitions and job descriptions are broader and allow employees to perform a wider range of functions or jobs within their classification.

For example the job functions of employees classified as production employees (such as process workers, machinists, etc) may be broadened, through the appropriate training, to include minor machine maintenance and operation of multiple equipment.

Similarly, the work a tradesperson can do may be broadened after completing appropriate training to include jobs not previously undertaken by that trade. This may involve mechanical, fabrication and electrical/electronic skills which are not solely confined to that tradesperson's "core" skills or trade.

This does not mean that cross skilling between the trades will occur overnight. It will gradually change as tradespeople complete appropriate formal training to extend the range of work they can do. See Section 12 for details of changes to the training system.

For all employees the combination of skills to be exercised will be determined through appropriate consultation mechanisms or the plant training committee and will be subject to the completion of the appropriate training to enable the employee to perform the work safely and competently.

4.2.4 DEMARCATION AND LABOUR FLEXIBILITY

The broader definitions of the new classification structure allow management, unions and employees to discuss ways to re-design jobs so that employees perform a wider range of tasks by utilising existing skills and acquiring extra skills through accredited training. This will not only help overcome demarcations but will ensure that labour flexibility is continually enhanced.

If the classification structure is to operate effectively in providing employees with career paths and with broader and more skilled jobs,

then old, narrow definitions of an individual employee's job have to be discarded in favour of the wider definitions of the new classifications. The new classification structure is also intended to eliminate artificial demarcation between different jobs and different unions by increasing the flexibility of individual employees through training in new skills and responsibilities and by overcoming barriers to the use of their existing skills.

The new classification structure means that the only question should be whether an employee has the appropriate training to perform the work safely and competently.

The employers and the unions are committed to overcoming demarcation problems as part of the award restructuring process. The parties are jointly developing a procedure for dealing with disputes which might arise over demarcation issues.

WAGE GROUP	CLASSIFICATION TITLE	RELATIVITY TO C10 *(SEE 5.1 & 5.2)*
C1(b)	Professional Engineer Level IV Professional Scientist Level IV	210%
C1(a)	Professional Engineer Level III Professional Scientist Level III	180%
C2 (b)	Experienced Engineer Level II Experienced Scientist Level II Principal Technical Officer	160%
C2(a)	Leading Technical Officer Principal Supervisor/Trainer/Co-ordinator	150%
C3	Engineering Associate Level II	145%
C4	Engineering Associate Level I	135%
C5	Engineering Technician Level V Advanced Engineering Tradesperson Level II Graduate Engineer Level I Graduate Scientist Level I	130%
C6	Engineering Technician Level IV Advanced Engineering Tradesperson Level I Graduate/Diplomate Scientist Level I (3 year course)	125%
C7	Engineering Technician Level III Engineering Tradesperson Special Class Level II	115%
C8	Engineering Technician Level II Engineering Tradesperson Special Class Level I	110%
C9	Engineering Technician Level I Engineering Tradesperson Level II	105%
C10	Engineering Tradesperson Level I Production System Employee	100%
C11	Engineering Production Employee Level IV	92.4%
C12	Engineering Production Employee Level III	87.4%
C13	Engineering Production Employee Level II	82%
C14	Engineering Production Employee Level I	78%

TRAINER/SUPERVISOR/CO-ORDINATOR

Level I	Not less than 122% of the highest wage rate paid to the highest technically qualified employee under supervision and/or training (excluding leading hands)
Level 2	Not less than 115% of the highest rate of pay of persons supervised and/or trained.
Technical	Not less than 107% of the wage rate applicable to the employee's technical classification.

The classification definitions are contained in Section 7 of this Manual.

5.1 AWARD WAGE RELATIVITY TO C10

Each classification award wage (as distinct from overaward wage) is expressed as a percentage of the award wage for the C10 classification - Engineering Tradesperson Level 1 (i.e. basic trades employee).

The establishment of such relativities has been necessary as a result of the August 1989 National Wage Case decision and the establishment of a single, inter-related classification structure.

5.2 PHASING IN OF AWARD PERCENTAGES

The award percentages indicated in the table are being phased-in during the period March 1990 to July 1991, so that after July 1991 the actual award wage (in dollars per week) will reflect the percentages expressed above.

This will occur as part of the overall broadbanding of classifications and wages referred to in Section 9.

5.3 NO APPLICATION TO OVERAWARD WAGES

The award percentages do not relate to overaward payments. That is, the overaward wages paid to employees need not conform to the award wage relativities. Clearly, overaward payments are an enterprise specific matter and can differ between classifications and between employees within the same classification.

For example, the award will establish an award rate for an engineering Production Employee Level II C13 (process worker) at 82% of the award rate for an Engineering Tradesperson Level I - C10 (fitter). If a process worker (C13) and a fitter (C10) are paid above the award rate, it is not necessary, nor is it intended, that the process worker's (C13) actual weekly wage paid be 82% of that paid to the fitter (C10).

5.4 UNION COMMITMENT

It is agreed between the parties that the process of transition from the old classification structure to the new classification structure cannot in itself justify a wage increase in addition to any general wage increase which might be awarded by the Industrial Relations Commission. During the transition/implementation period the unions will not support claims for levelling up overaward payments. However, the unions have expressed concern about the broadbanding of employees with different overaward payments into the same new classification level where those employees perform work of a like nature.

The parties have agreed to discuss during the transition period the most effective way of implementing broadbanding consistent with award restructuring.

Section 6 deals with the effect of the new classification structure upon the various categories of employees under the old structure. Each category is dealt with separately.

6.1 WAGES EMPLOYEES

[Part I of the Metal Industry Award and the Metal Industry (Engine Drivers and Firemen's) Award].

6.1.1 NON-TRADES EMPLOYEES

Non-trades employee classifications are located between levels C14 to C10 (inclusive) in the new structure. Levels C14 to C11 are known as Engineering Production Employees, whilst at level C10, the non-trades employee is known as a Production System Employee (see below).

An employee's current correct award classification will determine his/her location within these new levels.

The steps to be taken to determine the correct new level for each existing classification are set out in Section 8 and *Appendices 6 and 7*. However, some examples are:

C14: general labourer, employee not elsewhere classified;

C13: process worker, assistant furnaceman, press operators, FRP laminator (other);

C12: machinist 2nd class, storeman/packer, dogman, trades assistant,wire worker (grade III), sheetmetal worker 2nd class;

C11: rigger, forklift driver, die setter, guillotine operator.

A Career Path

For the first time, the classification structure will provide non-trades employees with a structured career path. A non-trades employee will now be able to advance up the classification structure through levels C14 to C10 and then either through trade, technical, or trainer/supervisor/coordinator training to C1.

Levels C14/C13

For employees to progress from level C14 to C13 they will be required to work at a level of skill and competence which satisfies the definition and skill standards of the C13 level in the classification structure.

Levels C12/C11/C10

For employees to progress into levels C12/C11/C10 it will be necessary to complete formal on and off the job training through a new course, the Engineering Production Certificate (see 6.1.2).

Advancement beyond level C10 will be entirely dependent upon the completion of appropriate formal technical or trainer/supervisor/coordinator training to the competency standards issued by the National Training Board.

For example a C10 Production System Employee may seek to train further in a production role by training in technical areas such as production planning.

Definitions and draft skill standards (to be issued when available) for each level are set out in Section 7 of this Manual.

6.1.2 PRODUCTION SYSTEM EMPLOYEE

A new classification, a production system employee, has been established at level C10.

As can be seen from the definitions and draft skill standards (to be issued when available) set out in Section 7, it equates to a base trades employee in terms of training, skill and competence.

In order to be classified as a production system employee in future, non-trades employees will be required to have completed a new course being developed in three stages specifically for non-trades employees - the Engineering Production Certificates.

Engineering Production Certificates (Levels I, II, III)

These three courses are being designed to provide formal training in the skills covered in the definitions for the levels C12, C11 and C10 (production system employee). In order to be classified at C12 an employee would be required to complete the engineering production certificate level I, the C11 employee the 2nd certificate level and the C10 employee, the 3rd certificate level.

These requirements do not apply in the transition from the old classification to the new classification structure. Existing employees will transfer across to the new structure in accordance with the procedures outlined in section 8 of this Manual. The requirements to complete the various levels of the Engineering Production Certificates in order to advance into levels C12/11/10 will apply in future when these courses are fully operative.

6.1.3 JUNIOR EMPLOYEES

Junior employees (under 21 years of age) will still be employed as juniors under the new classification structure. Their rate of pay will continue to be a set percentage (depending on their age), of the weekly base rate for an Engineering Production Employee Level II (C13). These percentages are unchanged from the current award provisions.

It is hoped than an increasing number of juniors will be engaged as trainees, involving formal on and off-the-job training (see 6.1.4 below).

6.1.4 TRAINEES (AUSTRALIAN TRAINEESHIP SYSTEM)

In addition to the normal intake of junior employees, employers will be encouraged to participate in the Australian Traineeship System. As from 30 November 1989 the Metal Industry Award was varied to allow the employment of trainees in accordance with the Australian Traineeship Scheme established by the Federal Government.

The traineeship will provide structured training and career opportunities for young people (aged between 16-19 years) entering the industry at non-trade levels.

The traineeship is for a period of 52 weeks full time employment and

involves a 13 week period of formal off-the-job training either through TAFE or some other approved training provider (such as an individual employer).

Full details of the award Traineeship provisions are set out in Appendix 8.

Discussions are continuing about which classification level is appropriate for an employee who has completed a traineeship.

6.1.5 TRADES EMPLOYEES

Trades employees under Part I of the current Metal Industry Award are located between levels C10 and C6 of the new classification structure.

An employee's current correct award classification will determine his/her location within these new levels.

For example, a tradesperson is classified at C10 (Engineering Tradesperson - Level 1), a special class tradesperson is classified at C8 (Engineering Tradesperson Special Class Level I) and an electronics tradesperson is classified at C6 (Advanced Engineering Tradesperson Level 1).

A Career Path

As with non-trades employees, the new classification structure provides trade level employees with the opportunity to advance up the levels to C1. This can be done by undertaking and completing additional formal training.

Each classification level sets out the qualification required for entry at that level. Definitions and skill standards (to be issued when available) are set out in Section 7.

6.1.6 SPECIAL CLASS TRADESPERSON

It is important to understand that under the new classification structure there are two levels of special class tradesperson. All employees currently classified under the existing award as either electrician special class or mechanical tradesperson special class, will transfer to C8 in the new classification structure. They are classified as Engineering Tradesperson Special Class Level I.

The new Engineering Tradesperson Special Class Level II classification at level C7 is a new classification requiring experience and qualifications at a level above and beyond that for the existing special class level.

The post trade qualifications referred to in the definition for level C7 are not directly comparable with existing post trade qualifications and the possession of such qualifications does not itself justify the classification of a tradesperson at this level.

6.1.7 LEADING HAND ALLOWANCE

The existing leading hand allowance under Part I of the Award will continue to apply under the new classification structure. However it is suggested that during the transition/implementation period the parties at each establishment should review the incidence of the leading hand allowances, especially in the case of employees not performing a leading hand function. It may be possible to incorporate such allowances into the normal weekly wage. This review will help to reduce the

anomalies which might be carried into the new classification structure.

6.1.8 APPRENTICES

The award will continue to provide for the indenture of apprentices. However, because specific classifications such as fitter, welder, sheet metal worker or electrician will no longer exist, in future, apprentices will be indentured to become engineering tradespersons in one of the three engineering streams eg. Engineering Tradesperson (Electrical/ Electronic).

Apprentice Training

In future, apprentice training will involve three broad engineering steams:-

- electrical/electronic;
- fabrication;
- mechanical.

Consistent with broader classification definitions, apprentice training will also be broader, involving new modules in areas such as quality control, computing and communications. These broad based modules will also involve some preliminary training in all the three streams above before the training becomes more specialised in one of the streams (see Section 7 for definitions of the streams).

Training in this new method is already being piloted in a number of TAFE colleges during 1990 and it will be available more generally in 1991.

Adult Apprentices

As of 30 November 1989 the Metal Industry Award Part I now provides for the engagement of adults (persons 21 years of age and over) as apprentices.

The adult apprenticeship provisions will enable semi-skilled employees to obtain trades level qualifications.

The amount of training to be completed will be determined in each case by the relevant State Training Authority - based on the employee's work experience and educational standards.

Although arrangements regarding rates of pay are somewhat different, other terms of a normal apprenticeship apply.

Full details are set out in Appendix 9 of this Manual.

6.2 TECHNICAL, DRAUGHTING AND PLANNING EMPLOYEES - METAL INDUSTRY AWARD PART II

With the exception of the old classification of Tracer, Part II employees are located between the levels of C10 and C2 in the new classification structure. The exact level again is dependent upon the employee's current award classification. Tracers are classified at level C12 - Engineering Production Employee Level III.

As with all other employees, advancement within the new classification structure will be dependent upon employees completing additional formal training.

Each classification level sets out the required qualification for entry at that level. Definitions and skill standards are set out in Section 7.

6.2.1 SPECIAL TRANSITIONAL PROVISIONS RELATING TO PART II OF THE METAL INDUSTRY AWARD

Part II of the Metal Industry Award currently provides for service increments based on years of service in the relevant classifications. Progression is currently based on service rather than a combination of skill, knowledge and experience.

In addition, many existing employees have an expectation that, after a certain number of years experience, they will move to a higher level in their classification. For example a detail draughtsman moving to a senior detail draughtsman.

However, a classification structure based on years of service is clearly not consistent with the new structure which is based on training, skills, and competency standards.

Nevertheless, given the existing structure within Part II of the award and expectations which have been generated, the unions and employers have agreed, in order to assist the transition, that existing employees only employed under Part II should maintain their entitlements to service increments. Furthermore, in the transition from the old classification to the new structure they should be able to rely on a reasonable expectation that they should be able to progress to higher levels.

Accordingly, the following provisions shall apply:-

6.2.2. SERVICE INCREMENTS

A. A Technician who is classified at C9 level shall receive after the completion of three years experience at that level (which includes experience at the equivalent level under the old classification structure) an additional two per cent (2%) of the wage rate applicable to level C9 and, upon completion of a further year of experience at that level, shall receive an additional five per cent (5%) per week;

B. A Technician who is classified at C8 level, after completion of four years of experience (which includes experience at the equivalent level under the old classification structure) shall receive an additional five per cent (5%) per week of C8 wages;

C. An Engineering Associate who is classified at C4 level after completion of two years of experience (which includes experience at the equivalent level under the old classification structure) shall receive an

additional five per cent (5%) per week of the wage rate applicable to level C4.

Note: Service increments will not apply to new employees employed after 20 March 1990.

6.2.3 PROGRESSION TO THE NEXT HIGHEST CLASSIFICATION LEVEL AND BEYOND WHERE QUALIFICATIONS AND STANDARDS ARE NOT IN PLACE

Until all the competency standards and qualifications are in place for a given classification level, existing employees covered by the Metal Industry Award Part II may continue to progress to a higher classification level on the basis of:

"Six months satisfactory performance of the work which is of the same nature and which requires the application of a similar standard of knowledge and/or engineering experience" to that which is prescribed by the definition, training, skill and competency standards for the next highest level.

Technical officers may also be classified as C2b Principal Technical Officers on this basis until such time as standards are finalised and diploma level courses are available. For example, if a detail draughtsperson for a period of six months satisfactorily performs work at the C6 level then the employee may be reclassified.

It should be noted that these arrangements do not apply to new employees (i.e. employees engaged after 20 March 1990) and expire after the competency standards and qualifications are in place for a given classification level. An employee may apply for reclassification to a higher level in accordance with the procedures set out in paragraphs 10.3, 10.4 and 10.5 of this Manual.

6.2.4 PART II LEADING HAND ALLOWANCE

The award previously prescribed a specific additional weekly payment for employees classified as "leading hands" under Part II of the award. For example, a Leading Tracer received an additional $11.80 per week and a leading Design Draftsperson an extra $30.40 per week (prior to 20 March 1990).

These specific allowances have been replaced and will now be expressed as 7% additional to the award rate for the employee's classification. That is, a Leading Tracer will receive 7% additional to the award rate for a tracer and a Leading Design Draughtsperson will receive 7% additional to the design draughting award rate.

This change is effective from the beginning of the first pay period to commence on or after 20 March 1990.

Increase to be Absorbed

Any increase in the leading hand or supervisory allowance resulting from this change in excess of a 3% increase is to be absorbed into over award payments.

6.2.5 TECHNICAL COMPUTING ALLOWANCE

The allowance for employees engaged in the application of technical computing equipment remains in the award as a flat money amount.

6.2.6 EXISTING AWARD CONDITIONS APPLY

Whilst existing classifications under Part II of the award have been merged with other classifications into the single structure, existing award conditions continue to apply.

6.3 PROFESSIONAL ENGINEERS – METAL INDUSTRY AWARD PART III

The new single classification structure of 14 levels also incoporates existing professional engineering classifications within Part III of the Metal Industry Award. Professional engineering classifications are located between levels C5 and C1 in the new structure. An employee's current correct award classification will determine his/her location within these new levels.

6.3.1 COMPARISON OF OLD AND NEW CLASSIFICATIONS

The new classification level and title for all existing professional engineering classifications is as follows:

OLD CLASSIFICATION	NEW CLASSIFICATION	WAGE GROUP
GROUP A QUALIFIED ENGINEER a. Non Graduate b. Graduate	Graduate Engineer Level I	5
EXPERIENCED ENGINEER Experienced Engineer I Experienced Engineer II	Experienced Engineer Level II	2(b)
GROUP B	Professional Engineer Level III	1(a)
GROUP C	Professional Engineer Level IV	1(b)

The full definitions for each classification level are contained in Section 7 of the Manual. Existing employees will transfer to the new classification structure in accordance with the above schedule.

6.3.2 NON GRADUATE ENGINEERS

As the above schedule indicates, the new classification structure broadbands both existing Group A Qualified Engineer classifications (Non Graduate and Graduate) into the one classification - Graduate Engineer Level 1, located at Level C5.

This is the entry level under the new structure. There is no provision for a non-graduate engineer classification.

In order to address the position of non-graduate engineers currently employed the award contains the following provision:

"Provided that any employer employing a non-graduate engineer at the date of this application (7 May 1990) may apply to the Australian Industrial Relations Commission for an exemption from the requirement to increase the award salary to the level of Graduate Engineer Level I".

6.3.3 EXPERIENCED ENGINEERS

The old classifications of Experienced Engineer I and II have been broadbanded into the new classification of Experienced Engineer Level II. This forms the second level in the career path for professional engineers under the new structure.

The Award now provides that: "It is expected that a Graduate Engineer Level I will advance to Experienced Engineer Level II following the progressive acquisition of skills and competence and such employee's competence and salary will be reviewed regularly during that period".

6.3.4 WAGES AND SALARIES

In keeping with the remainder of the classification structure, wages and salaries for professional engineers will now be expressed in the award as a weekly amount rather than as an annual salary. This does not, however, affect existing methods of paying wages and salaries.

Supplementary Payments

Consistent with the August 1989 National Wage Case decision and the remainder of the classification structure, the award wage will comprise both a base rate and a supplementary payment. Together these rates comprise the minimum award rate.

Supplementary payments were introduced in the award variations of 7 May 1990. They are to be absorbed into any existing overaward payments being made to an engineer.

Future Minimum Rates Adjustment

Further adjustments to the award rates of pay for professional engineers will be required in the future in order to meet the award wage relativities of the new classification structure (see section 5 of the Manual).

These adjustments will be phased in over a two year period and are to be absorbed within existing over-award payments. The next adjustment is due in November 1990. Further information will be provided.

6.3.5 TRAINEE ENGINEERS

Existing award provisions and wage rates for trainee engineers under part VI of the Metal Industry Award remain unchanged.

6.3.6 EXISTING AWARD CONDITIONS APPLY

Notwithstanding that the professional engineer classifications are now contained within a common classification structure the existing provisions of the Metal Industry Award Part III still apply.

6.4 PROFESSIONAL SCIENTISTS - METAL INDUSTRY AWARD PART IV

The new single classification structure of 14 levels also incorporates existing professional scientist classifications within Part IV of the Metal Industry Award. Professional scientist classifications are located between levels C6 and C1 in the new structure. An employee's current correct award classification will determine his/her location within these new levels.

6.4.1 COMPARISON OF OLD AND NEW CLASSIFICATIONS

The new classification level and title for all existing professional scientist classifications is as follows:

OLD CLASSIFICATION	NEW CLASSIFICATION	WAGE GROUP
GROUP A QUALIFIED SCIENTIST a. Non Graduate/Diplomate	Graduate/Diplomate Scientist Level I (3 year course) Graduate Scientist Level I (4 or 5 year course)	 6 5
EXPERIENCED SCIENTIST I EXPERIENCED SCIENTIST II	Experienced Scientist Level II	2(b)
GROUP B	Professional Scientist Level III	1(a)
GROUP C	Professional Scientist Level IV	1(b)

The full definitions for each classification level are contained in section 7 of the Manual.

Existing employees will transfer to the new classification structure in accordance with the above schedule.

6.4.2 EXPERIENCED SCIENTISTS

The old classifications of Experienced Scientist I and II have been broadbanded into the new classification of Experienced Scientist Level II.

This forms the second level in the career path for professional scientists under the new structure.

The award now provides that: "It is expected that a Graduate Scientist Level I will advance to Experienced Scientist Level II following the progressive acquisition of skills and competence and such employee's competence and salary will be reviewed regularly during that period."

6.4.3 WAGES AND SALARIES

In keeping with the remainder of the classification structure, wages and salaries for professional scientists will now be expressed in the award as a weekly amount rather than as an annual salary. This does not, however, affect existing methods of paying wages and salaries.

Supplementary Payments

Consistent with the August 1989 National Wage Case decision and the remainder of the classification structure, the award wage will comprise both a base rate and a supplementary payment. Together these rates comprise the minimum award rate.

Supplementary payments were introduced in the award variations of 7 May 1990. They are to be absorbed into any existing overaward payments being made to a scientist.

Future Minimum Rates Adjustments

Further adjustments to the award rates of pay for professional engineers will be required in the future in order to meet the award wage relativities of the new classification structure (see section 5 of the Manual).

These adjustments will be phased in over a two year period and are to be absorbed within existing overaward payments. The next adjustment is due in November 1990. Further information will be provided.

6.4.4 TRAINEE SCIENTISTS

Existing award provisions and wage rates for trainee scientists under part VI of the Metal Industry Award remain unchanged.

6.4.5 EXISTING AWARD CONDITIONS APPLY

Notwithstanding that the professional scientist classifications are now contained within a common classification structure the existing provisions of the Metal Industry Award Part IV still apply.

FOREMEN AND SUPERVISORS - METAL INDUSTRY AWARD PART V

The old foremen and supervisors classifications have been replaced by a new classification known as "Trainer/ Supervisor/Co-ordinator".

This new classification comprises three (3) levels - Levels I and II and a Technical Level.

Level I	Employees currently classified as a Foreman/Supervisor of either trades or non-trades employees will transfer to Trainer/Supervisor/Co-ordinator Level I.
Level II	Employees currently classified as a General Foreman/ Supervisor (ie. a foreman/supervisor who supervises the work of other foreman or supervisors) will transfer across to Trainer/Supervisor/Co-ordinator Level II.
Technical Level	The Trainer/Supervisor/Co-ordinator Technical Level classification applies to employees engaged in supervising other employees employed in the technical fields, such as those under Part II of the current Metal Industry Award (i.e. draughtsmen, technical officers, etc).

6.5.1 WAGE RATES

Award wage rates for the Trainer/Supervisor/Co-ordinator classification will now be based on the payment of a specified percentage

margin over the ordinary time wage rate (excluding leading hand allowances) being paid to the highest technically qualified employee under the supervision of each supervisor, or, in the case of a technical level supervisor, on a margin over the employee's classification wage rate.

This replaces the existing method of a flat money margin over the average wage of the employees under supervision. For example, if a supervisor has responsibility for a group of employees classified in levels C13 and C12, the supervisor wage rate is based on the prescribed margin over the highest ordinary time rate applicable to the C12 employees, excluding leading hand allowances.

The new Award does not distinguish between trade or production co-ordinators/supervisors. Of course there may still be a distinction on the job and in the appropriate technical training required. The new margin is 22% above the highest qualified employee supervised. So an employee supervising production workers is paid 22% above the highest production worker rate as a minimum. An employee supervising tradespeople is paid 22% above the highest trades rate as a minimum.

Minimum Rate

The award also prescribes a minimum weekly rate which only applies should the percentage formula result in a weekly wage rate less than the minimum rate.

For example, the minimum rate for a trainer/supervisor level 1 is currently $433.70 per week (as from 20 March 1990). The percentage to be applied to the wage rate of the highest technically qualified employee under supervision at this level is 122%. Should the application of this percentage result in an amount less than $433.70 per week, then the minimum rate of $433.70 will apply.

Fluctuating Wages of Employees Under Supervision

Excluding normal award variations, from time to time the highest wage rate amongst any group of employees under supervision will change. In order to avoid regular fluctuations of a supervisors weekly wage the following procedure applies:-

Wage rates should be calculated each quarter on the basis of the average actually received by the adult employees supervised for each of the weeks that the 38 hours were worked during the previous quarter. Provided that the rates shall be calculated on 1 February, 1 May, 1 August and 1 November each year.

Provided further that an employer may recalculate wage rates over some other consistent pattern of days each quarter which will not disadvantage the employee concerned.

Wage Increases in Excess of the Structural Efficiency Adjustment

The second structural efficiency adjustment of 20 March 1990 provided employees classified as foreman/supervisor with an increase of $15 or 3% per week.

In the event that any actual wage increase in excess of any structural efficiency adjustment arises out of transferring to the new percentage based calculation of wages, an employer is entitled to phase-in such additional increases in four equal instalments (20 March, 1990, 1 July 1990, 1 January 1991 and 1 July 1991) over the period to 1 July 1991.

In other words, if an individual supervisor's current weekly wage rate (post 20 March 1990) is less than that prescribed by the new percentage wage calculation and his or her wage must be increased to meet the new percentage margin, such increase may be phased-in over the period to July 1991 in the four equal instalments noted above.

In such cases any queries should be directed to your employer association or union.

Full details of the Trainer/Supervisor/Co-ordinator classification are set out in Section 7 of this Manual.

6.5.2 SUPERVISOR TRAINING

The definitions and standards which accompany the classification structure will also require that, in future, employees will have to undertake formal supervisory training in order to satisfy the definitions. An appropriate course is being developed by TAFE. The new award therefore encourages the acquisition of accredited training which has industry wide recognition.

The lack of any formal training will not affect the new classification level of current supervisors/forepersons, who will transfer across in accordance with the procedure outlined above in 6.5.

Existing foremen/supervisors transfer automatically to the new levels. Until courses and standards are in place, six months demonstrated performance at the relevant level of supervision will be sufficient to justify promotion to a supervisor/trainer/coordinator classification.

The new award recognises the increasing role of supervisors in training and coordination and this will be reflected in the accredited training courses for supervisors/trainers.

The new award will also recognise additional payment for further technical skills and training but the amount is yet to be negotiated.

6.5.3 EXISTING AWARD CONDITIONS APPLY

Whilst the classification structure and definitions have been changed, the existing provisions under Part V of the Metal Industry Award continue to apply.

6.6 NEW EMPLOYEES

The objectives of the transition/implementation period are to enable employers and employees at each establishment to familiarise themselves with the new classification structure, transfer existing employees to that structure and operate under it in place of the old structure.

After each establishment has transferred existing employees to their new classification titles and levels, new employees after this date will be employed under the new classification structure. At which level in the new classification structure they will be classified will depend on the same factors used to classify employees in the past, including:-

- the employee's formal qualifications;
- the job the employee will be performing;
- the employee's skills and competencies.

Irrespective of whether the existing employees have transferred to the new classifications, all new employees should now be classified into the new structure according to the above criteria.

6.6.1 WAGE RATE AND CLASSIFICATION LEVEL FOR EMPLOYEES WITHOUT RELEVANT WORK EXPERIENCE

i. Employees with Qualifications

Employees without prior experience in the metal and engineering industry or other relevant work experience shall start at the classification corresponding to their level of academic or technical training based upon the following formula. Provided that the employee must satisfy the requirements of the award definitions in order to be classified at such level and be paid the full wage rate specified.

Wage rate for employees commencing work holding advanced certificate level qualification or equivalent.

0	77%
1	85%
2	96%
3	100%

Years of relevant work experience in current position - % of C5 rate

Wage rate for employees commencing work holding associate diploma qualification or equivalent.

0	72%
1	79%
2	89%
3	93%
4	100%

Years of relevant work experience in current position - % of C3 rate

ii. Employees Undertaking Training

The wage rate for employees without experience or qualifications commencing work in technical fields shall be in accordance with the following formula. This includes those working in technical or related areas while undertaking training in the qualifications prescribed in the definitions for classifications above C10 . For example a Technical Assistant who does not have a trade qualification but is undertaking formal training.

0	83%
1	88%
2	95%
3	100%

Years of relevant work experience in current position - % of C9 rate

iii. The wage rate for employees without work experience but holding a Diploma is still being developed.

Note: Technical trainees are covered by clause 6 of the Metal Industry Award (Part 2). The clause covering those employees undertaking training will be updated in relation to adults in the award modernisation process.

6.7 ON-SITE CONSTRUCTION WORK - METAL INDUSTRY AWARD APPENDIX A

Appendix A of the Metal Industry Award, which covers on-site construction work has effectively been replaced by a separate new award, the National Metal and Engineering On-Site Construction Industry Award 1989.

This award became operative from 18 April 1989. The new award is part of the award restructuring process in the building and construction industry. Employees engaged in construction work and previously covered under Appendix A are now covered by the new Award.

Further information is available from your employer organisation or union.

7.1 EXPLANATORY NOTES

This section provides the following information for each classification level:

- classification definition;
- indicative tasks of an employee at that level;
- skill and competency standards required of an employee at that level (when available);
- the list of current award wage groups (with examples) within each level.

In some classification definitions there is a reference to "x" or "y" modules of training to be completed as part of the training requirement for that classification. The exact requirement is yet to be determined and is thus referred to as "x" or "y".

7.2 WHAT ARE THE SKILL AND COMPETENCY STANDARDS?

The Australian Committee on TAFE Curriculum (ACTC) have developed draft skill and competency standards for the new classification structure. With a new classification structure based on broader job functions, skills and training, it is necessary to specify at each level of the classification structure what skills and competencies an employee must possess and be able to utilise in order to be classified at that level.

Draft Standards have been developed for classification levels C12 to C7. These are being fine tuned before final release. They will be distributed as they are completed. Standards for the other classification levels are in the process of development. These should be available in mid 1990.

By setting out the skills and competencies required of each classification level, the standards:

- provide the basis for the training qualifications specified for each level of the new classification structure;
- provide the basis for the proper classification of employees under the new structure.
- enable employees and employers to clearly understand the skills and competencies employees need to progress within the career structure.
- establish consistent skill requirements and competencies on a national basis;
- provide a mechanism for testing employee claims for reclassification.

WAGE GROUP: C14

RELATIVITY TO C10 78%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL I

An engineering/production employee - level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:-

1. Performs general labouring and cleaning duties;
2. Exercises minimal judgement;
3. Works under direct supervision; or
4. Is undertaking structured training so as to enable them to work at C13 level.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING/ PRODUCTION EMPLOYEE LEVEL I.

Metal Industry Award Part I

G47 Other employees with not less than three months experience;
G48 Employees not elsewhere classified.

WAGE GROUP: C13

RELATIVITY TO C10 82%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL II

An engineering/production employee level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her training:-

1. Works under direct supervision either individually or in a team environment.
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
3. Understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- Repetition work on automatic, semi-automatic or single purpose machines or equipment.
- Assembles components using basic written, spoken and/or diagramatic instructions in an assembly environment;
- Basic soldering or butt and spot welding skills or cuts scrap with an oxy-acetylene blow pipe;
- Uses selected hand tools.
- Boiler cleaning;
- Maintains simple records.
- Uses hand trolleys and pallet trucks
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING/ PRODUCTION EMPLOYEE LEVEL II: C13

Metal Industry Award Part I

G34	Machinist 3rd class; Spray Painter (Ironwork Brush Hand)
G35	Corestove Attendant
G36	Assistant Furnaceman (Foundry)
G38	Die Setter; FRP (including Fibre-Glass) laminator - other
G39	Forger's Assistant; Assistant Furnaceman
G40	Process Worker
G42	Press Operator (Heavy)
G43	Press Operator (Light)
G43A	Operator Trimming or Cutting M/C other
G43B	Assistant on Foaming Machine
G44	Operator Dry Ice Machine (CIG)
G45	Mill Hand and Mixer

Metal Industry (Engine Drivers and Firemen's) Award

Category A	Electric Motor Attendant under 70 kw
Category D	String Crane Driver 5 Tonne or less
Category G	Greaser

WAGE GROUP: C12

RELATIVITY TO C10 87.1%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL III

An engineering/production employee - level III is an employee who has completed an Engineering Production Certificate I or equivalent training so as to enable them to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her training;

1. Is responsible for the quality of his/her own work subject to routine supervision;
2. Works under routine supervision either individually or in a team environment;
3. Exercises discretion within his/her level of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

- Operates flexibly between assembly stations;
- Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- Non-trade engineering skills;
- Basic tracing and sketching skills;
- Receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- Basic inventory control in the context of a production process;
- Basic keyboard skills;
- Advanced soldering techniques;
- Boiler attendant;
- Operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
- Ability to measure accurately;
- Assists one or more tradespersons;
- Welding which requires the exercise of knowledge and skills above C13;
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING/ PRODUCTION EMPLOYEE LEVEL III: C12

Metal Industry Award Part I

G22	Machinist 2nd class; Sheetmetal Worker 2nd Class
G23	Furnaceman-Cupola
G24	Furnaceman - Electric
G25	Wire Worker Grade III
G26	Storeman and/or Packer
G27	Operator in Charge Foaming M/C (plastics division)

WAGE GROUP: C11

RELATIVITY TO C10 92.4%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL IV

An engineering/production employee - level IV is an employee who has completed an Engineering Production Certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a C12 and to the level of his/her training;

1. Works from complex instructions and procedures;
2. Assists in provision of on the job training to a limited degree;
3. Coordinates work in a team environment or works individually under general supervision;
4. Is responsible for assuring the quality of their own work;

Indicative of the tasks which an employee at this level may perform are the following:

- Uses precision measuring instruments;
- Machine setting, loading and operation;
- Rigging (certificated);
- Inventory and store control including:-

licensed operation of all appropriate materials handling equipment; use of tools and equipment within the scope of this level (basic non-trades maintenance);

- Computer operation at a level higher than that of an employee at C12 level;
- intermediate keyboard skills;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for forklift, engine driving and crane driving operations to a level higher than C12;
- has a knowledge of the employer's operation as it relates to the production process;
- lubrication of production machinery equipment;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN. ENGINEERING/ PRODUCTION EMPLOYEE LEVEL IV: C11

Metal Industry Award Part I

G12	Spinner First Class
G12A	Rigger and/or Splicer (SA, VIC, TAS) other than on construction work (NSW & QLD) only
G13	Rigger and Splicer (NSW, QLD)
G14	Fork Lift -over 4550 kg
G15	Cable Jointer Over 6600 volts
G16	Wire Worker Grade 1
G17	Forge Furnaceman
G18	Fork Lift up to 4550 kg

G28	Spraypainter, prime and finishing coat
G29	Bar Shear Operator
G30	Assembler - Window Frame Making
G31	Dogman
G32	Heat Treater Operative
G33	Welder 2nd class
G37	Employee Assisting Tradesman (Foundry)
G41	Trades Assistant

Metal Industry Award Part II

Tracers

Metal Industry (Engine Drivers and Firemen's Award)

Category A	Electric Motor Attendant 70 kw to 180 kw
Category C	Winch Drivers Other
Category D	Hydraulic Station Jib Crane Driver
Category E	Tow Motors
Category F	Boiler Attendant - Fireman
Category G	Greaser - Oiler First class
Category H	Mechanical Plant Operator Group I

G18A	Trades Assistant (On-Site Construction)
G19	FRP (including fibreglass) mould maker
G20	Guillotine Operator
G21	Die Setter/Press Operator

Metal Industry (Engine Drivers and Firemen's) Award

Category A	Electric Motor Attendants 35kw - 180kw
Category B	Locomotive Engine Drivers Carrying Persons
Category C	Winch Drivers - Power House Construction,
Category D	Lofty Cranes - Class I - II - III, Fork Lifts, Mobile Cranes not over 20 tonnes
Category F	Boiler Attendant, 1st Class Fireman
Category H	Mechanical Plant Operators Groups 2-3-4-5

WAGE GROUP: C10

RELATIVITY 100%

ENGINEERING TRADESPERSON LEVEL I
PRODUCTION SYSTEM EMPLOYEE

ENGINEERING TRADESPERSON LEVEL I

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradesperson's Rights Certificate as an:

i. Engineering Tradesperson (electrical/electronic) Level I;
ii. Engineering Tradesperson (mechanical) Level I;
iii. Engineering Tradesperson (fabrication) Level I;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I works above and beyond an employee at C11 and to the level of his/her training;

1. Understands and applies quality control techniques;
2. Exercises good interpersonal and communications skills;
3. Exercises keyboard skills at a level higher than C11;
4. Exercises discretion within the scope of this grade;
5. Performs work under limited supervision either individually or in a team environment;
6. Operates all lifting equipment incidental to his/her work;
7. Performs non-trade tasks incidental to his/her work;
8. Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
9. Able to inspect products and/or materials for conformity with established operational standards.

PRODUCTION SYSTEM EMPLOYEE

A production system employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.

A production system employee works above and beyond an employee at C11 and to the level of his/her training;:-

1. Understands and applies quality control techniques;
2. Exercises good interpersonal and communications skills;
3. Exercises keyboard skills at a level higher than C11;
4. Exercises discretion within the scope of this grade;
5. Performs work under general supervision either individually or in a team environment;
6. Able to inspect products and/or materials for conformity with established operational standards.

Indicative tasks which an employee at this level may perform are as follows:

- Approves and passes first off samples and maintains quality of product;
- Works from basic production drawings, prints or plans;
- Operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of his/her training;
- Can perform a range of engineering maintenance functions including:
- Removing equipment fastenings including use of destructive cutting equipment;
- Lubrication of production equipment;
- Running adjustments to production equipment;
- Operates all lifting equipment;
- Basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- Understands and applies computer techniques as they relate to production process operations;
- First class engine drivers' certificate;
- High level of stores and inventory responsibility beyond the requirements of an employee at C11;
- Assists in the provision of on the job training in conjunction with tradespersons and trainers;
- Has a sound knowledge of the employer's operations as it relates to the production process.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN PRODUCTION SYSTEM EMPLOYEE AND ENGINEERING TRADESPERSON LEVEL I: C10

Metal Industry Award Part I

G8	Toolsmith
G9	Plate Setter/Frame Bender
G10	Fitter; Machinist 1st Class; Welder 1st Class; Electrical Fitter

Metal Industry (Engine Drivers and Firemen's) Award

Category D	Crane Drivers over 20 tonnes to 100 tonnes
Category H	Mechanical Plant Operators Group 6

WAGE GROUP C9

RELATIVITY TO C10 105%

ENGINEERING TRADESPERSON LEVEL II
ENGINEERING TECHNICIAN LEVEL I

ENGINEERING TRADESPERSON LEVEL II

An Engineering Tradesperson Level II is an;

i. Engineering Tradesperson (electrical/electronic) - Level II;
ii. Engineering Tradesperson (mechanical) Level II; or
iii. Engineering Tradesperson (fabrication) Level II;

Who has completed the following training requirement:

i. 33% of the modules towards an appropriate Post Trade Certificate;
ii. Or x percentage of modules towards an Advanced Certificate;
iii. Or y percentage of modules towards an Associate Diploma; prescribed in Appendix X of these definitions.

An Engineering Tradesperson Level II works above and beyond a Tradesperson at C10 and to the level of his/her training:-

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award
2. Exercises discretion within the scope of this grade.
3. Works under general supervision either individually or in a team environment;
4. Understands and implements quality control techniques;
5. Provides trade guidance and assistance as part of a work team;
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable them to perform particular tasks.

ENGINEERING TECHNICIAN LEVEL I

An Engineering Technician - Level I is an employee who has the equivalent level of training and/or experience to a C9 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING TRADESPERSON LEVEL II AND ENGINEERING TECHNICIAN LEVEL I: C9

Metal Industry Award Part I

G2	Inspector
G3	Patternmaker; Toolmaker
G4	Forger and/or Faggoter
G5	Electrical Instrument Maker/Repairer
G6	Hand Engraver

G7 Welder - special class
G2 Electrician in charge of a supply undertaking

Metal Industry Award Part II

Detail Draughtsman
Planning Assistant
Technical Assistant

Metal Industry (Engine Drivers and Firemen's) Award

Category D Floating Cranes - Cockatoo Dockyard
Category D Mobile Crane Drivers - 180 tonnes to 220 tonnes

WAGE GROUP C8

RELATIVITY TO C10 110%

ENGINEERING TRADESPERSON SPECIAL CLASS LEVEL I
ENGINEERING TECHNICIAN LEVEL II

ENGINEERING TRADESPERSON SPECIAL CLASS LEVEL I

A Special Class Engineering Tradesperson Level I means a:-

i. Special Class Engineering Tradesperson (electrical/ electronic) Level I; or
ii. Special Class Engineering Tradesperson (mechanical) Level I; or
iii. Special Class Engineering Tradesperson (fabrication) Level I;

who has completed the following training requirement:-

i. 66% of the modules towards an appropriate post trade certificate or;
ii. x percentage of modules towards an advanced certificate
iii. Or y percentage of modules towards an associate diploma, as prescribed in Appendix X of these definitions.

A Special Class Engineering Tradesperson Level I works above and beyond an employee at C9 and to the level of his/her training:-

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable them to perform particular indicative tasks:-

- Exercises high precision trade skills using various materials and/or specialised techniques;
- Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilise hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

ENGINEERING TECHNICIAN LEVEL II

Engineering Technician - Level II means an employee who has an equivalent level of training and/or experience to an Engineering Tradesperson - Level III but is engaged in detail draughting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at C9 under the supervision of technical staff.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN SPECIAL CLASS ENGINEERING TRADESPERSON LEVEL I AND ENGINEERING TECHNICIAN LEVEL II: C8

Metal Industry Award Part I

G1A Mechanical Tradesperson - Special Class
Instrument Tradesperson - Complex Systems
Electrician Special Class

Metal Industry (Engine Drivers and Firemen's) Award

Category D Mobile Crane Drivers 180 Tonnes to 220 Tonnes

WAGE GROUP C7

RELATIVITY TO C10 115%

ENGINEERING TRADESPERSON - SPECIAL CLASS LEVEL II
ENGINEERING TECHNICIAN LEVEL III

ENGINEERING TRADESPERSON - SPECIAL CLASS LEVEL II

A Special Class Engineering Tradesperson Level II means a:-

i. Special Class Engineering Tradesperson (electrical/electronic) Level II; or
ii. Special Class Engineering Tradesperson (mechanical) Level II; or
iii. Special Class Engineering Tradesperson (fabrication) Level II.

who has completed the following training requirement:

i. An appropriate Post Trade Certificate;
ii. Or x percentage of modules towards an Advanced Certificate;
iii. Or y percentage of modules towards an Associate Diploma;

as prescribed in Appendix X of these definitions.

An Engineering Tradesperson Special Class - Level II works above and beyond a tradesperson at C8 and to the level of his/her training;

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award;
2. Is able to provide trade guidance and assistance as part of a work team;
3. Provides training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:-

- Works on machines or equipment which utilise complex mechanical or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- Works on machines or equipment which utilise complex electrical/electronic circuitry and controls;
- Works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- Works on complex or intricate interconnected electrical circuits at a level above C8;
- Works on complex radio/communication equipment.

NB: The post trade certificate referred to in this definition is not direct-

ly comparable with existing post trade qualifications and the possession of such qualifications does not in itself justify the classification of a tradesperson to this level.

ENGINEERING TECHNICIAN LEVEL III

Engineering Technician - Level III means an employee who has equivalent level of training and/or experience to C7 Special Class Tradesperson Level II but is engaged in one of the following areas:-

- Detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical staff; or
- Possesses a level of training and/or experience at C8 level and exercises cross skilling in technical fields as defined.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING TRADESPERSON SPECIAL CLASS LEVEL II AND ENGINEERING TECHNICIAN LEVEL III: C7

Metal Industry (Engine Drivers and Firemen's) Award

Category D Mobile Crane Drivers Over 220 Tonnes

WAGE GROUP: C6

RELATIVITY TO C10 125%

ADVANCED ENGINEERING TRADESPERSON LEVEL I
ENGINEERING TECHNICIAN LEVEL IV
GRADUATE/DIPLOMATE SCIENTIST LEVEL I (3 YEAR COURSE)

ADVANCED ENGINEERING TRADESPERSON LEVEL I

An Advanced Engineering Tradesperson Level I means an:-

i. Advanced Engineering Tradesperson (electrical/electronic) Level I; or

ii. Advanced Engineering Tradesperson (mechanical) Level I; or

iii. Advanced Engineering Tradesperson (fabrication) Level I; who has completed;

- x modules of an Advanced Certificate;
- Or y modules of an Associate Diploma;
- Or equivalent accredited training.

As prescribed in Appendix X of these definitions.

An Advanced Engineering Tradesperson Level I works above and beyond a tradesperson at C7 and to the level of his/her training;

1. Undertakes quality control and work organisation at a level higher than for C7;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training to employees in conjunction with supervisors/trainers;
4. Performs maintenance planning and predictive maintenance work not in technical fields;

5. Works under limited supervision either individually or in a team environment;

6. Prepares reports of a technical nature on specific tasks or assignments as directed;

7. Exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:-

- Working on combinations of machines or equipment which utilise complex electrical or electronic or mechanical or fluid power principles;
- Working on instruments which make up a complex control system which utilises some combination of electrical, or electronic, mechanical or fluid power principles and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry;
- Applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
- Working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

ENGINEERING TECHNICIAN LEVEL IV

An Engineering Technician Level IV means an employee who has equivalent level training and skills to an Advanced Engineering Tradesperson- Level I but is engaged in one of the following areas to the extent of that training:-

i. Detail draughting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or professional staff; or

ii. Is engaged in planning or technical duties requiring judgement and skill in excess of that required of a technician at C7 level under the supervision of technical and/or professional staff; or

iii. Exercises a level of cross skilling in technical fields as defined.

GRADUATE/DIPLOMATE SCIENTIST LEVEL I (3 YEAR COURSE)

The graduate/diplomate Scientist is the commencement level. The Scientist undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level Definition

Under supervision from higher level Professional Scientists as to method of approach and requirements, the Professional Scientist performs normal professional scientific work and exercises individual judgement and initiative in the application of scientific principles, techniques and methods. In assisting more senior professional scientists by carrying out tasks requiring accuracy and adherence to prescribed methods of scientific analysis, design or computation, the

Scientist draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development, and experience using a variety of standard scientific methods and procedures, enable the professional scientist to develop increasing professional judgement and apply it progressively to more difficult tasks at Level C2(b).

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 tasks performed.

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

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

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ADVANCED ENGINEERING TRADESPERSON LEVEL I, ENGINEERING TECHNICIAN LEVEL IV AND GRADUATE/DIPLOMATE SCIENTIST LEVEL 1:

Metal Industry Award Part I

G1 Electronic Tradesperson
G1 Instrumentation and Controls Tradesperson

Metal Industry Award Part II

Senior Detail Draughtsman
Planning Technician
Technician

Metal Industry Award Part IV

Group A Qualified Scientist; (i) Graduate/Diplomate (3 year course)

WAGE GROUP: C5

RELATIVITY TO C10 150%

ADVANCED ENGINEERING TRADESPERSON LEVEL II
ENGINEERING TECHNICIAN LEVEL V
GRADUATE ENGINEER LEVEL I
GRADUATE SCIENTIST LEVEL I (4 TO 5 YEAR COURSE)

ADVANCED ENGINEERING TRADESPERSON LEVEL II

An Advanced Engineering Tradesperson Level II means an

i. Advanced Engineering Tradesperson (electrical/electronic) Level II
ii. Advanced Engineering Tradesperson (mechanical) Level II;
iii. Advanced Engineering Tradesperson (fabrication)Level II;

who has completed:-

i. An Advanced Certificate; or
ii. y modules of an Associate Diploma; or
iii. equivalent accredited training;

As prescribed in Appendix X of these definitions.

An Advanced Engineering Tradesperson Level II works above and beyond a tradesperson at C6 and to the level of his/her training and:-

1. Provides technical guidance within the scope of this level;
2. Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
3. Has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task;
4. Assists in the provision of on the job training in conjunction with supervisors and trainers.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:-

- Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Advanced Engineering Tradesperson Level I;
- Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

ENGINEERING TECHNICIAN V

An Engineering Technician Level V has an equivalent level of training and/or experience to that of an Advanced Engineering Tradesperson Level II but is engaged in one of the following areas:-

i. Undertakes draughting or planning or technical duties which require the exercise of judgement and skill in excess of that required of C6; or

ii. Exercises a level of cross skilling in technical fields as defined consistent with the training and experience at this level.

GRADUATE SCIENTIST LEVEL I (4 TO 5 YEAR COURSE)

The graduate Scientist is the commencement level. The Scientist undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level Definition

Under supervision from higher level Professional Scientists as to method of approach and requirements, the Professional Scientist performs normal professional scientific work and exercises individual judgement and initiative in the application of scientific principles, techniques and methods. In assisting more senior professional scientists by carrying out tasks requiring accuracy and adherence to prescribed methods of scientific analysis, design or computation, the Scientist draws upon advanced techniques and methods learned during and after the undergraduate course.

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

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

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

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

GRADUATE ENGINEER LEVEL I

The graduate engineer is the 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.

Classification Level Definition

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 II.

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 tasks 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 II is achieved.

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

EXISTING CLASSIFICATIONS CONTAINED IN WAGE GROUP C5;

Group A Qualified Engineer-	(b) Graduate
Group A Qualified Scientist -	(ii) (4 or 5 year course)

WAGE GROUP: C4

RELATIVITY TO C10 155%

ENGINEERING ASSOCIATE LEVEL I

Engineering Associate Level I means an employee who works above and beyond a technician at level C5 and has successfully completed 3rd year part time of an Associate Diploma or the equivalent level of accredited training and is engaged in:-

i. Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or

ii. Planning of operations and/or processes including the estimation of requirements of staffing, materials cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling processes.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN ENGINEERING ASSOCIATE LEVEL I

Metal Industry Award Part II

Design Draughtsman
Production Planner
Technical Officer

WAGE GROUP: C3

RELATIVITY TO C10 145%

ENGINEERING ASSOCIATE - LEVEL II

Engineering Associate Level II means an employee who works above and beyond an Engineering Associate at Level C4 and has successfully completed an Associate Diploma or the equivalent level of accredited training and is engaged in:-

i. Performing draughting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering Associate at Level C4; or

ii. Possesses the skills of an Engineering Associate Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP:C2(A)

RELATIVITY TO C10 150%

PRINCIPAL TRAINER/SUPERVISOR/CO-ORDINATOR
LEADING TECHNICAL OFFICER

LEADING TECHNICAL OFFICER

Leading Technical Officer means an employee who works above and beyond an Engineering Associate Level II at level C3 and has successfully completed 5th year of a part time Diploma or Associate Diploma plus additional training or the equivalent level of accredited training. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined; or

Performs duties in a technical, engineering or scientific field which requires the exercise of judgement and or skill in excess of that required of an Engineering Associate - Level II.

PRINCIPAL TRAINER/SUPERVISOR/CO-ORDINATOR

Principal Trainer/Supervisor/Co-ordinator means a trainer/supervisor/co-ordinator who when engaged at this level:-

1. possesses a sound knowledge of occupational health and safety, industrial relations, and communication processes and is able to use this knowledge in training and leading the work of others;
2. possesses a general knowledge and awareness of the administrative, business and marketing strategies of the enterprise.

Indicative of the tasks which an employee at this level may perform are as follows:-

- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- plans and directs the work of engineering/production employees especially in new work organisation environments e.g. group work arrangements, CIM production techniques.

WAGE GROUP: C2(B)

RELATIVITY TO C10 160%

PRINCIPAL TECHNICAL OFFICER
EXPERIENCED ENGINEER LEVEL II
EXPERIENCED SCIENTIST LEVEL II

PRINCIPAL TECHNICAL OFFICER

A Principal Technical Officer is an employee who has successfully completed a diploma or the equivalent level of accredited training. Within organisational policy guidelines and objectives a Principal Technical Officer:-

i. Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;

ii. Looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;

iii. Is responsible for the coordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;

iv. Plans and implements those programs necessary to achieve the objectives of a particular project;

v. In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation;

vi. Operates within broad statements of objectives without requiring detailed instructions ;

vii. Performs work at the above level of skill in a particular technical field;

viii. Has as the overriding feature of his/her employment the ability to perform creative, original work of highly complex and sophisticated nature;

ix. Provides specialised technical guidance to other employees performing work within the same technical field.

EXPERIENCED ENGINEER LEVEL II

Following development through Level I, a Level II engineer is an experienced engineer 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 skills level but does not necessarily perform the same tasks or functions as a Principal Technical Officer.

or is

A Wage Group C5 employee who has completed additional accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

EXPERIENCED SCIENTIST LEVEL II

Following development through C5 or C6 a Level II Professional Scientist is an experienced scientist who plans and conducts professional scientific work without supervision, but with guidance on unusual features and who is usually engaged in more responsible scientific assignments requiring substantial professional experience. At this level the Professional Scientist performs work at an equivalent skill level but does not necessarily perform the same tasks or functions as a Principal Technical Officer.

or is

A Wage Group C5 or C6 employee who has completed additional accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

EXISTING AWARD CLASSIFICATIONS CONTAINED WITHIN PRINCIPAL TECHNICAL OFFICER, EXPERIENCED ENGINEER II, EXPERIENCED SCIENTIST II:

Metal Industry Award Part II

Principal Technical Officer

Metal Industry Award Parts III and IV

Experienced Engineer I and II
Experienced Scientist I and II

WAGE GROUP C1(A)

RELATIVITY TO C10 160%

PROFESSIONAL ENGINEER LEVEL III
PROFESSIONAL SCIENTIST LEVEL III

PROFESSIONAL ENGINEER LEVEL III

A Level III Professional Engineer performs 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 speciality 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.

or

A Wage Group C2(b) employee who has completed additional accredited education and training (e.g. which may be in the case of engineering one year full-time or two years part-time) so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

PROFESSIONAL SCIENTIST LEVEL III

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

The Professional Scientist may make some original contribution or apply new professional scientific 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 scientist makes responsible decisions on matters assigned, including the establishment of professional scientific standards and procedures, consults, recommends and advises in speciality areas.

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

The Professional Scientist 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.

or is

A Wage Group C2(b) employee who has completed additional accredited education and training (e.g. which may be in the case of science one year full-time or two years part-time) so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

EXISTING CLASSIFICATIONS WITHIN THIS LEVEL:

Scientist Group B
Engineer Group B

WAGE GROUP C1(B)

RELATIVITY TO C10 210%

PROFESSIONAL ENGINEER LEVEL IV
PROFESSIONAL SCIENTIST LEVEL IV

PROFESSIONAL ENGINEER LEVEL IV

A Level IV Professional Engineer is 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 engineering, or expertise (for example, acts as his/her organisation's 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 or technical control over a group of professional staff, in both instances engaged in complex engineering applications.

or is

A Wage Group C1(a) employee who has completed accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

PROFESSIONAL SCIENTIST LEVEL IV

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

The Professional Scientist:-

- initiates or participates in short or long range planning and makes independent decisions on scientific 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 Scientist 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 Scientist supervises a group or groups including Professional Scientists and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex scientific applications.

or is

A Wage Group C1(a) employee who has completed accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

EXISTING CLASSIFICATIONS WITHIN THIS LEVEL

Group C Engineer
Group C Scientist

CLASSIFICATION DEFINITIONS - TRAINER/SUPERVISOR/CO-ORDINATOR

TRAINER/SUPERVISOR/COORDINATOR LEVEL I

Is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed "X" modules of training in supervision and/or training. Such an employee shall receive not less than 122% of the rate paid to the highest technically qualified employee supervised or trained (excluding leading hands allowances).

It has been agreed in principle that a trainer/supervisor/ coordinator who acquires additional accredited technical training which is relevant to the performance of his/her work shall receive an additional amount to be negotiated between the parties. Notwithstanding no supervisor/trainer/co-ordinator shall receive an increase less than any general wage increase awarded by the Industrial Relations Commission and any future award increases not subject to an agreement on absorption.

TRAINER/SUPERVISOR/COORDINATOR LEVEL II

Is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Co-ordinators - Level I. Such an employee has completed "X" modules of training in supervision and/or training

Such an employee shall receive not less than 115% of the highest rate of pay of those persons supervised and/or trained.

TRAINER/SUPERVISOR/CO-ORDINATOR TECHNICAL

Is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/ training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

DEFINITIONS OF ENGINEERING STREAMS AND VOCATIONAL FIELDS

ENGINEERING STREAMS

The classification definitions recognise three broad engineering streams: namely electrical/electronic, fabrication and mechanical. Entry to training in any engineering stream is not conditional on union membership.

Electrical/Electronic Stream

Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and controls, eg. electric wiring, motors, generators, PLC's and other electronic controls, instruments, telecommunications, radio and television, communication and information processing equipment.

Mechanical Stream

Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. Computer Numeric Controlled machine tools.

Fabrication Stream

Including fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastic, carbon fibre, composite materials, ceramics and other material.

VOCATIONAL FIELDS

a. Trade

Includes an employee who possesses as a minimum qualification a trades certificate in any of the engineering streams (as defined).

b. Technical Field

1. Production planning, including scheduling, work study, and estimating materials, handling systems and like work.
2. Technical, including inspection, quality control, supplier evaluation, laboratory, non destructive testing, technical purchasing, and design and development work (prototypes, models, specifications)in both product and process areas and like work.
3. Design and draughting and like work.

c. Engineering/Production Field

The engineering/production field shall include employees primarily engaged in production work including production, distribution, stores and warehousing functions but not technical, trade, or supervisory work.

d. Supervisor/Trainer/Co-ordinator Field

Shall include employees who are:-

1. Responsible for the work of other employees and/or provision of on the job training and/or technical guidance; or
2. Responsible for supervision and/or training of other supervisors or trainers; or
3. Responsible primarily for the exercise of technical skills,as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

e. Professional Field

Includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institution of Engineers, Australia or an academic qualification in science set out in the academic schedule within Part IV of the Metal Industry Award.

The transition/implementation period is to allow management and employees to become familiar with the new structure. At the end of this period the parties will incorporate the new definitions into the award along with any fine tuning adjustments that arise during the period. All employees will be transferred into the new classification structure and the old definitions will no longer apply.

8.1 STEP ONE - ESTABLISHING THE CORRECT CURRENT AWARD CLASSIFICATION

Step One in transferring to the new classification structure involves establishing the current award classification of each employee, (e.g. process worker, fitter, sheetmetal worker, injection moulder etc).

8.1.1 INTERNAL CLASSIFICATIONS AND AWARD ALIGNMENT

Where there are internal classifications which do not directly correspond with an old award classification as far as possible attempts should be made to align such classifications with the most appropriate old award classification.

For example, an employee may have been given an in house title which does not easily relate to any award title but the type of work can best be described as process work or machining or press operating. In such cases, the most appropriate old award classification should apply.

Similarly, an employee may have a specific title but a higher wage grouping or trades rate for payment purposes, such as a G22 Electroplater being paid a G10 trade rate. Such a wage group may have resulted from the need to recognise additional or special skills. Where this is the case the appropriate new award classification will depend on which old classification more closely describes what work the employee is performing.

This will make the transfer process much more manageable.Where this is not possible see 8.3 below.

8.2 STEP TWO

REFER TO APPENDICES 2, 6 OR 7

Appendices 2, 6 or 7 should then be consulted to determine which new level applies to each classification. Thus for example, a fitter, (G10) will become a C10 - Engineering Tradesperson (Mechanical) Level I, whilst a trades assistant will become a C12 - Engineering Production Employee Level III. Each employee should then be aligned to the appropriate level in the new classification structure in this fashion.

8.3 AWARD ALIGNMENT NOT POSSIBLE

In cases where the internal classification cannot be aligned with an existing Metal Industry Award classification, the employee's location within the new classification structure should be determined as follows:

1. By determining an employee's qualifications and/or experience;
2. By examining the employee's job functions and the comparative skill level of those functions;
3. By examining the definitions and skill standards of the new classification structure (see section 7) and assessing where the employee's qualifications and/or job functions appear to fit; and
4. By using as a guide the new classification level of other employees performing similar jobs and skills as the employee in question.

8.4 DISAGREEMENTS/DISPUTES

The parties recognise that the transition/implementation period may give rise to special problems but the parties commit themselves to avoiding disruption to normal work.

As far as possible disagreements between employers and employees should be resolved at the workplace by the parties themselves.

In the event of continuing disagreement over an employee's new classification the parties should refer to the Award dispute settling procedure.

9.1 WHAT IS BROADBANDING ?

Broadbanding is the process whereby a number of existing classifications with similar skill and award wage rates are grouped into a single classification. Thus, several classifications are "broadbanded" to become one classification.

For example, existing wage groups within G34 - G45, which includes classifications such as process worker, press operator, die setter and assistant furnaceman are now "broadbanded" into C13 - Engineering Production Employee Level II.

9.2 A GRADUAL PROCESS

Transferring the 390 classifications and 70 wage groups from the old award structures into the new 14 classification levels and wage groups cannot be achieved in one step without distorting existing wage rates.

Consequently, in order to achieve a smooth transition the current classifications and wage groups will be broadbanded, in five (5) steps, in order to achieve the new 14 level classification structure.

The first step occurred on 20 September 1989, in conjunction with the first structural efficiency wage increase. Information about step one has already been distributed.

Further broadbanding occurred in March and July 1990 and the two remaining steps are due in January and July of 1991.

9.3 WAGE SUB-LEVELS

As a result of the gradual broadbanding of current classifications there will be a number of temporary wage sub-levels (eg. 13A, 13B, 12A, 12B) within some classifications.

These sub-levels will be phased out over the period March 1990 to July 1991 so that only 14 wage levels remain. However, until these wage sub-levels are phased out, they will represent the award wage rate for the existing classifications located within each sub-level.

Thus, for example, a process worker will become known as an Engineering Production Employee Level II in C13. The process worker's wage group and wage rate however, will continue to be represented by C13C until these sub-levels are phased out in July 1991.

9.4 BROADBANDING WAGE INCREASES TO BE ABSORBED

As a consequence of the broadbanding of classifications into fewer wage levels, there will be increases in some award rates of pay. These are to be absorbed within any existing overaward payments paid to employees in the classifications affected. This means that any increase in the award wage due to broadbanding shall be offset by a corre-

sponding reduction in the overaward payment such that no actual wage increase or decrease occurs. That is, the employee's actual wage remains the same. However, where no overaward payment is paid the broadbanding will result in an actual wage increase (subject to any exemption which an employer may apply for; see 9.6).

The structural efficiency wage adjustments will not be absorbed into overaward payments.

9.5 DEFINITION OF OVERAWARD PAYMENT

The award variation has defined "overaward payment" as:-

the amount (whether it be termed "overaward payment", "attendance bonus", "service increment" or "any" term whatsoever) which an employee would receive in excess of the "Award Wage" which applied immediately prior to 20 September 1989 for the classification in which the employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payment of a like nature prescribed by this award."

9.6 EXEMPTIONS

Provision has been made in the award for any employers to seek an exemption from the increased award wages arising out of the broadbanding of current classifications which will result in an increase in actual rates of pay.

9.7 BROADBANDING AND LEVELLING UP OF OVERAWARD PAYMENTS

The broadbanding of the existing 390 or so classifications into 14 wage levels (excluding sub-levels) will obviously give rise to situations in which employees with different overaward payments find themselves broadbanded into the same wage level (i.e. C14, C13, C8 etc) with the same award rate of pay.

Example

For example, existing wage groups G41 and G33 have been broadbanded into the same wage group, Level 12E. Assume that an employee in wage group G41, a trades assistant, is being paid a total weekly wage of $370, which includes an overaward payment of approximately $30 per week. Assume further that an employee in wage group G33, a 2nd class welder, is being paid $390 per week, including an overaward payment of approximately $47 per week.

The broadbanding exercise means that both employees are now in Level 12E with the same award wage ($342.80 as at 1 July 1990).

However, this does not mean that the G41 employee, the trades assistant, is entitled to receive the same overaward payment, (i.e. an increase from $30 to $47) and hence the same total weekly wage as the G33 employee, the 2nd class welder.

A central element of award restructuring is to provide a classification structure which encourages employees to perform a wider range of

tasks and skills in return for additional rewards. An automatic levelling up of overaward rates will not facilitate this.

Employers and employees should also be mindful that only the first three steps in the broadbanding exercise have been completed with approximately two further steps envisaged within the next twelve months.

9.8 UNION COMMITMENT

It is agreed between the parties that the process of transition from the old classification structure to the new classification structure cannot in itself justify a wage increase in addition to any general wage increase which might be awarded by the Industrial Relations Commission. During the transition/implementation period the unions will not support claims for levelling up overaward payments. However, the unions have expressed concern about the broadbanding of employees with different overaward payments into the same new classification level where those employees perform work of a like nature.

The parties have agreed to discuss during the transition period the most effective way of implementing broadbanding consistent with award restructuring.

10.1 ADVANCEMENT UP THE CLASSIFICATION STRUCTURE

Apart from wage rises resulting from decisions of National Wage Cases, employees will also be able to gain additional wage increases over time by advancing up the classification structure.

This advancement will be dependent upon employees completing the necessary on and off the job training requirements to the skill and competency standards prescribed in the definition for the next highest classification level.

Definitions of skill and competency standards and the training requirements are set out in Section 7 of this Manual.

Example - Production Worker

Thus for example a process worker who is transferred across to the new classification structure at C13 will need to complete stage 1 of the Production Engineering Certificate, and apply those skills, in order to advance to level C12. Having done so, the employee will be entitled to a C12 wage rate.

Example - Tradesperson

A fitter transferred to C10 will need to complete the first 33% of a Post Trade Certificate, and apply those skills, in order to move on to receive a C9 wage rate.

Example - Technical

An employee (subject to 6.2.3) who is a design draughtsperson who is transferred across to the new classification structure at C4 will need to complete an Associate Diploma or equivalent training, and apply those skills, in order to advance to level C3. Having done so the employee will be entitled to a C3 wage rate.

10.2 HIGHER DUTIES/MIXED FUNCTIONS

The parties recognise that the new classification structure being based on a higher level of skills, training and competencies at each classification level, will give rise to situations in which an employee classified at one level will perform skills associated with the next highest level.

10.2.1 MIXED FUNCTIONS

Where the exercise of higher level skills is on an irregular basis or those skills do not form a significant part of the employee's usual work, the existing mixed functions clause of the award should be applied (Clause 10 of Part I or clause 11 of the Metal Industry Award Part II).

10.2.2 HIGHER DUTIES

Where the exercise of higher level skills occurs on a regular basis and they form a significant part of the employee's work, the employee is entitled to seek re-classification to the next highest level. The procedure for this is outlined in section 10.3 below.

This entitlement to seek re-classification does not apply whilst the employee is undertaking recognised training in higher level tasks and skills. That is, the employee remains at his or her existing classification level until the training is complete. The parties have agreed to monitor this issue during the transition period with a view to examining whether an alternative method of managing the issue is necessary.

10.3 RE-CLASSIFICATION OF EMPLOYEES

During the transition/implementation period, employees will transfer to the new classification structure without loss of pay in accordance with the schedule in Appendices 2, 6 or 7 or in accordance with the procedure outlined above in section 8.

However (subject to 10.4), an existing employee may claim for re-classification to a higher classification level on the grounds that the job he/she is performing involves the exercise of knowledge and skill at a level higher than the new classification level he/she has been transferred to.

10.4 CLASSIFICATION, TRAINING, SKILL AND COMPETENCE

The merits of any re-classification claim will be determined by examining the training, skill and competency requirements which accompany each classification level (see Section 7). That is, an employee's qualifications and the skill level of the job being performed will be compared against the training requirement and objective skill and competency standards required at each level of the classification structure.

In cases where an employee does not have the relevant qualification and agreement cannot be reached at the enterprise, the employee will be required to undergo a competency assessment.

The assessment will be undertaken by an independent third party such as TAFE, recognised by the National Training Board.

Further details on recognised assessment organisations and the finalised standards for each level will be available as they are completed.

10.5 TIMING OF RE-CLASSIFICATION CLAIMS

Re-classification claims, for employees without formal qualifications, or without qualifications that are equivalent to those specified in the definitions, will be determined by using the skill and competency standards applying to each classification level. No claims can be made, by employees without formal qualifications, until standards have been developed for the relevant classification. Provided that employees who complete the appropriate formal qualifications specified for a particular classification level prior to the development of the skill and competency standards for that level shall be entitled to be reclassified at such a level.

Draft standards have been developed for classification levels C12 to C7. These are being reviewed before final release. They will be distributed as they are completed. Standards for the other classification levels are in the process of development. These should be available in late 1990.

10.6 WAGES AND RE-CLASSIFICATION

In the past, employees in many instances have been inappropriately or under classified in comparison to the job they perform. This was due largely to the narrow work task specific way the previous classification structure and definitions were expressed.

Example 1

In recognition of the skill and knowledge acquired and utilised by such employee, an additional overaward payment has already been made to such an employee.

In such cases of inappropriate or under classification where the employee successfully claims for reclassification under the new structure the employee shall not be entitled to any additional wage increase as a result of such reclassification. In other words there shall be no double counting.

Example 2

In many cases where an employee successfully claims for reclassification and no additional overaward payment has previously been made in recognition of the employee's skill and knowledge, the appropriate wage needs to be determined. In such cases the rate of pay should be based on the employee's skills and competencies at his/her reclassified level and having regard to the rate of pay of other employees at that level performing work of a like nature.

Replacing an old work task specific classification structure of some 390 individual occupations with a new 14 level structure based on training, skill and competency standards is obviously a significant change. So too are the opportunities for re-designing employee functions, overcoming artificial job demarcations and using the new training system to increase employee skills and increase productivity.

These changes will raise many questions at each workplace. They require proper and on-going communication and consultation between management, employees and their union(s) if award restructuring is to be implemented smoothly and if opportunities are to be realised.

In this regard the award variations of 20 March have included a new award provision as follows:

CLAUSE 6B - STRUCTURAL EFFICIENCY

a. *The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the metal and engineering industry and to enhance the career opportunities and job security of employees in the industry.*

b. *At each plant or enterprise, an employer, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.*

c. *Measures raised for consideration consistent with subclause (b) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to clause 6C, matters concerning training.*

12.1 DEVELOPING A NEW SYSTEM OF TRAINING AND EDUCATION

As the new classification structure is based on levels of training, skill and competence, the ongoing training of employees is essential if the aims of both employers and employees are to be achieved. This requires:-

- defined skill and competency standards for each classification level;
- training course structures which support the overall aims of the new classification structure;
- job descriptions that are broadly based and allow for the flexible use of skills by employees.

In many cases current training arrangements, both on and off the job, are based on the old, more narrow classifications and need modification because they are not appropriate to the new classification structure.

Much of the existing training system does not adequately reflect the demands of new technology and the need for quality. Unions, employer organisations, TAFE and governments have been co-operating in developing new courses and training arrangements to support these objectives.

12.2 TRANSITIONAL PROBLEMS

Before explaining the new system, employers and employees should be aware that transforming the training system to match the new classification structure is a gradual process that will take some time to complete. TAFE, other training providers and companies will need time to develop new courses and means of skill assessment.

12.3 MODULAR TRAINING

In order to make training more nationally recognisable and interchangeable training courses provided by TAFE and other institutions are being restructured around standardised modules.

Courses will be made up of groups of modules which follow each other in a sequence. Each module will stand alone but also be part of a wider course or courses.

A modular course structure makes it easier for employees to gain credit for skills already held and enables employers and employees to more closely tailor courses to their needs. Institutions offering training modules, such as TAFE, will centrally register and assess modules, through the national standards process, so that credit for training can be granted anywhere in Australia. The parties also intend to ensure that the same credit arrangements apply to non-TAFE based training.

A major advantage of modular training is that it allows greater flexibility in what employees cover in their training. This flexibility is only

limited by the need to have completed prerequisite modules before undertaking higher level modules. For example before a fabrication tradesperson can undertake modules in complex fluid power systems they would have to complete modules in the basic principles of hydraulics.

This flexibility could also be limited by the structure of some courses. For example, an instrument conversion or industrial electronics course would have compulsory modules with the possibility of options after completing the basic modules.

12.4 AVAILABILITY OF MODULAR TRAINING

A national team of experts from TAFE has proposed new modular formats for most trade and post-trade certificate courses in the metal and engineering industry. This team will be extending their work to all trade/skill areas in 1990. Pilots of the new modular course arrangements are underway in several states in 1990 with wide spread implementation planned for 1991. In 1990 the parties will be discussing with institutions the extension of modular training to courses above and below the trade and post trade levels.

12.5 BROAD BASED TRAINING

In keeping with a classification structure based on broader job functions, off-the-job training at TAFE will also be broad based. This means that courses will be designed to give a greater breadth of skills before allowing for specialisation. Broad based training will enable a wider choice of modules to be available at later stages of courses and will widen the range of career options available to employees. The production engineering certificate courses, the traineeship course and trade certificate courses will all be broad based.

12.6 NEW COURSES AND QUALIFICATIONS

12.6.1 ENGINEERING PRODUCTION CERTIFICATES

The new training system will enable non-trade employees to undertake structured off the job training. New courses are being developed for non-trade employees such as process and production workers. These will range from traineeships for employees entering the industry from school to engineering production certificates designed specifically for employees at the C12, C11 and C10 levels.

The definitions for Engineering Production Employees at levels C12, C11 and C10 prescribe the completion of these new qualifications. These will be known as Engineering Production Certificates I, II and III.

A National Curriculum Development Team has been established within TAFE to develop draft curriculum for these Certificates. This team will present its first draft to TAFE authorities and the industrial parties in July 1990. The course should be fully available at the end of the transition implementation period.

The basis for these courses are the broad based modules referred to in 12.6.2 below for the first year of the apprenticeship. This will allow all

production workers to undertake courses which they can later use as credit to trade certificates and higher level courses.

12.6.2 TRADE TRAINING

The classification structure no longer provides for specific trades classifications such as "fitter", "welder", "sheetmetal worker" or "electrician". These positions are now classified as either a mechanical, fabrication or electrical/electronic engineering tradesperson with a broader job description. For example a fitter working in hydraulics at the base trade level will now be known as an Engineering Tradesperson (Mechanical) Level I-Fluid Power.

Trade training in future will be in one of the three broad engineering streams of mechanical, electrical/electronic, or fabrication and will include some basic training in all the streams.

Trade training courses will move towards being competency based rather than time based. This means that completion of the course will be determined by achievement of the defined competency level rather than the completion of a prescribed number of hours.

TAFE's national curriculum development team has developed a new modular trade course structure (currently being piloted) based on the three streams in the new award. All three trade streams, electrical/electronic, fabrication, and mechanical will begin their training with a selection from the same broad based modules. This set of thirteen broad based modules are designed to give a general introduction to the skills needed in the industry. They are designed to be delivered early in the apprenticeship, the engineering production certificates or in the latter part of high school.

On completion of these broad based modules an apprentice will move on to the specialist modules of his/her engineering stream and further specialisation in specific stream skills.

12.6.3 POST TRADE CERTIFICATES

Post trade qualifications in the past have been a mixed bag of different tickets and certificates with no standard approach across the country. New Post Trade Certificates are being developed based on nationally recognised modules.

The new Post Trade Certificates divide roughly into two groups. The old Special Class electricians and fitters were tradespeople who specialised in areas like electronics, hydraulics or complex fabrication. These new modules will continue to provide for this type of specialisation within a trade.

The second group is those tradespeople who require skills from other engineering streams. These employees may undertake a mixture of modules some of which continue in the existing trade area (further specialisation) and others which cross-skill. For example a boilermaker (now Engineering Tradesperson "Fabrication") in a maintenance job may need post trade modules in special welding techniques but also in mechanical fitting.

The following principles apply to anyone training to broaden their work in another trade area;

- the tradesperson must meet the appropriate entry requirements set

for each module or course of training. If the tradesperson does not have the prerequisites then he/she must first undertake bridging training to reach the entry requirement.

- In assessing the entry requirements credit should be established for skills and training already possessed.
- Training courses to be recognised by the award should be structured rather than being a collection of modules available to be chosen at random. The structured approach ensures that at the end of a course the tradesperson should know what they are doing rather than simply how to do it.
- That any TAFE or other formal training must be supported by structured on the job training in the same way as apprentices are taught on the job under the supervision of the tradesperson.

Obviously employees moving into completely new trade areas will have little or no background of training in that area. These people will need to undertake more training than someone training further in their own trade.

A non electrical tradesperson for example may need to do introductory training in the electrical/electronic stream to raise his/her understanding to the appropriate level. In such cases it would mean more training before being able to do electrical work.

12.6.4 ADVANCED CERTIFICATES AND ASSOCIATE DIPLOMAS

The TAFE team currently working on trade level courses has also been funded in 1990 to prepare a strategy for the alignment of Advanced Certificates and Associate Diplomas to the new award, applying the principles already adopted for trade courses. This strategy will include an examination of current course offerings and should be available to the parties within six months. The re-establishment of diploma level courses in engineering has been endorsed by the employers and the unions. While no national curriculum development activity is yet underway, the State Training Board of Victoria is currently developing a diploma in engineering.

12.7 UNIVERSITIES AND PROFESSIONAL CLASSIFICATIONS

No specific activities are yet underway, although there is agreement between the relevant parties to hold discussions on training issues relevant to these areas.

12.8 SECONDARY EDUCATION

Changes to high school retention rates may increase the number of Higher School Certificate/matriculation students seeking apprenticeships. This extra two years of study will offer the opportunity for school students to undertake subjects which carry credit to a later trade course.

The NSW Department of Education is piloting a Manufacturing Technology course in 1990 at Doonside High School based on the broad based modules developed for trade courses. Similar initiatives are being pursued in other states.

12.9 TRAINING LEAVE

As of 20 March 1990 the following clause appears in the Metal Industry Award 6C - Training:

a. 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:

i developing a more highly skilled and flexible workforce;

ii providing employees with career opportunities through appropriate training to acquire additional skills; and

iii removing barriers to the utilisation of skills acquired.

b. Following proper consultation in accordance with subclause (b) of clause 6B - Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training programme consistent with:

i the current and future skill needs of the enterprise;

ii the size, structure and nature of the operations of the enterprise;

iii the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

c. Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer 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.

d. i Where, as a result of consultation in accordance with clause 6B or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) herein 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 shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

ii Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

iii Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

e. Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed after nine month's operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) herein. In this connection, the unions reserve 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 metal and engineering industry.

f. Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of subclause (j) Avoidance of Industrial Disputes of clause 6 - Contract of Employment of this award.

12.10 NATIONAL METAL AND ENGINEERING SKILLS AND TRAINING BOARD

The parties have agreed to the establishment of a national training board for the engineering industry. The objective of the board will be to ensure uniform and consistent outcomes from the various forms of training and education available under the Award.

Subject to further negotiations between the parties and, where appropriate, further proceedings in the Industrial Relations Commission the functions of the board may include:-

i. ensuring that the education and training arrangements designed for the Award are co-ordinated in a nationally consistent approach;

ii. developing nationally consistent standards and competencies for both on and off-the-job training;

iii. responsibility for nationally accrediting these standards;

iv. responsibility for accrediting the standards of on-the-job training and other non–TAFE providers;

v. acting as a central clearing house on a national level which would provide details of education and training available; and

vi. ensuring that training programs based on in-house or off-the-job training established under this Award must be consistent with the guidelines laid down by the board.

Until such time as the board is formally established the National Training Board will be the standards authority for training under the Metal Industry Award.

3 AWARD MODERNISATION

Award Modernisation includes both the following issues:

- re-writing the Metal Industry Award provisions to improve clarity and relevance;
- developing award provisions which enable an enterprise, by agreement with the employees, to apply the award in a manner more suited to the operations of that enterprise.

13.1 RE-WRITING THE METAL INDUSTRY AWARD

Both parties agree that the current Metal Industry Award contains provisions which are confusing, difficult to read, outdated and discriminatory. A working party is examining this issue.

13.2 AWARD FLEXIBILITY

Award flexibility clauses negotiated by MTIA, ACM and the MTFU are the first step in the award modernisation process and seek to provide the opportunity for an enterprise, by agreement with the employees, to apply the award in a way which better suits the enterprise's operations. In this respect the award variations of 20 March involve a number of award clauses. These are listed below.

13.2.1 CONTRACT OF EMPLOYMENT

A new subclause was added to the Contract of Employment Clause as follows:

"6(k) i. 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 deskilling.

ii. 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.

iii. Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment".

13.2.2. SPREAD OF ORDINARY HOURS AND TWELVE HOUR SHIFTS

Changes have been made to the award to provide for a 12 hour span of ordinary hours and 12 hour shifts. The new clause is as follows:

CLAUSE 18 - HOURS OF WORK

c. The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00am and 6.00pm. Provided that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section or sections concerned. Provided further that work done prior to the

spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

d. *The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:*

i. in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and

ii. by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

1 the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;

2 proper health monitoring procedures being introduced;

3 suitable roster arrangements being made; and

4 proper supervision being provided.

13.2.3 SHIFT WORK

Changes have also been made to sub-clauses 19(b) and (c) of the Metal Industry Award to provide for 12 hour shift work. The new provisions are the same as those in Clause 18(d) above.

13.2.4 MEAL BREAKS

The new award provision is for meal breaks as follows:

CLAUSE 20 - MEAL BREAKS

a. An employee shall not be required to work for more than five hours without a break for a meal. Provided that:

i. in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal; and

ii. by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

b. *The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.*

c. *An employer may stagger the time of taking a meal and rest break to meet operational requirements.*

d. Subject to the provision of subclause (a) hereof, an employee employed as a regular maintenance man shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

e. Except as provided in subclauses (a) and (b) hereof, and except where any alternative arrangement is entered into as a result of inplant discussions as provided in Clause 18B, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

13.2.5. ANNUAL LEAVE

The variations to this Clause are as follows:

CLAUSE 25 - ANNUAL LEAVE

d. Broken leave

Annual leave shall be given and taken in one or two continuous periods.

If the annual leave is given in two continuous periods, then one of those periods must be of at least 21 consecutive days, including non-working days. Provided that, if the employer and an employee so agree, his annual leave entitlement may be given and taken in two separate periods, neither of which is at least 21 consecutive days, including non-working days, or in three separate periods.

Provided further that an employee may, with the consent of his employer, take short term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

h. Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks notice to the employee.

Provided that by agreement between an employer and an employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.

ANNUAL CLOSE DOWN

The award provisions relating to annual close down have also been changed to provide greater flexibility. Clause 25 has been varied to include the following:

CLAUSE 25 - ANNUAL LEAVE

m. Annual close down

v. An employer may close down his plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

Provided that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided further that if an employer closes down his plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

n. Part close down and part rostered leave

i. An employer may close down his plant, or a section or sections thereof, for a period of at least 21 consecutive days, including non- working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

Provided that by agreement with the majority of employees concerned, an employer may close down his plant for a period of at least fourteen consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

WORKPLACE RESOURCE CENTRES 14

The Workplace Resource Centres (WRC's) were established under the Workplace Resources Scheme by the Commonwealth Government Department of Industrial Relations as a national network to provide advice and assistance to industry in the complex task of workplace reform - with particular emphasis on award restructuring under the Metal Industry Award.

Tripartite boards consisting of representatives from unions, employer organisations and the Commonwealth Department of Industrial Relations, are responsible for the operation and conduct of the WRC's affairs and ensure that services provided and processes used are strictly in accordance with the principles and standards set down by the industry parties.

While each centre provides full time professional staff, with extensive experience in workplace reform and industrial relations matters, and offers an integrated and comprehensive range of services tailored to meet the needs of individual clients, they also bring to the field the full national resources of the participating boards and organisations.

Each centre, while being a non-profit organisation, operates as an independent commercial enterprise, limited by guarantee, providing services to enterprises on the basis of agreements having been reached between management, employees and unions on the need for change.

Priority is given to organisations introducing new awards and new forms of management and work organisation.

The WRC provides specialists to facilitate the change in work organisation and practices via the consultative process and provides for the total involvement of all parties concerned.

14.1 LOCATIONS

The WRC may be contacted in: **SYDNEY** Tel: (02) 819 6311 Fax: (02) 818 3953, **NEWCASTLE** Tel: (049) 29 3607 Fax: (049) 29 5783, **MELBOURNE** Tel: (03) 819 6311 Fax: (03) 818 3953, **ADELAIDE** Tel: (08) 373 3340 Fax: (08) 373 3334, **PERTH** Tel: (09) 426 4300 Fax: (09) 321 7662, **BRISBANE** Tel: (07) 231 2555, **HOBART** Tel: (002) 351 1900

14.2 WRC SERVICES

The concept of Structural Efficiency is basically the attainment of improvements in productivity and efficiency by effecting changes in the current approach to work practices and patterns, training, skills enhancement, and career development:-

"Attention must now be directed towards the more fundamental, institutionalised elements that operate to reduce the potential for increased productivity and efficiency . . . we must take steps to ensure that work classifications and functions and the basic work patterns and arrangements in an industry meet the competitive requirements of the industry. It is accepted, at least by some, that a more highly skilled and flexible labour force is required not only to assist in structural adjustment but also to provide workers with access to more varied, fulfilling and better paid jobs. . . " (National Wage Case August 1988).

The changes required involve fundamental changes in attitude and thinking on the part of individual employees as well as organisational culture. It involves developing participative and consultative processes which aid and are part of organisational change as well as reorganising physical structures and systems. In addition the aim is to incorporate the change process into the work culture to create organisations which are capable of renewal, flexibility and change in the long term.

The WRC believes there must be short term outcomes that yield tangible benefits for both management and employees in order to establish long term faith and commitment. But any change strategy should also include a long term plan if the continued vigour and renewal of the enterprise is to be ensured.

Specific measures addressed by the WRC and nominated by the Australian Industrial Relations Commission to assist in this process of productivity improvement and international competitiveness include:

- establishing skill related career paths which provide an incentive for employees to continue to participate in skill formation;
- eliminating impediments to multi-skilling and broadening the range of tasks which an employee may perform;
- ensuring that working patterns and arrangements enhance flexibility and efficiency and meet the competitive requirements of the industry.

11.5 WRC PROCESS

For the full benefits of award restructuring to be delivered, a comprehensive, integrated approach needs to be adopted. The WRC award restructuring process has as its major thrust the revision of job classification structures, multi-skilling and employee flexibility along with the provision of new career paths, underpinned by skills enhancement and training.

To be properly effective, however, these issues cannot be addressed in isolation. They must be properly integrated into all other aspects of the business undergoing the change process in order to lead to lasting productivity improvements and job security. Factors such as the organisation's strategic direction, better utilisation of existing technology, introduction of new technology, better forms of work organisation, increased levels of participation and communication, improved reward systems, and total quality management also need the appropriate focus during the restructuring process.

It is through the implementation of this multi-faceted strategy that the WRC will be able to assist industry increase its productivity and efficiency, resulting in job security, market diversification and industrial expansion - benefits for all parties.

Many of the past attempts at restructuring have been either plant or industry specific and have lacked the overall development of a common national standard provided by the Workplace Resources Centres. Past efforts to introduce greater employee participation via the consultative mechanism were hindered by a lack of focus and in many cases the process was seen as an end in itself.

The WRC established and preferred approach for initiating workplace reform is to totally review all aspects of the enterprise's business, via the consultative mechanism, in a planned and structured manner, with the participation of all employees to establish commitment and attitudinal change.

FURTHER INFORMATION & ASSISTANCE 15

As further developments and award variations occur, information will be distributed to employers, employees, governments, educational institutions and other organisations involved in award restructuring.

You should retain this folder and use it to file future information.

Should you require further information or assistance, contact your union or employer organisation. Full details are included below.

15.1 MTIA

NATIONAL OFFICE
MTIA House
214 Northbourne Avenue
Canberra ACT 2601
Phone: (062) 49 6360
Fax: (062) 486 157

NEW SOUTH WALES BRANCH
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North Sydney
NSW 2060
Phone: (02) 929 5566
Telex: AA121257
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VICTORIAN BRANCH
165 Eastern Road
South Melbourne
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Phone: (03) 699 1022
Fax: (03) 690 7425

QUEENSLAND BRANCH
MTIA House
3 Gregory Terrace
Brisbane Qld 4000
Phone: (07) 831 2305
Telex: AA121257
Fax: (07) 832 1095

DISTRICT OFFICES

NEWCASTLE
The Building Centre
165 Lambton Road
Broadmeadow
NSW 2292
Phone: (049) 52 8388
Telex: AA28746
Fax: (049) 52 9819

WOLLONGONG
132 Keira Street
Wollongong NSW 2500
Phone: (042) 28 7266

GEELONG
Level 1,
117 Myer Street
East Geelong Vic 3219
Phone: (052) 22 4999
Fax: (052) 23 1961

GIPPSLAND
Cnr Seymour St &
Princess Highway
Traralgon Vic 3844
Phone: (051) 74 8566
Fax: (051) 74 0075

SOUTH AUSTRALIA
Engineering Employers Association, SA
136 Greenhill Road
Unley SA 5061
Phone: (08) 373 1433
Telex: AA88370
Fax: (08) 373 1437

WESTERN AUSTRALIA
Metal Industries Employers' Association of Western Australia:
190 Hay Street
Perth WA 6000
Phone: (09) 421 7555
Telex: AA94124
Fax: (09) 325 6550

15.2 AUSTRALIAN CHAMBER OF MANUFACTURES

AUSTRALIAN CHAMBER OF MANUFACTURES
Industry House
370 St Kilda Road
Melbourne Vic 3001
GPO Box 1469N
Phone: (03) 698 4111
Fax: (03) 699 1729

VICTORIAN OFFICES

BALLARAT
324 Dawson Street South
PO Box 640
Ballarat Vic 3350
Ph: (053) 317 688 or 31 7518
Fax: (053) 32 3858

BENDIGO
107 Baxter St
Bendigo Vic 3550
PO Box 470
Phone: (054) 42 4066
Fax: (054) 41 3913

GEELONG
50 Western Beach
Geelong Vic 3220
PO Box 638
Phone: (052) 22 3144
Fax: (052) 21 2914

GIPPSLAND
18 Kay Street
Traralgon Vic 3844
PO Box 681
Phone: (051) 74 9000
Fax: (051) 74 0175

ALBURY/WODONGA
PO Box 1183
521 Kiewa Street
Albury NSW 2640
Phone: (060) 21 5722 or 21 5138
Fax: (060) 21 5117

NSW OFFICES

NORTH SYDNEY
The Denison
65 Berry Street
North Sydney
NSW 2060
Phone: (02) 957 5792
Fax: (02) 923 1166

CAMPBELLTOWN
c/- MMI Ltd.
PO Box 312
Campbelltown
NSW 2560

67 Dumaresq Street
Campbelltown
NSW 2560
Phone: (046) 25 3333
Fax: (046) 28 4765

HUNTER
Hunter Regional Centre
PO Box 800M
50 Hunter street
Newcastle NSW 2300
Phone: (049) 26 1055
Fax: (049) 29 4541

NORTH COAST
PO Box 520
Ballina NSW 2478
Phone: (066) 86 8739

SOUTH COAST
South Coast Regional Centre
PO Box 1497
Wollongong
NSW 2500
1st Floor, Cnr Young & Market Sts
Wollongong NSW 2500
Phone: (042) 29 4722
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ACT
ACT & Districts Regional Centre
PO Box 2
(Priority Paid to PO Box)
Civic Square ACT 2608
MMI Building
78 Northbourne Ave
Canberra ACT 2601

13.3 MTFU

Metal Trades Federation of Unions
136 Chalmers Street
Surry Hills NSW 2010
Phone: (02) 690 1411
Fax: (02) 698 7516

AMALGAMATED METAL WORKERS UNION

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133-137 Parramatta Rd
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NEWCASTLE REGIONAL OFFICE
27 Beresford Lane
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WOLLONGONG REGIONAL OFFICE
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BROKEN HILL REGIONAL OFFICE
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PORT HEDLAND REGIONAL OFFICE
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Morwell Vic 3840
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BENDIGO REGIONAL OFFICE
Trades Hall,
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Portland District Office
South Western Trades & Labour Council
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Portland Vic 3305
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Hyde Park Qld 4812
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MACKAY REGIONAL OFFICE
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Suite 4,64 Smith Street,
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SOUTH AUSTRALIA STATE OFFICE
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WHYALLA REGIONAL OFFICE
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TASMANIA

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Hobart 7001
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LAUNCESTON REGIONAL OFFICE
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AUSTRALASIAN SOCIETY OF ENGINEERS

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Sout Carlton Vic 3053
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FEDERATED ENGINE DRIVERS AND FIREMENS ASSOCIATION

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NSW (COAST
DISTRICT BRANCH)
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Sydney
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Fax: (02) 262 1270

NSW (BARRIER
BRANCH)
Trades Hall, Blende St
Broken Hill NSW 2880
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Fax: (080) 882 109

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Fax: 261 1701

GRANVILLE OFFICE
18 Good Street
Granville NSW 2142
Phone: 637 4350
Fax: 637 8446
Temporary Premises
59 Cowper Street,
Granville

NEWCASTLE BRANCH
Box 226 PO
Mayfield NSW 2304
161 Maitland Road,
Mayfield NSW 2304
Phone: (049) 67 1155
Fax: (049) 60 1349

PORT KEMBLA
BRANCH
325 Crown Street
Wollongong NSW 2500
Phone: (042) 29 3611
Fax: (042) 29 8096

VICTORIAN BRANCH
685-691 Spencer Street
West Melbourne
Vic 3003
Phone: (03) 329 8733
Fax: (03) 329 2871

GEELONG OFFICE
Suite4, 103 Yarra Street
Geelong Vic 3220
Phone: (052) 299 684
or (052) 296 143
Fax: (052) 21 6050

MORWELL OFFICE
ETU Building
Cnr Buckley &
Collins St
Morwell Vic 3840
Phone: (051) 34 1961
or (051) 34 7666
Fax: (051) 33 9334

ALBURY OFFICE
Unit 1, 614 Dean St
Albury NSW 2640
Phone: (060) 41 1157

ADELAIDE BRANCH
40 Sturt Street,
Adelaide SA 5000
Phone: (08) 212 7557
Fax: (08) 231 1804

PORT PIRIE/WHYALLA
BRANCH
Box 158 PO
Whyalla 5600
Anderson Building
8 Forsyth Street
Whyalla
Phone: (086) 45 8243
Fax: (086) 45 5998

QUEENSLAND
BRANCH
44 Grey Street
Brisbane Qld 4104
Phone: (07) 846 2244
Fax: (07) 846 3796

GLADSTONE OFFICE
PO Box 675
Gladstone Qld 4680
Shop 35A Off Street
Gladstone
Phone: (079) 72 3304
Fax: (079) 72 3304

TASMANIAN BRANCH
GPO Box 919
Hobart Tas 7001
250 Murray Street
Hobart 7000
Phone: (002) 34 7411
Fax: (002) 31 1571

LAUNCESTON OFFICE
83 Frankland Street
Launceston Tas 7250
PO Box 553
Launceston
Phone: (003) 31 7076
Fax: (003) 34 1089

WEST AUSTRALIAN
BRANCH
110 Charles Street
Perth WA 6000
Phone: (09) 227 7411
Fax: (09) 328 9220

ELECTRICAL TRADES UNION

NEW SOUTH WALES

SYDNEY
36 Hutchinson Street
Surry Hills NSW 2010
Phone: (02) 360 3533
Fax: (02) 360 3982

20-24 Wentworth St
Parramatta NSW 2150
Phone: (02) 689 1865
or (02) 689 1200
Fax: (02) 635 9636

NEWCASTLE
63 Tudor Street
Hamilton NSW 2303
Phone: (049) 69 5944
Fax: (049) 69 6194

WOLLONGONG
Room 21-24
50 Crown Street
Wollongong NSW 2500
Phone: (042) 28 8711
Fax: (042) 28 5636

VICTORIA
516-520 Swanston St
Carlton South Vic 3053
Phone: (03) 347 9555
Fax: (03) 348 1270

14 Buckley Street
Morwell Vic 3840
Phone: (051) 34 7606
Fax: (051) 33 9238

QUEENSLAND
4th Floor, Trades Hall
16 Peel Street
Sth Brisbane Qld 4101
Phone: (07) 846 2477
Fax: (07) 844 9851

P.O. Box 848
Gladstone Qld 4680
Phone: (079) 72 3122
Fax: (079) 72 5721

15 Palmer Street
Townsville Qld 4810
Phone: (077) 72 3122
Fax: (077) 21 1117

SOUTH AUSTRALIA
312 South Road
Richmond SA 5033
Phone: (08) 234 2130
Fax: (08) 352 1711

WESTERN AUSTRALIA
1st Floor
401-403 Oxford Street
Mt Hawthorn WA 6016
Phone: (09) 242 3999
Fax: (09) 242 3998

3 Dodd Court
Karratha WA 6714
Phone: (091) 85 1946

TASMANIA
(P.O. Box 155)
4 Lefroy Street
North Hobart Tas 7002
Phone: (002) 34 3053
Fax: (002) 34 4551

ACT
95-97 Wollongong
Street
Fyshwick ACT 2609
Phone: (062) 39 1456
Fax: (062) 80 7535

NORTHERN
TERRITORY
P.O. Box 4053
Darwin NT 5794
Phone: (089) 41 2300
Fax: (089) 81 1770

APPENDIX 1

METAL INDUSTRY AWARD PART I

FUTURE BROADBANDING ADJUSTMENTS

NOTE: These adjustments are to be absorbed into overaward payments so that no actual wage increase occurs. Where no overaward payment is made, employers may apply for an exemption. See Section 9.2.

OLD WAGE GROUP	NEW WAGE LEVEL	JULY '90 $	JAN '91 $	JULY '91 $
G1	C6	-	-	-
G1A	C8	-	-	-
G2	C9	-	-	-
G3	C9	-	-	-
G4	C9	-	-	-
G5	C9	-	-	-
G6	C9	4.80	-	-
G7	C9	4.80	-	-
G8	C10	-	-	-
G9	C10	-	-	-
G10	C10	-	-	-
G11	See New Construction Award			
G11A	See New Construction Award			
G11B	C11	-	-	-
G12	C11	-	-	-
G12A	C11	-	-	-
G13	C11	-	-	-
G14	C11	-	-	-
G15	C11	-	-	-
G16	C11	-	-	-
G17	C11	-	-	-
G17A	C11	-	-	-
G17B	C11	-	-	-
G17C	C11	-	-	-
G18	C11	-	-	-
G18A	See New Construction Award			
G19	C11	3.70	-	-
G20	C11	3.70	-	-
G20A	C11	3.70	-	-
G21	C11	3.70	-	-

OLD WAGE GROUP	NEW WAGE LEVEL	JULY '90 $	JAN '91 $	JULY '91 $
G22	C12	-	-	-
G23	C12	-	-	-
G24	C12	-	-	-
G25	C12	2.60	-	-
G26	C12	2.60	-	-
G27	C12	2.60	-	-
G28	C12	2.60	-	-
G29	C12	3.40	2.60	-
G30	C12	3.40	2.60	-
G31	C12	3.40	2.60	-
G32	C12	5.80	3.40	2.60
G33	C12	5.80	3.40	2.60
G34	C13	-	-	-
G35	C13	-	-	-
G36	C13	-	-	-
G37	C12	5.80	3.40	2.60
G38	C13	-	-	-
G39	C13	-	-	-
G40	C13	1.40	-	-
G41	C12	5.80	3.40	2.60
G42	C13	2.40	-	-
G43	C13	2.40	-	-
G43A	C13	2.40	-	-
G43B	C13	2.40	-	-
G44	C13	2.40	-	-
G45	C13	2.40	2.40	-
G46	C13	2.40	2.40	-
G47	C14	-	-	-
G48	C14	-	-	-

METAL INDUSTRY AWARD PART II

FUTURE BROADBANDING ADJUSTMENTS AND COMPARATIVE SCHEDULE OF OLD AND NEW CLASSIFICATIONS

NOTE: These adjustments result from broadening existing classifications into 14 new levels. They are to be absorbed into overaward payments so that no actual wage increase occurs. Where no overaward payment is made, employers may apply for an exemption. See Section 9.2.

OLD CLASSIFICATION	NEW CLASSIFICATION WAGE LEVEL	JULY '90 $	JAN '91 $	JULY '91 $
TRACER	**Level 12**			
YEARS OF EXPERIENCE AS SUCH —				
— FIRST	12E	5.80	3.40	2.60
— THEREAFTER	12B	—	—	—
DRAUGHTSMAN — DETAIL **PLANNING ASSISTANT** **TECHNICAL ASSISTANT**	**Level 9**			
YEARS OF EXPERIENCE AS SUCH —				
— FIRST	9D	17.80	—	—
— SECOND AND THIRD	9A	—	—	—
— FOURTH	9A (plus 2%)	—	—	—
— THEREAFTER	9A (plus 7%)	—	—	—
DRAUGHTSMAN SENIOR — DETAIL **PLANNING TECHNICIAN** **TECHNICIAN**	**Level 6**			
YEARS OF EXPERIENCE AS SUCH —				
— FIRST	6D	15.60	—	10.50
— SECOND	6C	10.50	—	—
— THEREAFTER	6B	—	—	—
DRAUGHTSMAN — DESIGNING **PRODUCTION PLANNER** **TECHNICAL OFFICER**	**Level 4**			
YEARS OF EXPERIENCE AS SUCH —				
— FIRST	4B	19.10	—	—
— SECOND	4A	—	—	—
— THEREAFTER	4A (plus 5%)	—	—	—
PRINCIPAL TECHNICAL OFFICER	**Level 2**			
	2(b)	—	—	—

APPENDIX 3

METAL INDUSTRY AWARD PARTS I & II

MINIMUM RATE ADJUSTMENTS APPLYING TO NEW CLASSIFICATION LEVELS (SUBJECT TO TESTING) *NOTE: These adjustments are to be absorbed into overaward payments so that no actual wage increase occurs. Where no overaward payment is made, employers may apply for an exemption.*

PROPOSED NEW LEVELS	JULY '90 $	JAN '91 $	JULY '91 $
Level 1			
Level 2a	9.80	9.80	10.00
Level 2b	12.60	12.60	12.90
Level 3	9.50	9.50	9.50
Level 4	10.70	10.70	10.90
Level 5	8.10	8.10	8.20
Level 6			
Pt I	11.00	11.00	11.30
Pt II	8.40	8.40	8.60

PROPOSED NEW LEVELS	JULY '90 $	JAN '91 $	JULY '91 $
Level 7	6.30	6.30	6.50
Level 8	7.60	7.60	7.90
Level 9	5.10	5.10	5.40
Level 10	4.50	4.50	4.60
Level 11	4.40	4.40	4.70
Level 12	3.30	3.30	3.60
Level 13	2.20	2.20	2.30
Level 14	3.10	3.10	3.10

Minimum Rate Adjustment

In its August 1989 National Wage Case decision the Australian Industrial Relations Commission decided to establish new, higher minimum award rates in all federal awards as part of the process of restructuring awards.

The Commission established a benchmark award rate for a fitter (G10) under the Metal Industry Award. The Commission then established award wage relativities for other award classifications. The result is that award rates for all classifications must be increased, over time, in order to meet these relativities.

These increases are known as the Minimum Rate Adjustments. They are separate from the Structural Efficiency Increase and broad-banding adjustments.

APPENDIX 4

METAL INDUSTRY (ENGINE DRIVERS' AND FIREMEN'S) AWARD

MINIMUM RATE ADJUSTMENTS APPLYING TO PROPOSED NEW CLASSIFICATION LEVELS (SUBJECT TO TESTING)

NOTE: These adjustments are to be absorbed into overaward payments so that no actual wage increase occurs.

	JULY '90 $	JAN '91 $	JULY '91 $
LEVEL 13	2.20	2.20	2.30
LEVEL 12	3.30	3.30	3.60
LEVEL 11			
A	4.40	4.40	4.70
A. (ii)	1.00	4.40	4.70
LEVEL 10	4.50	4.50	4.60
LEVEL 9	5.10	5.10	5.40
LEVEL 8	7.60	7.60	7.90
LEVEL 7	10.80	10.80	10.90

METAL INDUSTRY (ENGINE DRIVERS' AND FIREMEN'S) AWARD

FUTURE BROADBANDING ADJUSTMENTS (SUBJECT TO TESTING)

NOTE: These adjustments are to be absorbed into overaward payments so that no actual wage increase occurs. See Section 9.2.

	JULY '90 $	JAN '91 $	JULY '91 $
LEVEL 13			
B.	—	—	—
A.	—	—	—
LEVEL 12			
D.	3.40	2.60	—
C.	2.60	—	—
B.	—	—	—
A.	—	—	—
LEVEL 11			
C.	3.70	—	—
B.	—	—	—
A.	—	—	—
A. (ii)	—	—	—

	JULY '90 $	JAN '91 $	JULY '91 $
LEVEL 10			
C.	11.90	—	—
B.	—	—	—
A.	—	—	—
LEVEL 9			
C.	4.80	—	—
B.	—	—	—
A.	—	—	—
LEVEL 8	—	—	—
LEVEL 7	—	—	—

APPENDIX 6

METAL INDUSTRY AWARD PART I

COMPARATIVE SCHEDULE OF OLD CLASSIFICATIONS AND NEW BROADBANDED WAGE LEVELS

DIVISION A

GENERAL ENGINEERING (INCLUDING WINDOW-FRAME AND AGRICULTURAL IMPLEMENT MAKING)

		NEW BROADBANDED WAGE LEVEL
1.	Assembler — window-frame making (as defined) (non-tradesman)	12D
2.	Brass finisher (tradesman)	10
3.	Brass finisher — 2nd Class	12A
4.	Engraving machinist — 1st class (NSW only)	10
5.	Fitter (as defined)	10
6.	Fitter, agricultural (non tradesman)	12D
7.	Fitter, turbine blade	10
8.	Hand engraver (NSW only)	9C
9.	Inspector (as defined)	9A
10.	Key seating machinist	12B
11.	Locksmith (as defined)	10
12.	Machine setter	10
13.	Machinist — 1st class (as defined)	10
14.	Machinist — 2nd class (as defined)	12A
15.	Machinist — 3rd class (as defined)	13A
16.	Marker off (i.e. a fitter the greater part of whose time is occupied in marking off)	9C
16a.	Mechanical Tradesperson — Special class (as defined)	8
17.	Motor cycle mechanic	11B
18.	Motor mechanic (as defined)	10
19.	Mould polisher	13B
20.	Patternmaker (as defined)	9A
21.	Pipe fitter on low pressure work	12B
22.	Plant mechanic (as defined) (NSW only)	10
23.	Refrigeration mechanic or serviceman	10
24.	Safemaker and/or repairer (security work)	10
25.	Scale maker and/or adjuster	10
26.	Scientific instrument maker (as defined)	9A
27.	Toolmaker (as defined)	9A
28.	Turner	10
29.	Wet stone grinder and glazer (tradesman)	10

DIVISION B

SMITHING

30.	Angle-iron smith	10
31.	Annealer and/or case hardener	11C
32.	Blacksmith's machinist	13A
33.	Blacksmith's striker	13C
34.	Blacksmith's striker on double fires and other assistant	13A
35.	Deleted	
36.	Coppersmith	10
37.	Forger and/or faggoter	9B
38.	Forger's assistant	13B
39.	Forge furnaceman	11B
40.	Forge furnaceman's assistant	13B
41.	Hammer driver	13A
42.	Heat treater (as defined)	10
43.	Heater treater not subject to plant metallurgical supervision	9C
44.	Heat treater operative (as defined)	12E
45.	Smith — other (as defined)	10
46.	Tilter	12B
47.	Toolsmith	10

DIVISION C

BOILERMAKING AND STEEL CONSTRUCTION

48.	Deleted	
49.	Boilermaker and/or structural steel tradesman (as defined)	10
50.	Boilersmith	10
51.	Driller using portable machines	11B
52.	Driller using stationary machines	13C
53.	Holder-up whether using hand or machine dolly of any kind, including all work incidental thereto	12E
54.	Machinist, steel construction — 1st class (as defined)	12E
	2nd class (as defined)	13D

55. Marker off, (a tradesman the greater part of whose time in any weekly pay period is occupied in marking off and/or template making) 9C
56. Plate setter and frame bender 10
57. Rivet-heater (a tradesman employed as such in this Division who, in the course of his work, is called upon to operate any machine shall be paid at the wage rate prescribed for a tradesman for all work done) 13B

DIVISION D

WELDING

58. Welder — special class (as defined) 9C
59. Welder — 1st class (as defined) 10
60. Welder — 2nd class (as defined) 12E
61. Welder — 3rd class (as defined) 13D
62. Welder — tack 13B

DIVISION E

FOUNDRY

63. Assistant furnaceman 13A
64. Casting chipper 13A
65. Corestove or oven attendant 13A
66. Dresser and grinder (when using portable machine) 12E
67. Dresser and grinder (other) 13A
68. Dresser, shot blast and sand blast —
(a) who operates from outside properly enclosed cabin 13A
(b) other 12C
69. Furnaceman — cupola 12B
70. Furnaceman — electric 12B
71. Furnaceman — other 12C
72. Jobbing Moulder and/or coremaker (as defined) 10
73. Ladleman 13A
74. Loader and unloader of annealing furnace 13A
75. Plate or machine moulder and/or coremaker (as defined) —
1st six months' experience 13B
2nd six months' experience 13B
3rd six months' experience 12E
Thereafter 12B
Experience for the purpose of calculating the wage rates payable to plate or machine moulders and/or coremakers shall include all experience as the case may be whether as a moulder or a coremaker jobbing or machine as the case may be whether as a junior or an adult.
76. Shell moulding operative 13B
77. Sand mixing machine operator 12E
78. Tapper-out 13A
79. Emery wheel attendant 13B
80. Employee directly assisting an employee whose wage rate is equal to or in excess of that prescribed for Classification 19 — Mould Polisher for the relevant area 13D
81. Employee directly assisting a tradesman 12E
82. Other employees with not less than three months' experience in the metal trades industry 13E
83. Employee not elsewhere classified 14
84. Dogman 12D

DIVISION F

ELECTROPLATING

85. Electroplater — 1st class (as defined) 10
86. Electroplater — 2nd class (as defined) 12A
87. Electroplater — 3rd class (as defined) 13D
88. Maker-up (Tubemakers of Australia Ltd) 12B
89. Polisher — 1st class (as defined) (respondent employers in South Australia and Metal Trades Industry Association of Australia in New South Wales and Queensland only) 11C

90. Polisher — other (respondent employers in South Australia and Metal Trades Industry Association of Australia in New South Wales and Queensland only) 12E

DIVISION G

SILVERPLATED WARE

91. Electroplater — 1st class (as defined) 10
92. Electroplater — 2nd class (as defined) 12A
93. Electroplater — 3rd class (as defined) 13D
94. Silverplate tradesman (as defined) ... 10
95. Drop hammer stamper who puts in die and makes force 11A
96. Spinner — 1st class (as defined) 11A
— other 13B
97. Assembler (as defined) 12E
98. Polisher — 1st class (as defined) 11C
— other 12E

DIVISION H

ELECTRICAL

(a) GENERAL

99. Battery attendant 13D
100. Battery fitter (as defined) 10
101. Deleted
102. Cable jointer (as defined) on high tension (over 6,600) volts 11B
103. Cable jointer (as defined) on low tension (under 6,600) volts 11B
104. Cable jointer's mate 13D
105. Coremaker (transformers) 13B
106. Electrical fitter (as defined) and/or armature winder 10
107. Electrical fitter's and mechanic's assistant 12E
108. Electrical instrument maker and/or repairer (as defined) 9B
109. Electrical mechanic (as defined) 10
110. Electrician in charge of electric supply undertaking 9A
111. Electrician in charge of plant and/or installation 10
112. Electrician — special class (as defined) 8
112a. Electronics tradesman (as defined) 6
113. Installation — Inspector and/or tester 10
114. Linesman (as defined) 11C
115. Linesman's assistant (as defined) 13D
116. Deleted
117. Meter tester — 1st grade (as defined) 11C
118. Meter tester — 2nd grade (as defined) 12D
118a. Deleted
119. Deleted
120. Shift electrician (as defined) 10
121. Refrigeration mechanic or serviceman 10
122. Switchboard attendant 12A
123. Telegraph mechanic and/or serviceman 10

(b) RADIO SECTION

124. Radio repairer (factory) 12E
125. Radio serviceman 11B
126. Radio wirer, i.e. employee wiring a complete set from a circuit diagram or model other than on production line 13D
127. Power tube operative (as defined) —
1st six month's experience 13D
Thereafter 13A
128. Tradesman (Radio) (as defined) 10
129. Radio tester (as defined) 11C
130. Final tester and fault finder (as defined) 11B

(c) SECONDARY AUTOMOTIVE AND INDUSTRIAL BATTERY MANUFACTURE

131. Battery repairer (as defined) 12E
132. Moulding of grids 12E
133. Formation hand 13B
134. Group connector and post burning 13A
135. Paste mixing and plate pasting 12E
136. Plate assembler (as defined) 12C

137. Examiner (as defined) 13B
137a. Battery process worker (as defined) 13C

DIVISION I

TRADESMEN NOT ELSEWHERE SPECIFIED

138. Carpenter or joiner 10
139. Plumber 10

DIVISION J

SHEET METAL

(a) SHEET METAL SECTION

140. Sheet metal worker — 1st class (as defined) 10
141. Sheet metal worker — 2nd class (as defined) 12A
142. Coremaker (transformers) 13B
143. Die setter 13B
144. Die setter press operator working from blueprints or plans 11C
145. Drop hammer stamper 13D
146. Guillotine operator (as defined) 11C
147. Guillotine operator (other) 13D
148. Guttering machinist 13D
149. Nameplate camera operator 13A
150. Nameplate etcher 13A
151. Power machinist (not otherwise specified) 13D
152. Press Operator (heavy) 13D
153. Press Operator (light) 13D
154. Silk Screen maker 12E
155. Silk Screen operator 13D
156. Solderer and dipper 13D
157. Spinner —
— 1st class (as defined) 11A
— other 13B
158. Spray painter (on both prime cnd finish coat) 12C
159. Spray painter (on one coat work) 12E

(b) CANISTER MAKING SECTION

160. Canister maker by hand and rivetter by hand 13B
161. Deleted
162. Deleted
163. Die setter and/or machine setter and/or leading press hand 12C
164. Operator of power capping machines or metal pots on automatic machines 13D
165. Operator of other power presses and other power machines 13D
166. Solderer and dipper 13D

(c) PAINTING AND JAPANNING SECTION

167. Deleted
168. Dipper 13D
169. Deleted
170. Painter and lacquerer 13D

DIVISION K

GALVANISING

171. Assistant working over metal pot 13D
172. Galvaniser 12B
173. Pickler 13C
174. Tinner and grease tinner 12C
175. All others in this Division 13E

DIVISION L

PORCELAIN ENAMELLING

(a) WET (SOUTH AUSTRALIA)

176. Fuser 12D
177. Fuser's attendant 13D
178. Deleted
179. Mixer 13D
180. Pickler 13E
181. Stencil cutter 12C

(b) WET — INCLUDING WORK ON SHEET METAL (ALL STATES OTHER THAN SOUTH AUSTRALIA)

182. Deleted
183. Fuser 12D

184. Fuser's assistant 13D
185. Fuser on medallions, badges or buckles 13D
186. Inspector
— 1st class (i.e. one who inspects finished enamel work as to quality 13D
187. Inspector — other 13E
188. Mill hand and mixer 13D
189. Packer and/or despatcher 12C
190. Pickler 13C
191. Racksman 13E
192. Sand and shot blaster 12C
193. Sprayer, grip and/or colour coats 12D
194. Swiller, gripper and brusher 13D

(c) DRY — (NEW SOUTH WALES AND QUEENSLAND)

195. Checker 13A
196. Deleted
197. Deleted
198. Fireman 13D
199. Gripper (brush) 13D
200. Gripper (spray) 13D
201. Mill hand and mixer 12E
202. Packer and/or despatcher 12C
203. Painter (brush) 13D
204. Painter (spray) 13A
205. Shot and sand blast dresser 12C
206. Other employees with not less than three months experience in the metal trades industry 14
207. All other labourers 14

DIVISION M

STOVEMAKING

208. Blacksmith (repetition stove) 13B
209. Deleted
210. Checker 13A
211. Deleted
212. Coppersmith on wash coppers and side boilers for stoves (hand) 12D
213. Coppersmith on wash coppers and side boilers for stoves (machines) 13B
214. Employees delivering material to fitters and taking finished articles from fitters 13E
215. Fitter, making, repairing, setting or installing, cooking stoves, ovens, gas or electric stoves over 1500mm in width and/or other heating and cooking appliances customarily used in cafes, kitchens, restaurants, hotels and ships, and produced by jobbing methods 11B
216. Fitter, making, repairing, assembling, reassembling, setting, installing or testing cooking stoves, ovens, gas or electric stoves over 900mm in width and up to 1500mm in width 12C
217. Fitter, making, repairing, assembling, reassembling, setting, installing or testing cooking stoves, ovens, gas or electric stoves 900mm or under in width 13A
218. Deleted
219. Deleted
220. Deleted
221. Deleted
222. Pattern fitter and pattern filer 12C
223. Storeman (general store) 12C
224. Deleted
225. Packer and/or despatcher 12C

DIVISION N

DELETED

226. Deleted
227. Deleted
228. Deleted
229. Deleted
230. Deleted
231. Deleted
232. Deleted

DIVISION O

STEEL PIPE MAKING (OTHER THAN DRAWN PIPES)

THIS DIVISION SHALL ONLY APPLY FOR THE EMPLOYEES OF STEEL MAINS PTY LTD, AND PETER VERHEUL PTY LTD IN NEW SOUTH WALES, QUEENSLAND AND VICTORIA.

233. Deleted
234. Cement Mixer 13B
235. Cement liner 12E
236. Cement liner operator 12B
237. Deleted
238. Employee rounding and straightening steel pipes 13A
239. Employee on tar dip and sand rolling 13B
240. Tar enamel coating machine operator 12B
241. Faucet maker in charge of furnace 12D
242. Faucet maker's assistant 13B
243. Machine operator (in charge of machines) 12E
244. Pipe Builder 12E

DIVISION P

PLASTICS

P.1 Machine operator (as defined) (including an employee who operates an extrusion, injection moulding, blow moulding, compression moulding, vacuum forming or R.F. welding machine or any other machine processing plastic articles) 12B

P.2 Machine operator (other) (as defined) (including an employee who operates an extrusion, injection moulding, blow moulding, compression moulding, vacuum forming or R. F. welding machine or any other machine processing plastic articles) 13D

P.3 Examiner of materials — part finished or finished products (as defined) 13B

P.4 Impregnating machine operator (as defined) 13A

P.5 Laminating machine operator (as defined) 13A

P.6 Silk screen maker 12E

P.7 Silk screen operator 13D

P.8 FRP (including fibre-glass) hand laminator — class 1 (as defined) 11C

P.9 FRP (including fibre-glass) hand laminator — class 2 (as defined) 12D

P.10 FRP (including fibre-glass) laminator — other 13B

P.11 FRP (including fibre-glass) mould maker 11C

P.12 FRP (including fibre-glass) assembler (as defined) 13A

P.13 FRP (including fibre-glass) spray gun operator 12E

P.14 Press Operator — rigid and semi-rigid plastics (as defined) 12E

P.15 Thermo welder/fabricator — rigid and semi-rigid plastics (as defined) 11C

P.16 Workers engaged in the process of synthetic foams made from polyester isocynate compositions on the following classes of work:

(a) Operator in charge of foaming machine 12C

(b) Assistant on foaming machine 13D

(c) Operator of trimming or cutting machine required to exercise discretion in setting up machine 13B

(d) Operator of trimming or cutting machine — other 13D

P.17 Workers on styrene foam or similar foam compositions or metal-foam laminates on the following classes or work:

(a) Moulding 13B

(b) Operator of trimming or cutting machine required to measure and/or exercise discretion in setting up machine 13B

(c) Operator of trimming or cutting machine — other 13D

P.18 Sewing machinist 13D

DIVISION Q

ELECTRICAL ADVERTISING AND FLUORESCENT LIGHTING

252. Glass tube bender 11C
253. Vacuum pumper 13D

DIVISION R

DELETED

254. Deleted
255. Deleted
256. Deleted
257. Deleted
258. Deleted
259. Deleted
260. Deleted
261. Deleted
262. Deleted
263. Deleted
264. Deleted
265. Deleted
266. Deleted
267. Deleted

DIVISION S

DELETED

268. Deleted
269. Deleted
270. Deleted
271. Deleted

DIVISION T

BRADFORD KENDALL FOUNDRIES, A DIVISION OF THE ANI CORPORATION LTD, QUEENSLAND

272. Griffin wheel plant attendant 12D

DIVISION U

IRONWORKING AND GENERAL

273. Assistant furnaceman 13B
274. Attendant at small rivet heating, bolt heating or similar types of fires or furnaces 13B
275. Bender of iron and steel frames used for reinforcing concrete 13B
276. Block and tackle hand 13B
277. Boiler (inside chipper and cleaner) 12E
278. Cold saw operator 13A
279. Die caster 12C
280. Dogman and/or crane chaser 12E
281. Dogman and/or crane chaser working with mobile equipment (as defined) 11A
282. Dresser and grinder (when using portable machines) 12E
283. Dresser and grinder (other) 13A
284. Dresser, shot blast and sand blast —
(a) who operates from outside a properly enclosed cabin 13C
(b) other 12C
285. Emery wheel attendant 13B
286. Fork lift driver
(a) lifting capacity up to 4550 kg 11B
(b) lifting capacity over 4550 kg 11A
287. Friction saw operator 13D
288. Furnaceman (as defined) — electric 12C
289. Furnaceman (as defined) — other 12C
290. Furnaceman (as defined) on heavy angle iron or heavy plate 12B
291. Grinding machine or emery wheel operator 13B
292. Ladleman 13D
293. Lagger (as defined)
1st six months' experience 13D
2nd six months' experience 13B
Thereafter 12E
293a. Insulator (as defined)
1st six months' experience 12E
2nd six months' experience 12C
Thereafter 12A
294. Mobile crane driver 11C
295. Oiler (overhead) 13D

296. Spray Painter (Ironwork and/or brush hand) 13A
297. Deleted
298. Polisher 13A
299. Press and block hand assisting a boilersmith or angle Ironsmith 13A
300. Process worker (as defined) (all divisions) 13C
301. Rigger and/or splicer — other than on construction work (as defined) (NSW and Queensland only) 11A
302. (I) Rigger and/or splicer — other than on construction work (as defined) (South Australia, except for BHP Co Ltd. Tasmania and Victoria only)
(a) Less than twelve months' experience as a rigger and/or splicer within or without the metal trades industry 11B
(b) Thereafter 11A
302. (II) Rigger and/or splicer employed by the Broken Hill Proprietary Company Ltd, in South Australia
(a) Less than twelve moths' experience as a rigger and/or splicer within or without the metal trades industry 11B
(b) Thereafter 11A
303. Watchman and/or gatekeeper (NSW only) 12C
304. Deleted
305. Employee directly assisting an employee whose wage rate is equal to or in excess of that prescribed for classification 19 — Mould polisher for the relevant area 13D
306. Employee directly assisting a tradesman 12E
307. Other employees with not less than three months' experience in the metal trades industry 14
308. Employees not elsewhere classified ... 14

DIVISION V

PRODUCTION OF INDUSTRIAL GASES

THE COMMONWEALTH INDUSTRIAL GASES LIMITED, AND LIQUID AIR AUSTRALIA LIMITED, ONLY

309. Oxygen plant operator 11B
309a. Plant Operator (Sole) (as defined) 11A
310. Assistant oxygen plant operator, acetylene plant or other gas plant operator 12B
311. General process hand 12E
312. Operator dry ice machine 13D

DIVISION W

DIAMOND BIT DRILLS

313. Diamond bit mould spotter (as defined) 12B
314. Diamond bit mould setter (as defined) 12C
315. Diamond bit mould filler (as defined) 13C

DIVISION X

WIRE REINFORCING & WELDED WIRE MESH

316. Fabric machine operator — Grade 1 (as defined) 11C
317. Bending machine operator 12C
318. Fabric machine operator (other) 12D
319. Bar shear operator 12D
320. Fitment machine operator 12D
321. Fabric shaper (as defined) 12D
322. Fabric shaper (other) 13A
323. Machine Operator (general) 13A
324. Machine assistant 13B

DIVISION Y

WIRE WORKING

325. Wire worker — Grade I (as defined) 11B
326. Wire worker — Grade II (as defined) 11C

327. Wire worker — Grade III (as defined) 12C
328. Wire worker — Grade IV (as defined) 12D
329. Framemaker (as defined) 12D
330. Erector (as defined) 12D
331. Wire worker (other) 13B

DIVISION Z

STORES

332. Tool and/or material storeman (as defined) 12C
333. Storeman and/or packer (as defined) 12C
334. Storeman in charge of store 11C

DIVISION AA

ELECTRICAL TRADES UNION OF AUSTRALIA AND TYREE INDUSTRIES (VICTORIA) PTY LTD AND WILSON ELECTRICAL TRANSFORMER CO PTY LTD

335. Coil winders, heavy 11B
336. Transformer assemblers 12B

DIVISION AB

THE BROKEN HILL PROPRIETARY CO LTD

337. Deleted
338. Deleted
339. General Assistant 13D

DIVISION AC

THE FEDERATED IRONWORKERS' ASSOCIATION AND MRI PTY LTD UNANDERRA

340. Platform operator 12B
341. Machine operator 12C
342. Tin meltman 12D
343. Stannachlor operator 12D
344. Tank farmer 12E
345. General hand 13D

DIVISION AD

INDUSTRIAL INSTRUMENTATION

346. Instrument tradesman (as defined) 9A
347. Instrument tradesman complex systems (as defined) 8
348. Instrumentation and controls tradesman (as defined) 6

DIVISION AE

WATER HEATER DIVISION — RHEEM AUSTRALIA LIMITED AND AMALGAMATED METAL WORKERS' UNION

349. Model Maker (as defined) 9A

DIVISION AF

SHIPBUILDING AND BOATBUILDING — REPAIR AND MAINTENANCE

350. Shipwright/Boatbuilder 10

METAL INDUSTRY (ENGINE DRIVERS AND FIREMEN'S) AWARD

COMPARATIVE SCHEDULE OF OLD CLASSIFICATIONS AND NEW BROADBANDED WAGE LEVELS

ADULTS — **NEW WAGE LEVEL**

DIVISION A

STATIONARY ENGINE DRIVERS

Steam Engine —
- First Class 11B
- First Class with Condenser ..... 11A(ii)
- Second Class 11C
- Second Class with Condenser 11B

Suction Gas and Other Internal Combustion Engine
- Under 35kW Brakepower 12B
- 35kW Brakepower or Over but Under 180kW Brakepower 11C
- 180kW Brakepower and Over 11A

ELECTRIC MOTOR ATTENDANTS

On Motors Over 180kW Power 11B
On Motors 70kW Power up to 180kW Power 12C
On Motors Under 70kW Power 13A

When an employee attends two or more motors he/she shall be paid at a rate calculated on the aggregate power of such motors.

DIVISION B

LOCOMOTIVE ENGINE DRIVERS

If human beings other than train crew are sometimes or always carried ..... 11A(ii)
Others 11A

DIVISION C

WINCH DRIVERS

If Winches on Power House Construction 11C
Others 12B

DIVISION D

CRANE DRIVERS

Lofty Cranes —
- First Class ..... 11A(ii)
- Second Class ..... 11A(ii)
- Third Class 11B

Cantilever Cranes 11A
Cranes Transporting Molten Metal in Foundries 11A
Steam Travelling Cranes — Cockatoo Dockyard 11A
Other Steam Travelling Cranes 11B
Other Steam Cranes 11C
Grab Cranes 11B
Floating Cranes — Cockatoo Dockyard 9C
Electrical Cranes not elsewhere included: 11C
- Four Motions and Over

Overhead Traverser with Auxiliary Joist Traverser with Jib Hoist
- Two or Three Motions
- Overhead Traverser 11C
- Stationary Jib
- Stationary Jib — Hoist
- Traverser Jib

Hydraulic Stationary Jib Cranes 12C
Cranes and Hoist not elsewhere included 12D
String Cranes — 5 Tonnes or less (except in New South Wales) 13A
Fork Lifts —
- Lifting Capacity up to 5,000kg 11B
- Lifting Capacity in Excess of 5,000kg 11A

Mobile Cranes — Lifting Capacity —
- Up to 5 Tonnes 11B
- Over 5 Tonnes and not Exceeding 10 Tonnes 11A
- Over 10 Tonnes and not Exceeding 20 Tonnes ..... 11A(ii)
- Over 20 Tonnes and not Exceeding 40 Tonnes 10C
- Over 40 Tonnes and not Exceeding 80 Tonnes 10A

Over 80 Tonnes and not Exceeding 100 Tonnes 10A
Over 100 Tonnes and not Exceeding 140 Tonnes 9C
Over 140 Tonnes and not Exceeding 180 Tonnes 9B
Over 180 Tonnes and not Exceeding 220 Tonnes 8
Over 220 Tonnes 7

Where two or more fork lifts or cranes are engaged on any one lift the drivers thereof shall be paid an additional amount at the rate of $1.55 per day for each day so occupied.

Mobile Hydraulic Platforms 11A

DIVISION E

TRACTION ENGINE DRIVERS

Rail Engine Traction Motors 12C
Internal Combustion Traction Motor 12C
Tow Motors 12D

DIVISION F

BOILER ATTENDANTS (FIREMEN)

Boiler Attendant (Fireman) 12C
Boiler Attendant (Fireman) First Class 11C
Leading Boiler Attendant or Fireman — First Class 11B
Leading Boiler Attendant or Fireman — Second Class 11C
Special Class Boiler Attendant or Fireman 11B
Locomotive Fireman 12C

DIVISION G

GREASERS

Greaser or Oiler 13A
Greaser or Oiler — First Class 12C
Trimmer 13B
Fuelman 13B
Engine Cleaner 13B
Boiler Cleaner 13B

Provided that any person engaged inside the gas or water space or any other boiler, flue or economiser in the cleaning or scraping work shall, whilst so employed, be paid 88 cents per hour in addition to his ordinary or overtime rate of pay.

DIVISION H

MECHANICAL PLANT — DRIVERS OR OPERATORS

Group 1 ..... 12B
Group 2 ..... 11C
Group 3 ..... 11B
Group 4 ..... 11A(II)
Group 5 ..... 11A(II)
Group 6 ..... 10B

INDEX TO MECHANICAL PLANT

Group 1

Pneumatic tyred tractors not using power operated attachments 35kW brake power and under.

Group 2

Pneumatic tyred tractors not using power operated attachments over 35kW brake power up to 70kW brake power.

Crawler tractors not using power operated attachments up to and including Class 3.

Pneumatic tyred tractors using power operated attachments up to 35kW brake power.

Crawler tractors using power operated attachments up to and including Class 2.

Road roller, power vibrating under 4 tonnes.

Road roller, powered under 8 tonnes.

Second driver — Navvy and dragline — or dredge-type excavation.

Pile driving machine.

Group 3

Pneumatic tyred tractor not using power operated attachments over 70 and up to 110kW brake power.

Pneumatic tyred tractor using power operated attachments over 35 and up to 70kW brake power.

Crawler tractor using power operated attachments Class 3 and 4.

Road roller, powered 8 tonnes and over.

Road roller, powered, vibrating 4 tonnes and over.

Loaders up to and including 0.75 cubic metre.

Group 4

Pneumatic tyred tractor using power operated attachments over 70kW and up to 110kW brake power.

Crawler tractor not using power operated attachments above Class 5.

Crawler tractor using power operated attachments Class 5 and 6.

Excavator up to and including 0.5 cubic metre capacity.

Grader, power operated below 35kW brake power.

Loaders, front-end or overhead 0.75 cubic metre up to and including 2.25 cubic metres.

Scraper, self powered under 10 cubic metres struck capacity.

Group 5

Pneumatic tyred tractor using power operated attachments in excess of 110kW brake power.

Crawler tractor using power operated attachments Class 7 and 8.

Excavator above 0.5 cubic metres and up to and including 2.25 metres.

Grader, power operated below 35kW brake power.

Loaders, front-end and overhead, over 2.25 cubic metres up to and including 4.5 cubic metres.

Scrapers, self powered over 10 cubic metres and up to and including 20 cubic metres struck capacity

Group 6

Crawler tractor using power operated attachments Class 9.

Excavators, over 2.25 cubic metres.

Grader, power operated over 70kW brake power.

Loaders, front-end and overhead over 4.5 cubic metres capacity.

Scraper, self powered over 20 cubic metres struck capacity.

APPENDIX 8

METAL INDUSTRY AWARD PART I

NEW AWARD PROVISIONS FOR THE EMPLOYMENT OF TRAINEES

13A — TRAINEESHIP (ATS)

(a) OBJECTIVE

This Clause sets out the basis for the voluntary employment by employers bound by this Award of Trainee under the Australian Traineeship System (ATS). The Australian Traineeship System comprises structured on-the-job training with an employer and off-the-job training by a training provider approved by an appropriate State Industry Training Authority.

The object of this Clause is to provide the form and substance of the conditions of employment, including the rates of pay, applicable to persons engaged under the Australian Traineeship System. The purpose is to enhance the skill levels and future employment prospects for young people.

An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

(b) CONDITIONS OF TRAINING

(I) A Trainee (ATS) shall attend an on and off-the-job training course or programme approved by the industrial parties involved and as prescribed in the relevant Training Agreement as notified to the Trainee (ATS) by the appropriate State Training Authority.

(ii) The employer shall ensure that the Trainee (ATS) attends the prescribed off-the-job training course and is provided with on-the-job training approved by the appropriate State Training Authority.

(iii) All such training shall be in accordance with the requirements of the appropriate State Training Authority.

(c) CONDITIONS OF EMPLOYMENT

(I) The Trainee (ATS) shall be engaged for a period of twelve months as a full-time employee provided that the Trainee shall be subject to a satisfactory probationary period of one month which may be reduced at the discretion of the employer.

(ii) The Trainee is permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the Training Agreement.

(iii) Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period that period shall be counted as service for the purpose of this Award and long service leave requirements.

(iv) Overtime and Shiftwork shall not be worked by Trainees (ATS) except in the circumstances where the section in which the Trainee (ATS) is receiving on-the-job training is required to work overtime, or the work of the section is normally carried out by shifts as prescribed by the Award. No Trainee (ATS) shall be required to work overtime or shiftwork on his/her own. The Trainee wage shall be used as the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award.

(v) Trainees (ATS) who fail to either complete the Traineeship course or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Traineeship course shall not be entitled to any severance payment in accordance with subclause (c) of Clause 42 of this Award.

(vi) All other terms and conditions of the Award shall apply unless specifically varied by this Clause.

(d) WAGES

The weekly wages payable to Trainees (ATS) shall be determined by multiplying the appropriate Junior Rate as prescribed in subclause 13(a) of this Award, or the agreed weekly wage paid at the enterprise, by 39 which represents the actual weeks spent on the job and dividing that sum by 52 to provide a weekly wage. Further the rate determined shall in no case be less than the minimum rate prescribed by the ATS guidelines.

In order to achieve stability of income and related living standards these rates will be paid as a weekly wage and will be unaffected by the 13 weeks off-the-job training to be carried out during the twelve month training period.

(e) REVIEW

Parties to the Award agree that a jointly conducted comprehensive review of the effectiveness of the ATS Traineeship System and its applicability to the development of career paths in the industry shall be undertaken to determine whether or not the Traineeship should continue in its existing form.

APPENDIX 9

METAL INDUSTRY AWARD PART I

NEW AWARD PROVISIONS FOR THE EMPLOYMENT OF ADULT APPRENTICES

14A — ADULT APPRENTICES

(a) DEFINITION

For the purposes of this Award an adult apprentice means a person of 21 years of age or over at the time of entering into an indenture to one of the trades specified in Clause 14 of this Award.

(b) APPLICATION OF GENERAL CONDITIONS OF APPRENTICESHIP

The provisions of Clause 14 herein shall apply to adult apprentices unless specifically provided otherwise by this Clause.

(c) CONTRACT OF INDENTURE

(i) A suitable contract of indenture shall be drawn up between the adult apprentice and the employer stipulating:—

1. the names of the parties;
2. a statement of the trade or trades to which the adult apprentice is to be bound and which he or she is to be taught during the course and for the purpose of the apprenticeship;
3. the duration of the contract;
4. the credits to be granted in accordance with sub-clause (ii) below;
5. the details of the training to be successfully completed in order to gain recognition as a tradesperson;
6. A covenant by the employer to teach and instruct or cause the adult apprentice to be taught or instructed in the trade to which the adult apprentice is bound;
7. a covenant that for the duration of the contract of indenture the adult apprentice shall be of good conduct and shall diligently pursue his/her course of instruction;
8. the date of which the apprenticeship is to commence or from which it is to be calculated;
9. all other conditions of apprenticeship;

(ii) The training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State Training Authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice.

(d) WAGE RATE

(i) Where a person was employed by an employer in the metal and engineering industry immediately prior to becoming an adult apprentice with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work specified in Clause 8 of this Award and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

(ii) Subject to clause (I) hereof the rate of pay of an adult apprentice shall be the minimum wage prescribed by clause 9 hereof or the rate prescribed by sub-clause 14 (j) hereof for the relevant year of apprenticeship whichever is the greater.

(e) PROPORTION

An adult apprentice shall not be taken into account in determining the ratio of apprentices to tradespersons as prescribed by sub-clause 14(g) hereof.

(f) PREFERENCE

(i) Preference of employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.

(ii) Adult apprentices shall not be employed at the expense of other apprentices.

(g) REVIEW

Parties to the Award agree that a jointly conducted comprehensive review of the effectiveness of adult apprenticeships shall be undertaken to determine whether or not adult apprenticeships should continue in their existing form. One issue to be considered is the age at which persons will be regarded as adult apprentices.

APPENDIX 10 INDEX

This manual is
a joint publication
of the

METAL TRADES INDUSTRY ASSOCIATION OF AUSTRALIA

AUSTRALIAN CHAMBER OF MANUFACTURES

METAL TRADES FEDERATION OF UNIONS

issued to assist in the successful implementation of award restructuring in the metal and engineering industry

Award Restructuring
Consultation, Training and Award Flexibility

Guidelines for Employers in the Metal and Engineering Industry

JUNE 1990

This booklet should be read in conjunction with the Metal Industry Award Parts I, II, III, IV and V and the Metal Industry (Engine Drivers and Firemen's) Award

MTIA

METAL TRADES INDUSTRY ASSOCIATION OF AUSTRALIA

CONTENTS

1 INTRODUCTION

This explanatory booklet sets out the variations to the Metal Industry Award and the Metal Industry (Engine Drivers and Firemen's) Award which were made on 20 March 1990, and provides information and advice to assist members in their implementation.

The booklet does not deal in depth with the classification structure. That aspect of award restructuring will be fully covered in the Implementation Manual that is being produced jointly by MTIA and the Metal Trades Federation of Unions. Given the complexity of the transition from the old classification structure to the new, members are urged to wait for the Implementation Manual before addressing the classification of employees. It is expected that the Manual will be available during July.

This booklet goes to the other changes to the awards. It deals with consultative mechanisms, training, hours of work, meals and annual leave. It also deals with the opportunities to reach special arrangements to improve flexibility within an enterprise.

This booklet forms one of a series of publications which explain the restructured Metal Industry Award. That series includes:

1. MTIA National Circular No. 4/90 of 21 March 1990 which gave members an outline of the changes to the Award;

2. An MTIA members' briefing paper which elaborated on the award changes excluding wages and the classification structure, distributed at meetings of members on 3-6 April 1990;

3. The wages booklet *Award Restructuring Stage 2* which detailed the changes to wages and allowances;

4. This explanatory booklet on *Consultation, Training and Award Flexibility* which provides detailed information on the non-wages and classification structure changes;

5. The *Implementation Manual* which will provide the comprehensive information needed by members to make the transition to the new classification structure. The Manual is expected to be available during July.

In addition to these publications MTIA is running training courses to assist members with award restructuring. For further information on these courses contact the training department in your MTIA branch office.

NEW PROVISIONS – OBLIGATIONS AND OPPORTUNITIES

2

On 20 March 1990 the Metal Industry Award parts I, II and V and the Metal Industry (Engine Drivers and Firemen's) Award were varied to provide for significantly greater flexibility within enterprises. The changes involve both obligations and opportunities for employers.

The award now

- requires enterprises to establish consultative mechanisms and procedures to discuss and implement the new award provisions
- requires employers, in consultation with employees, to develop a training program appropriate to the needs of the enterprise
- allows an employer to direct employees to work to the full range of their skill, competence and training
- allows enterprises greater flexibility in arranging hours of work, meal breaks and annual leave
- allows enterprises to implement any other agreed arrangement which increases flexibility, subject to certain conditions.

The first two of these changes explicitly require employers to consult with employees: the remainder also depend for their success on employee support.

The new provisions are essentially facilitative - they do not prescribe new arrangements but leave the way open for employers to negotiate directly with employees concerning the best application of the award. A wider range of options is now available but the extent to which greater flexibility can be achieved lies more firmly than ever with the extent of cooperation between management, employees and their unions.

Members should therefore be aware that the full benefit of these award changes will only be realised if employers consult with employees regarding implementation and demonstrate the mutual benefit of enhanced flexibility.

3 CONSULTATIVE MECHANISMS

Consultation at the enterprise level is vital to the success of award restructuring. Recognising this, the Metal Industry Award has been varied to provide for the setting up of consultative mechanisms and procedures at the plant or enterprise level as follows:

CLAUSE 6B - STRUCTURAL EFFICIENCY[1]

a. *The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the metal and engineering industry and to enhance the career opportunities and job security of employees in the industry.*

b. *At each plant or enterprise, an employer, the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) herein, shall be processed through that consultative mechanism and procedures.*

c. *Measures raised for consideration consistent with subclause (b) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to clause 6C., matters concerning training.*

Award not prescriptive

At MTIA's insistence the award provision relating to consultation is not prescriptive. It does not spell out a "formula" for consultation as the metal trades unions had originally sought. Instead it recognises that the factors to be taken into account in establishing a consultative mechanism are simply "the size, structure and needs of the plant or enterprise". This means that consultative mechanisms will differ from company to company.

The purpose of consultation

Consultation in the workplace is designed to ensure that employers have regard to the interests and views of employees when management decisions are made. Consultative practices are intended not to reduce management's responsibility for decision making but to promote better decision making through more effective communication and consultation within the workplace.

It is now important that employers be able to demonstrate the existence of a genuine mechanism for the communication and consideration of employee views.

Choosing an appropriate mechanism

Consultative mechanisms can take many forms depending upon the needs of the enterprise. Most employers in the metal and engineering industry already have consultative mechanisms of one form or another

1 Throughout this booklet the references to particular award provisions relate to Part I of the Metal Industry Award. Similar provisions exist in other Parts of the Award and the Metal Industry (Engine Drivers and Firemen's) Award.

in place. Some enterprises have consultative committees comprising both management and employee representatives. Smaller firms may have less formal arrangements which are just as effective.

Consultation most commonly occurs in the following ways:

- formal consultative committees comprising management and employee representatives
- discussion at full meetings of all employees in an enterprise
- discussion at full meetings of all employees in each of the work groups or sections of an enterprise
- discussion with individual employees on a one-to-one basis.

The choice of an appropriate mechanism and procedures will depend on the size, structure and needs of the enterprise. Both the employer and employees should agree that the chosen arrangements are appropriate and are functioning effectively.

If existing consultative arrangements are working well there is no need to restructure them. However members should ensure that the current mechanism is capable of addressing the issues identified in the award as matters that must be consulted upon, namely:

- implementation of the new classification structure
- facilitative provisions relating to hours of work, meal breaks and annual leave
- training.

Consultation may, of course, go beyond these three areas. Members who wish to broaden the scope of consultation should reach agreement with employees and their unions, where appropriate, on any other issues to be discussed. If different consultative arrangements are to be applied in relation to different issues then the specific procedures to be used in each case should also be made clear.

Members should review their existing consultative arrangements to ensure that they are operating satisfactorily. If they are not, then steps should be taken to rejuvenate those arrangements to meet current needs. In some cases it may be appropriate to expand the role of an existing structure such as a safety committee to encompass the wider agenda for consultation. *Appendix 1* provides further details on how to define a new role for a Committee in this way.

Members who have no existing consultative arrangements should now establish an appropriate mechanism and procedures.

Guidelines for consultative committees

Detailed guidelines to assist employers wanting to establish a consultative committee are set out at *Appendix 1*. Employers may be approached by the metal trades unions to adopt consultative arrangements which are not compatible with the size, structure and needs of the enterprise.

While the unions have every right to have input into the establishment and operation of consultative mechanisms and procedures in those

enterprises where they have coverage of employees, they have no right to dictate the terms under which consultative committees are set up.

Meeting the needs of the enterprise

Consultative arrangements are intended to promote positive cooperation in the implementation of award restructuring and the improvement of enterprise flexibility. Such arrangements should, therefore, be designed to implement the new award provisions *within an enterprise* given its size, structure and needs. Consultative arrangements are not to be a conduit for the imposition of unilaterally determined union policies on award restructuring and training.

In order to achieve their purpose of promoting better decision making based on improved communication and consultation within the workplace, consultative committees should also represent all employees covered by this award. No single union is entitled to dominate employee representation if other unions have coverage in the enterprise, and employees who are not members of any union are also entitled to representation on a consultative committee.

Training for members of consultative committees

The Metal Trades Federation of Unions has organised a program of training courses for employees who are appointed or elected to enterprise level consultative committees.

MTIA regards such courses as constructive and encourages members to allow committee members to attend. Other options for training also exist. Participation in courses conducted by MTIA, the Workplace Resource Centres or other organisations may also help committee members to perform their role more effectively.

The question of payment for time spent attending training courses should be decided in advance consistent with the company's training leave policies.

DEVELOPING A TRAINING PROGRAM

The Metal Industry Award has been varied to include a new clause on training:

CLAUSE 6C - TRAINING

a. *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:-*

i. developing a more highly skilled and flexible workforce;

ii. providing employees with career opportunities through appropriate training to acquire additional skills, and

iii. removing barriers to the utilisation of skills acquired.

b. *Following proper consultation in accordance with subclause (b) of Clause 6B - Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training program consistent with:-*

i. the current and future skill needs of the enterprise.

ii. the size, structure and nature of the operations of the enterprise;

iii. the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

c. *Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:-*

i. formulation of a training program and availability of training courses and career opportunities to employees;

ii. dissemination of information on the training program and availability of training courses and career opportunities to employees.

iii. the recommending of individual employees for training and reclassification;

iv. monitoring and advising management and employees on the ongoing effectiveness of the training.

d. i. *Where as a result of consultation, in accordance with Clause 6B or through a training committee and with the employer concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (b) herein 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 shall not suffer any loss of pay. The employee shall not unreasonably withhold such paid training leave.*

ii. *Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.*

iii. Travel costs incurred by an employee undertaking training in accordance with the clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

e. Subclauses (a), (c) and (d) hereof shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) hereof. In this connection, the unions reserved 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 the individual enterprise and/or the metal and engineering industry.

f. Any disputes arising in relation to subclauses (c) and (d) shall be subject to the provisions of subclause (i) Avoidance of Industrial Disputes of Clause 6 - Contract of Employment of this award.

A firm commitment to training

The first part of this new provision contains a commitment by all parties to training and skill development, including removal of the barriers to skill acquisition.

MTIA places the highest priority on increased training because of one essential truth. That is, when the last ounce of extra productivity has been squeezed out of new technology, out of more flexible work arrangements and the elimination of demarcation, the only sustainable higher productivity opportunities left will depend upon the quality of the people in our industry: how well they are trained and retrained.

It is, therefore, vital that employers move promptly to develop a training program that meets the needs of their enterprise.

Consultation with employees

The award provides that a training program is to be developed by an employer following proper consultation with employees.

Proper consultation may be undertaken either through the consultative mechanism set up under Clause 6B or through a training committee. There is no requirement for an employer to establish a separate training committee. Consultation on training may take place through the more general consultative mechanism established under Clause 6B, whether that be a committee or some other mechanism.

A training committee is one mechanism by which employers can consult with employees on training matters. If one is set up its purpose is to facilitate the consultation process between management and employees. It is not a decision making body and the responsibility for developing a training program and implementing training policies remains with management.

Where a training committee is established the award spells out some details of its operation. A training committee must comprise an equal number of employer and employee representatives and have a charter which clearly states its role and responsibilities. The award provides examples of what might be incorporated in the training committee's charter at subclause 6C(c) and detailed guidelines on the establishment of consultative committees are provided in *Appendix 1*.

Training to meet the needs of the enterprise

Following consultation with employees, employers are required to develop a training program which assesses skill needs and plans for future training.

The training program should be based on the needs of the individual enterprise. It should take into account:

- the current and future skill needs of the enterprise
- the size, structure and nature of the operations of the enterprise
- the need to develop vocational skills relevant to the enterprise and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

The emphasis on the enterprise is significant. The award provision is not advocating training for the sake of it nor training in skills that are not needed by the enterprise.Training is intended to directly support the skill needs of each individual company.

It is to be expected that training programs will therefore vary from one company to another. In small establishments the training program may be relatively straight forward while in larger establishments it may require detailed development.

Developing a training program

Depending on the needs of the enterprise the development of a training program may involve:

- conducting a skills analysis to assess the current and future skill needs of the enterprise;
- reviewing existing training arrangements to determine whether or not they are adequate;
- conducting a program amongst employees, supervisors and management to increase awareness of the benefits of training;
- investigating off-the-job training providers especially TAFE for appropriate training packages which are available;
- looking at ways of structuring on-the-job training with a view to the enterprise becoming accredited as a training provider;
- evaluating the likely impact of competency based training on the enterprise;
- increasing internal training resources (people, equipment and time) to provide more on-the-job training;
- assessing what training is needed to achieve multi-skilling (who, what, when, where and how);
- considering the opportunities for existing adult employees to undertake apprenticeships;
- considering the opportunities to engage trainees;
- reviewing the training budget.

Attending training courses

Attendance at training courses is subject to two conditions:

- the employee and the employer must agree;
- the training must be consistent with the enterprise's training program.

This means that an individual employee nominated to attend a training course must first be properly consulted, the employer and employee must both agree and the training must be consistent with the overall plan for the enterprise.

Payment for time spent on training

The award provides that training may be undertaken on or off the job. Where an employee attends training courses during ordinary working hours, the award provides that the employee shall not suffer any loss of pay.

An employee attending training courses outside ordinary working hours is not entitled under the award to any payment for the period of attendance. Individual arrangements and policies in this respect are for the employer to determine.

Reimbursement of costs

The award provides that any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer on an annual basis.

Reimbursement of these costs is subject to two conditions:

- the employee must produce evidence of expenditure;
- the employee must present a report of satisfactory progress.

Travel costs properly incurred by an employee undertaking training which exceed those normally incurred travelling to and from work shall also be reimbursed by the employer.

Review of the training clause

The new training clause is to operate on an interim basis until it is reviewed in December 1990. In the meantime the parties are to monitor its effectiveness in encouraging the development of a more highly skilled workforce, a career path and better utilisation of skills.

The Metal Trades Federation of Unions has reserved its right to press for mandatory training leave again after December 1990. If the unions can show that employers have not set up proper consultative mechanisms and have not acted on the award requirement to develop training programs within their enterprises, they may use this failure as grounds for arguing for a minimum award prescription of paid training hours.

MTIA therefore urges members to set up an appropriate consultative mechanism and commence the process of developing a training program as soon as possible. Care should also be taken to ensure that once a training program is developed the cost, value and training outcomes of the program are identifiable and measurable. Quantifying the amount spent on training will be particularly important in view of the one percent "training guarantee levy" that is expected to be introduced by the Federal Government from 1 July 1990. MTIA will shortly issue separate advice to members on this matter.

The aim of award restructuring is to rid the metal and engineering industry of the obsolete work practices and rigid occupational boxes which have served to limit career development and the utilisation of the full skills of employees.

The changes to the award consist of complementary provisions relating to training, consultation, and the transition to a new classification structure. These provisions are further supported by an award variation designed to overcome demarcations based on particular job functions or the use of particular tools or equipment.

The new provision provides that:

CLAUSE 6 - CONTRACT OF EMPLOYMENT

k. i. *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 deskilling.*

ii. *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.*

iii. *Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.*

Award breaks down demarcation

This award provision means that if an employee has the skills and training to perform a job or use certain tools and equipment safely, then he or she should be able to do so without being obstructed by outdated job or union demarcations. With this provision the Industrial Relations Commission has clearly indicated that such demarcations will no longer be accepted.

Designing better jobs

Under the new classification structure employers will have enormous flexibility to create jobs incorporating the tasks and functions which meet the needs of the enterprise. The award will not itself define a narrow occupational box, together with title and duties, applicable to every employee. Instead, employers will be able to flexibly specify the scope, function and skills of jobs performed within their workplace.

The provision, therefore, allows employers to redesign jobs to incorporate broader functions and utilise multiple skills. Job design is a major undertaking: it means identifying the tasks that are crucial to an organisation's success, building those into the job and then training employees to ensure that they can perform those tasks to the desired standard.

If a job is to be expanded then many other factors relating to training, supervision and administration may need to change. This is not surprising when it is recognised that an enterprise's administrative, supervisory and training infrastructure has been built up around the old style jobs. When those jobs change the old structures may not suit the new way of working: the training may be unsuitable or inadequate, supervision may be inappropriate, and the record keeping and reporting systems may not support the wider role of employees.

Implementing any change to a job under this clause should, therefore take into account the enterprise's training program and its administrative and supervisory systems.

Job design should also be looked at in consultation with employees. While the award gives an employer the right to direct employees to perform work in line with their skills, competence and training, employees need to be consulted about such matters. Without consultation, attempts to overcome existing demarcations and redesign jobs are likely to be resisted. It is appropriate therefore to use the consultative mechanisms discussed in *Section 3* before putting this provision into effect.

Implementation Manual

The detailed information needed to locate new jobs within the classification structure and to consider claims for reclassification will be contained in the Implementation Manual which is expected to be available during July. While the Manual is being finalised members should begin to consider how they can best utilise the broader job definitions. These definitions contained in various appendices in the Award are provided as *Appendix 2*. Members will find the detailed information needed to make the transition to the new classification structure in the Implementation Manual.

Not designed to promote deskilling.

In directing employees to work across a wider range of duties, employers are to ensure that such duties are not designed to promote deskilling. While jobs may be made broader, they cannot be restructured so as to require employees to regularly and consistently perform tasks which are unrelated to their principal function and at a lower level of skill than the work they usually perform.

This is entirely consistent with the aim of employers in award restructuring: to increase productivity and efficiency through the better utilisation of employees' skill, competence and training. This can mean directing employees to perform a total task, including preparation of materials and clean-up where this is incidental to the main task. It can also mean directing employees to perform work at a lower level of skill for short periods such as during a breakdown of machinery.

However members will find employees unwilling to cooperate in more flexible job design if it is perceived that this will lead to deskilling. Close consultation with employees and proper recognition of a mutual

commitment to skill aquisition rather than deskilling is needed if the full scope of this provision is to be realised.

Following strenuous representations by MTIA the award has been varied to include a new provision which gives employers the opportunity to negotiate directly with employees regarding arrangements which better suit the needs of the enterprise. The award provides that:

CLAUSE 6B - STRUCTURAL EFFICIENCY

d. *Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission and by agreement of the parties involved shall be implemented subject to the following requirements:*

- *the changes sought shall not affect provisions reflecting national standards*
- *the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change*
- *no employee shall lose income as a result of the change*
- *the relevant union or unions must be a party to the agreement*
- *any agreement shall be subject to approval by the Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency*

Freedom to negotiate at the enterprise level

This provision gives employers the opportunity to negotiate any arrangements which meet the needs of the enterprise, subject to the conditions in Clause 6B. Thus at a particular enterprise the employer, employees and their union may reach an agreement to introduce any innovative arrangements designed to increase enterprise flexibility.

The emphasis in this process is clearly upon the ability to reach agreement. The award does not provide a vehicle for the unilateral imposition of arrangements by any party. However where agreement has been reached and the other conditions satisfied, employers are, under this provision, able to obtain the approval of the Commission and secure those arrangements as a Schedule to the award.

Conditions must be satisfied

The conditions which must be satisfied in order to obtain the approval of the Commission are that such arrangements:

- *must not erode national standards.*

Examples of "national standards" might include the 38 hour week, four weeks annual leave, maternity leave, redundancy entitlements.

- *must have the genuine agreement of the majority of employees affected by the change.*

This means that employers should consult any employees affected and

put in place formal processes to test their agreement (such as a formal vote supplemented by written consent of individual employees). Care should be taken to consider the views of those employees who do not support the arrangements to ensure that their opposition does not impede the successful implementation of change.

- *must not cause an employee to lose income.*

This requirement does not limit the ability of enterprises to seek agreement on the restructuring of wages and allowances, provided that no employee loses income as a result. Arrangements that restructure wages and allowances in order to maximise efficiency and increase employee motivation are quite legitimate.

- *must be agreed to by the relevant union(s).*

Under this requirement the relevant union(s) must be a party to the agreement. They must at least be informed when the matter is notified to the Commission for its approval. In practice however members ought to involve the relevant union(s) in the early stages of consultation as their subsequent agreement is a precondition to approval by the Commission. It is an award provision that the relevant union(s) shall not unreasonably oppose any agreement and in the event this is the case, MTIA should be notified immediately.

Consult with employees to identify options

By way of illustration only, some examples of arrangements which might be considered by members in consultation with employees and their union(s) include:

- time off in lieu of overtime
- ordinary hours outside the band of 6.00am - 6.00pm
- working for twelve hour periods (either day work or shift work) other than between the hours 6.00am - 6.00pm
- more flexible arrangements to run shifts at times other than those specified in the award
- greater flexibility in the manner and timing of notice for shiftwork, hours of work, stand by and call back
- split shifts
- "annualised wages" based on an annual hours ceiling.

This list is not exhaustive and the award provision has no time limit for implementation. Members may find that proposals appropriate to their enterprise are revealed in consultative discussions with employees. Where proposals for enterprise flexibility lie outside that which is available under the award, this new award provision will offer an avenue by which employer and employees may formalise an agreement.

FACILITATE AWARD PROVISIONS

In addition to the general enterprise flexibility clause, the award has been varied to allow for greater flexibility in relation to hours of work, meal breaks and annual leave.

In most cases the variations allow more flexible arrangements only where agreement is reached between the employer and the majority of employees concerned. In seeking the agreement of employees members should apply the consultative mechanism and procedures required under Clause 6B of the award and discussed in Section 3 of this booklet.

In addition, where the agreement of individual employees or a majority of employees is required a procedure for documenting that agreement should be implemented. This could take the form of a document recording the vote on a particular issue which is signed by the shop steward or appropriate employee representative. It could also take the form of notices signed by individual employees. Whatever method is adopted, members should be aware of the need to hold properly documented evidence of employees' agreement.

7.1 HOURS OF WORK

Spread of ordinary hours

Ordinary hours of work may now be arranged across a wider band and worked in longer periods including twelve hour periods.

The changes to the award provisions on ordinary hours of work are as follows:

CLAUSE 18 - HOURS OF WORK

c. The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00am and 6.00pm. Provided that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section or sections concerned. Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

d. The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that

i. in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned, and

ii by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to

1 the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts,

2 *proper health monitoring procedures being introduced;*

3 *suitable roster arrangements being made; and*

4 *proper supervision being provided.*

This means that ordinary hours of day work may now be arranged anytime within the twelve hour band from 6.00am to 6.00pm. Outside this band the ordinary hours usually constitute shift work, which is discussed in more detail below.

Eight hours still standard

An eight hour day remains the "standard" and hours in excess of this cannot be unilaterally imposed. Obviously, existing arrangements featuring longer hours do not have to be confirmed but where new arrangements are to be implemented employees are to be consulted and their agreement sought. A summary of the various options for hours of day work and the conditions which apply is shown below:

Number of ordinary hours	*Arrangement*
Up to 8	Arranged at the discretion of the employer
More than 8 and up to 10	Arrangement subject to agreement with the majority of employees concerned
More than 10 and up to 12	Arrangement subject to agreement with the majority of employees and the union(s) concerned, and meeting the extra conditions relating to Occupational Health and Safety and supervision.

It should be noted that day work in periods of twelve ordinary hours can only be implemented if a number of conditions relating to occupational health and safety and supervision are satisfied, and may only be arranged between 6.00am and 6.00pm.

Where it is intended that work be arranged over a twelve hour period outside this band (for example 5.00am to 5.00pm or 7.00am to 7.00pm) the award provisions relating to overtime or shift work would become applicable. Where other arrangements are more suited to the needs of the enterprise, members should consider reaching an enterprise flexibility agreement under subclause 6B(d).

It should also be noted that the award provisions relating to meal breaks have been made more flexible. Where members wish to implement a working day which is longer than eight hours, it is advisable to discuss the flexible scheduling of meal breaks with employees at that time.

Shift work

The new provisions also make it possible to work shifts of twelve ordinary hours. The amendments to the award are as follows:

CLAUSE 19 - SHIFT WORK

b. Hours - continuous work shifts

This subclause shall apply to shift workers on continuous work as herein before defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

A shift shall consist of not more than ten hours inclusive of crib time. Provided that:

i. in any arrangement of ordinary working hours where the ordinary hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and

ii. by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

1 the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;

2 proper health and monitoring procedures being introduced;

3 suitable roster arrangements being made; and

4 proper supervision being provided.

iii. Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

iv. Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

c. Hours - other than continuous shift work

This subclause shall apply to shift workers not upon continuous work as herein before defined. Subject to clause 18A - Implementation of 38 hour week, and clause 18B - Procedures for in-plant discussions, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases.

i. 38 hours within a period not exceeding seven consecutive days, or

ii. 76 hours within a period not exceeding fourteen consecutive days; or

iii. 114 hours within a period not exceeding 21 consecutive days, or

iv. 152 hours within a period not exceeding 21 consecutive days.

v. The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be

required to work for more than five hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

vi. Provided that

1. the ordinary hours of work prescribed herein shall not exceed ten hours on any day;

2. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned, and

3. by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to

A the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hour shifts;

B proper health and monitoring procedures being introduced;

C suitable roster arrangements being made;

D proper supervision being provided.

The implementation of twelve hour shifts requires special care. Employers must ensure that due regard is paid to the supervisory and occupational health and safety aspects of extended working hours.

A copy of the ACTU code of conduct on twelve hour shifts is included as *Appendix 3* for the information of members.

Sick leave and annual leave

Entitlements for the accrual and taking of sick leave and annual leave are detailed in the relevant clauses of the Metal Industry Award. Members should consult the award closely regarding the entitlements of employees whose ordinary hours of work exceed eight on any day.

Sick leave is accrued and taken by such employees on an hourly basis. Accrual is at the rate of 40 hours in the first year of service and 64 hours in second and subsequent years. Where an employee usually works more than eight ordinary hours in a day, an application for sick leave will involve a debit to his or her accrued sick leave equal to the number of ordinary hours usually worked on that day.

Annual leave is also accrued and taken by such employees on an hourly basis. Accrual is at the rate of 2.923 hours for each 38 ordinary working hours worked. While the total 152 hours of annual leave accrued after twelve months' service is also applied on an hourly basis, employees should still observe that leave as the equivalent of twenty eight days leave (including non–working days).

Members should consult the award for further details of employees' leave entitlements.

Examples of the arrangement of ordinary hours

Employers must arrange hours of work to average out at thirty eight hours per week over one, two, three or four weeks (see Clauses 18, 18A and 19 of the Metal Industry Award). Some examples of how hours of work might be arranged to meet this requirement are shown below.

Example 1 **Day work**
(assuming agreement on meal break after up to six hours work) from Monday to Friday

3 x 12 hour day less one unpaid half hour meal break
ie 3 x 11.5 working hours per day
= 34.5 hours worked over a three day week Monday to Friday.
To average 76 hours within a work cycle of 14 calendar days -

1st week - 3 days	(3 x 11.5) = 34.5 ordinary hours
2nd week - 4 days	(3 x 11.5) + (1 x 7.0) = 41.5 ordinary hours

Example 2 **Day work or non-continuous shift work**
(assuming meal break required after five hours work)

3 x 12 hour day less two unpaid half hour meal breaks
ie 3 x 11 working hours per day
= 33 hours worked over a three day week
To average 76 hours within a work cycle of 14 calendar days -

1st week - 3 days	(3 x 11) = 33 ordinary hours
2nd week - 4 days	(3 x 11) + (1 x 10) = 43 ordinary hours

Example 3 **Day work or non-continuous shift work**
(assuming agreement on meal breaks taken in addition to 12 hours actually worked)

3 x 12.5 hour day less one half hour unpaid meal break
or 3 x 13.0 hour day less two half hour unpaid meal breaks
ie 3 x 12 working hours per day
= 36 hours per week worked over a three day period
To average 152 hours within a work cycle of 28 calendar days -

1st week - 3 days	(3 x 12) = 36 ordinary hours
2nd week - 3 days	(3 x 12) = 36 ordinary hours
3rd week - 3 days	(3 x 12) = 36 ordinary hours
4th week - 4 days	(3 x 12) + (1 x 8) = 44 ordinary hours

Example 4 **Continuous shift work**
(with a 20 minute paid crib break)

3 x 12 hour day with crib break counted as time worked
ie 3 x 12 working hours per day
= 36 hours per week worked over a three day period

To average 152 hours within a work cycle of 28 calendar days -

1st week - 3 days	(3 x 12) = 36 ordinary hours
2nd week - 3 days	(3 x 12) = 36 ordinary hours
3rd week - 3 days	(3 x 12) = 36 ordinary hours
4th week - 4 days	(3 x 12) + (1 x 8) = 44 ordinary hours

Some enterprises may wish to make up the weekly ordinary hours by working an additional day partly on overtime. Taking Example 1, hours could be arranged as follows.

Example 5 **Day work on a four day week**
(assuming agreement on meal break after up to six hours work)
Monday to Friday.

3 x 12 hour day less one unpaid half hour meal break
ie 3 x 11.5 working hours per day
= 34.5 hours per week
To work the full 38 ordinary hours each week, work -
3 days x 11.5 ordinary hours
1 day x 3.5 ordinary hours plus 7.0 hours overtime
To average 76 ordinary hours within a work cycle of 14 calendar days, work -

1st week - 3 days	3 x 11.5 ordinary hours
2nd week -4 days	3 x 11.5 ordinary hours
	plus 1 x (7.0 ordinary and 4.5 overtime)

These examples are intended to be by way of illustration only. Members will need to consider the operational needs of their enterprise in light of the other considerations specified in the award.

7.2 MEAL BREAKS

The award has been varied to provide for greater flexibility in the scheduling of meal breaks to maintain an efficient flow of production. The award provisions are as follows:

CLAUSE 20 - MEAL BREAKS

a. An employee shall not be required to work for more than five hours without a break for a meal. Provided that:

i. in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal; and

ii. by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

b. The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

c. An employer may stagger the time of taking a meal and rest break to meet operational requirements.

d. Subject to the provision of subclause (a) hereof, an employee employed as a regular maintenance man shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

c. Except as provided in subclauses (a) and (b) hereof, and except where any alternative arrangement is entered into as a result of inplant discussions as provided in Clause 18B, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

Previously day workers could not be directed to work at ordinary rates for more than five hours without a meal break, unless canteen facilities were limited in which case the maximum was six hours.

Now it is possible for an employer and the majority of employees in a plant or section to agree to an arrangement whereby employees can be directed to work for six hours before a break for a meal. Such an agreement might form the basis of regular scheduling or it might be used as a "safety net" when unforeseen changes to production demand a change to meal times. Members should discuss the benefits of this type of flexibility with employees.

Staggering and rescheduling of meal breaks

In addition, employers may stagger meal and rest breaks to meet operational requirements and may alter the scheduled time of a meal or rest break to ensure continuity of production.

These provisions give members greater scope to schedule meal and rest breaks in an efficient cycle, and to alter breaks in response to unforeseen changes to production. For example, where a breakdown in equipment occurs there is now greater flexibility to alter meal breaks to be taken during idle time or to stagger them to maintain continuity of production, subject to a ceiling of five hours work (or if agreed, six hours work) before a break.

Meal breaks while on shift

It should be noted that meal breaks for employees engaged on shift work are governed by Clause 19 - Shift Work. That clause provides for meal breaks as follows:

- continuous shift work, a twenty minute paid crib break
- non-continuous shift, an unpaid meal break after not more than five hours.

These provisions specify the type and timing of meal breaks while on shift work. Employers have the same flexibility to stagger and reschedule meal breaks within these time constraints as is available in relation to day work.

7.5 ANNUAL LEAVE

The award has been varied to allow for greater flexibility in the arrangement of annual leave by agreement between an employer and individual employees. The amended provisions include:

CLAUSE 25 - ANNUAL LEAVE

d. Broken leave

Annual leave shall be given and taken in one or two continuous periods

If the annual leave is given in two continuous periods, then one of those periods must be of at least 21 consecutive days, including non-working days. Provided that, if the employer and an employee so agree, his annual leave entitlement may be given and taken in two separate periods, neither of which is at least 21 consecutive days, including non-working days, or in three separate periods.

Provided further that an employee may, with the consent of his employer, take short term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

h Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks notice to the employee.

Provided that by agreement between an employer and an employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.

Where employers exercise their discretion to direct an employee to take annual leave at a time fixed by the employer, the previous award conditions still apply. That is:

- the leave must be given and taken within six months of falling due
- at least four weeks notice must be given to the employee
- the leave must be taken in either
  - one continuous period or
  - two periods (one of which is at least 21 days).

Subject to agreement between an employer and the individual employee concerned, however, the award now provides that:

- leave may be given and taken within twelve months of falling due
- less than four weeks notice may be given to the employee
- the leave may be taken in
  - one continuous period
  - two separate periods of any length
  - three separate periods of any length, or
  - any of the above plus up to four days of short term annual leave.

This means that where employers and employees agree, annual leave may be taken in up to seven separate periods, including up to four single days.

This gives employers far greater flexibility to arrange annual leave to meet the operational needs of the business, to combine with other events such as religious and public holidays and to meet employee requests for short term personal leave. These provisions may be of use to employers in addressing the issue of employee absenteeism.

Annual close down

The award provisions relating to annual close down have also been changed to provide greater flexibility. Clause 25 has been varied to include the following:

CLAUSE 25 - ANNUAL LEAVE

m. Annual close down

v. An employer may close down his plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

Provided that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided further that if an employer closes down his plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

n. Part close down and part rostered leave

i. An employer may close down his plant, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.

Provided that by agreement with the majority of employees concerned, an employer may close down his plant for a period of at least fourteen consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.

The options for an employer wishing to close down a plant for the purposes of granting employees all or part of their annual leave are as follows:

- one continuous close down;
- two separate close downs (one of which is at least 21 days)
- a close down of at least 21 days, with the balance granted as rostered leave in one continuous period.

In addition, where the majority of employees agree an employer may close down the plant as follows:

- two or three separate close downs (one of which is at least 14 days) provided that employees are advised of the proposed dates before being asked for their agreement;
- one close down of at least 14 days with the balance of annual leave to be taken by mutual arrangement with the individual employee.

These provisions give further flexibility to employers to arrange annual leave in a manner which meets the needs of both the enterprise and employees.

APPLICATION TO EMPLOYEES COVERED BY OTHER AWARDS

The provisions of the Metal Industry Award are only binding upon those employees who perform work covered by that Award. Employers are, therefore, legally bound only to implement the award changes as they relate to those employees. Where employees in an enterprise are covered by different awards care should be taken to observe the terms of each award. However, many members maywish to apply the provisions of this Award more widely across the workplace, particularly those provisions relating to consultation and training.

The extent to which the initiatives contained in this booklet are applied to other award employees will, of course, depend on the needs of the enterprise. In deciding whether to adopt these changes more widely across the enterprise, members could consider the following.

Where Metal Industry Award employees are in the minority

Where employees covered by this Award are in the minority, it may be appropriate to confine the implementation of its provisions to the relevant section or sections of the plant. This could be done by establishing a consultative process specifically to address those issues nominated by the Commission - the new classification structure, training and the facilitative award provisions. In this way consultation would focus upon those issues without having to deal also with matters of concern to employees covered by other awards.

However where employers wish to use the changes under this Award as a stimulus to the entire organisation, it may be appropriate to address the issues of consultation and training more broadly. This could be done by establishing or rejuvenating a consultative mechanism that covers all employees. In such cases it may be necessary to address some of the issues specific to the Metal Industry Award (such as the classification structure) through a subcommittee or a separate working group.

Where other employees comprise a significant minority

Where companies have some employees covered by other awards it may be appropriate to include those employees in the consultative arrangements and training program, and to consider how they might participate in any other changes that are implemented in order to increase flexibility. Employers should ensure that those employees are included when the consultative mechanism and procedures are agreed and the training program is developed. If a consultative committee is established then those employees should be represented in the structure of that committee.

AVOIDING DISPUTES

The Metal Industry Award already contains an avoidance of disputes procedure at Clause 6(j), designed to promote the resolution of disputes through consultation and cooperation.

Any disputes that might arise regarding consultation over training or the development of a training program are to be dealt with in accordance with that procedure. It should also be used to assist in the resolution of disputes which might arise regarding the implementation of any other award provisions.

It is very important that employers insist on the observance of the disputes avoidance procedure and that it is applied consistently.

6(j) Avoidance of Industrial Disputes

A procedure for the avoidance of industrial disputes shall apply in establishments covered by the Award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, cooperation and discussion, to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue their mutually agreed procedures. In other cases, the following principles shall apply:

1. Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

discussions between the employee(s) concerned and at his/her request the appropriate union shop steward/delegate, and the immediate supervisor;

discussions involving the employee(s), the shop steward/s and more senior management;

discussions involving representatives from the State Branch of the union(s) concerned and the employer organisation Branch representatives;

discussions involving senior union officials (State Secretary or National Officer) and the employer organisation (National Officer).

There shall be an opportunity for any party to refer the issue to a higher stage.

2. There shall be a commitment by the parties to ensure adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

3. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

4. Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised;

5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Australian Conciliation and Arbitration Commission for assistance in resolving the dispute;

6 In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

7 The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace. This avoidance of industrial disputes provision will not affect the operation of the disputes settlement procedure for unfair dismissals prescribed in Clause 6(d)(viii) or the procedure set out in Clause 17A(c) of the award.

Members who find themselves involved in a dispute regarding any aspect of award restructuring are encouraged to contact MTIA at the appropriate stage in this procedure.

GUIDELINES FOR THE ESTABLISHMENT AND OPERATION OF CONSULTATIVE COMMITTEES

The Metal Industry Award requires the parties at the enterprise or plant level to set up consultative mechanisms and procedures. One mechanism that is available is a formal consultative committee made up of representatives of management and employees.

Such a committee is not a decision making body and does not replace the function and responsibility of management for running the business. Management retains that authority, but under this award provision employees have the right to have their views heard and taken into account before decisions are made by management.

Participative practices can lead to better decision making. As one of the consultative mechanisms available to the parties, consultative committees are intended to provide a means to more effective communication and consultation with all employees within the workplace.

Where employers wish to set up a consultative committee as the mechanism for consultation, or to rejuvenate an existing arrangement, the following guidelines may assist in the process.

1 DEFINING EFFECTIVE CONSULTATION

Consultation occurs where parties with common interests but potentially different objectives exchange information and view-points. A consultative committee can help achieve this by providing a mechanism for the exchange of views.

In order for consultation to be effective, employees and management must both be genuine participants in the process. Management should make a positive commitment to act in good faith in response to the recommendations of the consultative committee, and employees should be prepared to put aside previous expectations and limits to participation.

Consultation is effective if it

- ensures that the views of employees are known and taken into account
- provides management with an informed basis upon which to make decisions.

In order to achieve this, employee representatives should be actively involved in the committee, have access to relevant information and if necessary, undergo training in committee processes. They should also be able to consult with workmates about their views.

2 BEFORE ESTABLISHING A CONSULTATIVE COMMITTEE

The successful establishment and operation of a consultative committee is a task made easier by forethought and ongoing attention to detail. Some problems which commonly arise in relation to such committees include:

- misunderstanding as to the role and scope of the committee, particularly its power to influence management decisions and the range of issues to be considered
- management anxiety about the role of the committee
- random growth of the matters discussed by the committee
- frustration or intimidation of committee members due to poor meeting procedure.

Management should therefore give careful consideration to how it would like to see a consultative committee operate prior to commencing negotiations on its establishment with employees and unions. In particular, management must have decided the extent of its commitment in terms of resources and management backup.

MTIA wishes to acknowledge that J.G. Allen's Joint Consultation (NSW Department of Industrial Relations and Employment, 1 Oxford St, Darlinghurst) was used as a reference source in the formulation of these guidelines.

A checklist for management to consider would include:

- what the role and responsibilities of the committee will be
- the scope of the committee including any areas explicitly excluded (eg individual grievances, personality conflicts, performance difficulties, industrial relations issues, wages, OH&S)
- priorities
- membership of the committee
- length of office of representatives
- administrative support for the committee and responsibility for calling meetings
- reporting responsibilities and procedures
- training support
- procedure for feedback to the committee.

Management should also decide how the consultative committee will fit into the company's overall communication system (eg individual and workgroup communication with supervisors). Input from supervisors and middle managers should be sought at an early stage to ensure that the committee complements rather than undermines their role in policy making and communication. This is important if the committee is to be seen as one part of a comprehensive approach to consultation and communication throughout the workplace.

Management should also assess the environment in which the changes will be introduced: the level of trust within the organisation, the ease with which employees and managers cope with change, and any external factors which might have an impact (eg economic conditions, the introduction of new technology, relocation). These factors should be taken into account in deciding the role and scope of the committee.

3 ESTABLISHING THE CONSULTATIVE COMMITTEE

As the operation of the consultative committee is to be a joint exercise so too should be its setting up.

Having thought first about the main factors involved in setting up the committee, management should consult with the workforce at large about the benefits of joint consultation. Some employees may be initially apathetic or distrustful of consultative processes. Management will need to make a genuine commitment to consult with and take into account the views of employees before making decisions affecting them.

Where the workforce is unionised the appropriate channel for discussing how the consultative committee might be established is through the shop stewards and/or union officials. In a non-unionised plant or enterprise it may be appropriate to ask employees to choose representatives from amongst their own ranks to represent them in any discussions with management. These representatives must be given every opportunity to consult with those they are representing.

Having reached agreement in principle on the need to establish a consultative committee and each side having committed themselves to making it work, the next step would be discuss the structure of the committee and how it should operate.

Under the Metal Industry Award consultative mechanisms are to be on-going arrangements for the purpose of considering measures "to increase the efficiency, productivity and international competitiveness of the metal and engineering industry and to enhance the career opportunities and job security of employees in the industry".

Accordingly, it is desirable that a good deal of thought and discussion be given to how a consultative committee is to be structured and how it is to operate.

It may be appropriate, therefore, to draft a constitution. This does not necessarily have to be drafted by a lawyer. Instead a committee might be formed to draft the

constitution of the Consultative Committee. Whether or not it is decided to have a written constitution, the following matters need to be considered in establishing and operating a consultative committee:

- aims and objectives
- scope
- membership
- meetings
- agenda, minutes and administration
- training for committee members.

Each of these are dealt with in turn below.

3.1 AIMS AND OBJECTIVES

A statement of the committee's aims and objectives is needed to identify its charter, a requirement under the award. A statement that reflects the objectives identified in Clause 6B(a) of the Metal Industry Award might be appropriate, for example:

"Members of this consultative committee are committed to cooperating positively to increase the efficiency, productivity and international competitiveness of XYZ Enterprise and to enhance the career opportunities and job security of its employees."

3.2 SCOPE OF THE COMMITTEE

The matters to be considered by the Committee are to be determined by negotiation at the enterprise. The scope of discussion will depend on the size, structure and needs of that enterprise.

Consultation is most effective when it is focused on particular issues. Even where the goal is to generally improve the level of communication and consultation within an enterprise, committees are best oriented around specific tasks.

The Metal Industry Award requires that the following three areas must be considered:

- implementation of the new classification structure
- the award's facilitative provisions
- training (if a separate training committee has not been established).

Other matters which might be brought within the scope of a consultative committee include:

- safety, health and welfare
- technological change
- communication and information sharing
- work organisation
- labour turnover and absenteeism
- profit and sales performances
- production and investment programs
- export performance
- research and development
- product diversification
- appointments, promotions, transfers
- industrial relations issues (excluding wages)
- quality of products and services.

This list is not exhaustive. It is meant only to give an idea of some of the matters which might be considered by a consultative committee.

3.3 MEMBERSHIP OF THE COMMITTEE

It is generally desirable that a consultative committee comprise equal numbers of management and employee representatives. However since such committees do not operate on a "voting" basis but on consensual discussion, equal numbers may not be considered necessary.

In the final analysis, management will decide whether any recommendation or proposal by the committee is to be implemented. It is, therefore appropriate that at least one of the management representatives should have decision making power.

The employee members of the committee should be properly representative of the workforce in the plant or enterprise. No one union is entitled to dominate employee representation if there are other unions with members in the plant. Shop stewards have no automatic right to membership of the committee. Non-union members should not be excluded from being represented on the committee.

SIZE

Management should decide the size of the committee in line with a reasonable assessment of the needs and operational structure of the enterprise. Most committees range in size from four members (in a smaller enterprise) to twelve (in a very large enterprise). Anything larger than this is usually unwieldy and unproductive.

STRUCTURE

Whatever committee structure is preferred, management should seek to gain agreement as to the composition and coverage of the committee.

Employee representatives can be elected or appointed. It would be clearly inappropriate for management to appoint employee representatives. Management might, however, require election or appointment procedures to apply fairly across all employees to ensure proper representation of all nominated work-groups and union and non-union members.

If representatives are to be elected some procedure needs to be agreed upon unless it is a union shop and it has been agreed that the union's election procedures will be adopted. Some of the matters which need to be agreed include:

- eligibility to be a candidate (eg member of a particular work group or department, permanent employee)
- eligibility to vote (eg will casuals be included)
- polling procedures (eg secret ballot or show of hands)
- method of election (eg first past the post).

The committee should determine who will act as chairperson. Often this will be the senior management representative with decision making authority. Alternatively, the role may be rotated on a regular basis.

The chairperson's role is to "manage" the meeting and ensure business is conducted in an orderly, efficient and courteous manner. Because the committee is not a decision-making body the chairperson does not exercise a casting vote.

3.4 MEETINGS

It is important for meetings to be conducted on a regular basis at a convenient time of the day with provision for extraordinary meetings if the need arises. During the initial stages of implementing the new classification structure it may be necessary to meet weekly or even more frequently.

It may be felt appropriate to establish a quorum - that is, a minimum number of representatives who must be present in order for the meeting to proceed.

The award is silent on the issue of payment for time spent at consultative committee meetings. MTIA's advice to members is that where meetings are held during ordinary hours of work employees should not suffer a loss in pay due to their attendance. Where employees attend outside their ordinary hours of work (for example shift workers attending day time meetings) then employers should determine a policy appropriate to the enterprise. There is no obligation upon employers to pay for voluntary attendance at consultative committee meetings, but as far as possible members policies should be designed to encourage participation.

3.5 AGENDA, MINUTES AND ADMINISTRATION

Meeting agendas should be determined by the committee consistent with its charter and within the scope of issues the committee is entitled to address. Any member of the committee should be entitled to place a matter on the agenda.

The agenda should be prepared and issued to committee members at a time reasonably in advance of the meeting. Because of the nature of some agenda items it may be necessary to provide more information by way of background papers.

Consideration will need to be given to the procedure to be followed where items to be discussed are raised without notice. It

may be appropriate that they be dealt with in the course of the meeting under "Any Further Business" or deferred until the next meeting.

It will need to be determined whether or not a complete record of the meeting is necessary and who will be responsible for recording the facts. Members of the committee could rotate taking notes or management may make secretarial support available.

In any case it is essential that the workforce be kept fully aware of the issues raised at committee meetings. A list of the items raised and a report of the discussion should be posted on the notice board or distributed to employees in the form of a circular or newsletter.

The level of administrative support to be made available should also be decided and reviewed from time to time in light of the workload of the committee. During the period of implementation of the new classification structure the committee may need to meet often with greater support in terms of typing, photocopying, minute taking and time for reading reports, writing and discussion.

3.6 TRAINING

It is important that if a consultative committee is to work efficiently, members of the committee should receive training to enable them to communicate and consult effectively not only with each other but also with their constituents. Any training should be jointly provided for management and employee representatives and might address:

- the overall role and aims of the committee and its initial objectives
- the role and responsibilities of representatives, including issues of confidentiality
- meeting procedure (including the role of the chairperson, the taking of minutes, the setting and management of an agenda but not including the strict law and procedures of more formal committees)
- effective communication.

The Metal Trades Federation of Unions has arranged a program of training courses for employees who are appointed or elected to consultative committees. MTIA regards such courses as constructive and encourages companies to allow committee members to attend. Other training options are also available through MTIA, the Workplace Resource Centres, TAFE and other training organisations.

The question of payment for time spent attending training courses should be decided in advance consistent with the company's training leave policies.

4 REVIEWING THE COMMITTEE

Where the consultative committee has been set up as a vehicle for ongoing consultation, it should have a regular procedure for measuring progress and reviewing its own performance. This process should involve the members of the committee and any other interested parties in the organisation in:

- measuring the progress of the committee against its work plan
- deciding which parts have been most successful
- deciding which parts have been least successful.

Regular review of the work of the committee will help its members to avoid drifting off the main issues, focusing on trivial issues, or moving outside its charter. It also gives an opportunity to consider whether the role of the committee ought to change.

METAL INDUSTRY AWARD – AN OUTLINE OF THE NEW CLASSIFICATION STRUCTURE

WAGE GROUP	CLASSIFICATION TITLE	MINIMUM TRAINING REQUIREMENT
C1(b)	Professional Engineer Level III Professional Scientist Level IV	4 year Degree 3 year Degree/Diploma or 4 year Degree
C1(a)	Professional Engineer Level II Professional Scientist Level III	4 year Degree 3 year Degree/Diploma or 4 year Degree or Formal Equivalent
C2(b)	Principal Technical Officer Experienced Engineer Level II Experienced Scientist Level II	Diploma or Formal Equivalent 4 year Degree 3 year Degree/Diploma or 4 year Degree
C2(a)	Leading Technical Officer Principal Engineering Supervisor Trainer/Co-ordinator	Completed 5th year of Diploma or Formal Equivalent
C3	Engineering Associate Level II	Associate Diploma or Formal Equivalent
C4	Engineering Associate Level I	Completed 3rd year Associate Diploma or Formal Equivalent
C5	Engineering Technician Level V Advanced Engineering Tradesperson Level II Graduate Engineer Level I Graduate Scientist Level I	Advanced Certificate or Formal Equivalent Advanced Certificate or Formal Equivalent 4 year Degree 3 year Degree
C6	Graduate [illegible] Scientist Level Engineering Technician Level IV Advanced Engineering Tradesperson Level I	3 year Degree/Diploma Completed 1st year of Advanced Certificate or Formal Equivalent Completed 1st year of Advanced Certificate or Formal Equivalent
C7	Engineering Technician Level III Engineering Tradesperson Special Class Level II	Post Trade Certificate or Formal Equivalent Post Trade Certificate or Formal Equivalent
C8	Engineering Technician Level II Engineering Tradesperson Special Class Level I	Completion of 50% of Qualification for C7 Completion of 50% of Qualification for C7
C9	Engineering Technician Level I Engineering Tradesperson Level II	Completion of 25% of Qualification for C7 Completion of 25% of Qualification for C7
C10	Engineering Tradesperson Level I Production Systems Employee	Trade Certificate Engineering Production Certificate III or Formal Equivalent or Trade Certificate
C11	Engineering Production Employee Level IV	Engineering Production Certificate II or Equivalent
C12	Engineering Production Employee Level III	Engineering Production Certificate I or Equivalent
C13	Engineering Production Employee Level II	Up to 3 months In-house Training
C14	Engineering Production Employee Level I	Up to 38 hours Induction Training

SUPERVISOR/CO-ORDINATOR/TRAINER

CLASSIFICATION TITLE	MINIMUM TRAINING REQUIREMENT	WAGE RATE
Level 1	Completed 3 modules of training in supervision training	Not less than 107% of the rate paid to the highest technically qualified employee under supervision (excluding leading hands)
Level 2	Completed 6 modules of training in supervision training	Not less than 115% of the highest rate paid to persons supervised/trained
Technical	Technical training and completed 3 modules of training in supervision	Not less than 107% of the rate of pay for the employee's technical classification

CLASSIFICATION DEFINITIONS

TRAINER/SUPERVISOR/CO-ORDINATOR - LEVEL I

Is an employee who is:-

Responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed "X" modules of training in supervision and/or training. Such an employee shall receive not less than 122% of the rate paid to the highest technically qualified employee supervised or trained (excluding leading hands allowances).

It has been agreed in principle that a trainer/supervisor/co-ordinator who acquires additional accredited technical training which is relevant to the performance of his/her work shall receive an additional amount to be negotiated between the parties. Notwithstanding no supervisor/trainer/co-ordinator shall receive an increase less than any general wage increase awarded by the Industrial Relations Commission and any future award increases not subject to an agreement on absorption.

TRAINER/SUPERVISOR/CO-ORDINATOR - LEVEL II

Responsible for supervision and/or training or Trainers/ Supervisors/Co-ordinator - Level I. Such an employee has completed "X" modules of training in supervision and/or training. Such an employee shall receive not less than 115% of the highest rate of pay of those persons supervised and/or trained.

TRAINER/SUPERVISOR/CO-ORDINATOR - TECHNICAL

An employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

WAGE GROUP: C14

PROPOSED RELATIVITY TO C10 78%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL I

An Engineering/Production Employee Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:-

1. Performs general labouring and cleaning duties;
2. Exercises minimal judgement;
3. Works under direct supervision; or
4. Is undertaking structured training so as to enable them to work at C13 level.

WAGE GROUP: C13

PROPOSED RELATIVITY TO C10 82%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL II

An Engineering/Production Employee Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her training:-

1. Works under direct supervision either individually or in a team environment.
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.

3. Understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- uses selected hand-tools;
- boiler cleaning;
- maintains simple records;
- uses hand trolleys and pallet trucks;
- assists in the provision of on the job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C12

PROPOSED RELATIVITY TO C10 87.4%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL III

An Engineering/Production Employee Level III is an employee who has completed an Engineering Production Certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her training.

1. Is responsible for the quality of his/her own work subject to routine supervision;
2. Works under routine supervision either individually or in a team environment;
3. Exercises discretion within his/her level of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

- operates flexibly between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- non-trade engineering skills;
- basic tracing and sketching skills;
- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process
- basic keyboard skills;
- advanced soldering techniques;
- boiler attendant;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above C13;
- assists in the provision of on the job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C11

PROPOSED RELATIVITY TO C10 92.4%

ENGINEERING/PRODUCTION EMPLOYEE LEVEL IV

An Engineering/Production Employee Level IV is an employee who has completed an Engineering Production Certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her training:-

1. works from complex instructions and procedures;
2. assists in the provision of on the job

training to a limited degree;

3. co-ordinates work in a team environment or works individually under general supervision;

4. is responsible for assuring the quality of their own work.

Indicative of the tasks which an employee at this level may perform are the following:-

- uses precision measuring instruments;
- machine setting, loading and operation;
- rigging (certificated);
- inventory and store control including:-
  - licensed operation of all appropriate materials handling equipment;
  - use of tools and equipment within the scope (basic non-trades) maintenance;
  - computer operation at a level higher than that of an employee at C12 level;
- intermediate keyboard skills;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for forklift, engine driving and crane driving operations to a level higher than C12;
- has a knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment;
- assists in the provision of on the job training in conjunction with tradespersons and supervisor/trainers.

WAGE GROUP: C10

PROPOSED RELATIVITY TO C10 100%

ENGINEERING TRADESPERSON LEVEL I

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:-

I. Engineering Tradesperson (electrical/electronic) Level I;

II. Engineering Tradesperson (mechanical) Level I;

III. Engineering Tradesperson (fabrication) Level I;

and is able exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I works above and beyond an employee at C11 and to the level of his/her training:-

1. understands and applies quality control techniques;

2. exercises good interpersonal and communications skills;

3. exercises keyboard skills at a level higher than C11.

4. exercises discretion within the scope of this grade;

5. performs work under limited supervision either individually or in a team environment;

6. operates all lifting equipment incidental to his/her work;

7. performs non-trade tasks incidental to his/her work;

8. performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;

9. able to inspect products and/or materials for conformity with established operational standards.

PRODUCTION SYSTEM EMPLOYEE

A Production System Employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.

A Production System Employee works above and beyond an employee at C11 and to the level of his/her training:-

1. understands and applies quality control techniques;

2. exercises good interpersonal communications skills;

3. exercises discretion within the scope of this grade;

4. exercises keyboard skills at a level higher than C11;

5. performs work under general supervision either individually or in a team environment;

6. able to inspect products and/or materials for conformity with established operational standards.

Indicative tasks which an employee at this level may perform are as follows:-

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions including;
  - removing equipment fastenings including use of destructive cutting equipment;
  - lubrication of production equipment;
  - running adjustments to production equipment;
- operates all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- first class engine drivers' certificate;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on the job training in conjunction with trades persons and trainers;
- has a sound knowledge of the employers operations as it relates to the production process.

WAGE GROUP: C9

PROPOSED RELATIVITY TO C10 105%

ENGINEERING TRADESPERSON LEVEL II

An Engineering Tradesperson Level II is an;

i. Engineering Tradesperson (electrical/electronic) Level II; or

ii. Engineering Tradesperson (mechanical) Level II; or

iii. Engineering Tradesperson (fabrication) Level II;

who has completed the following training requirement:

i. 33% of the modules towards an appropriate Post Trade Certificate;

ii. or x percentage of modules towards an Advanced Certificate;

iii. or y percentage of modules towards an Associate Diploma;

prescribed in the Appendix X of these definitions.

An Engineering Tradesperson Level II works above and beyond a Tradesperson at C10 and to the level of his/her training;

1. exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award;

2. exercises discretion within the scope of this grade;

3. works under general supervision either individually or in a team environment;

4. understands and implements quality control techniques.

5. provides trade guidance and assistance as part of a work team;

6. exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level I.

Tasks which an employee at this level may

perform are subject to the employee having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

ENGINEERING TECHNICIAN LEVEL I

An Engineering Technician Level I is an employee who has the equivalent level of training and/or experience to a C9 tradesperson in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

WAGE GROUP: C8

PROPOSED RELATIVITY TO C10 110%

ENGINEERING TRADESPERSON SPECIAL CLASS LEVEL I

A Special Class Engineering Tradesperson Level I means a:-

I. Special Class Engineering Tradesperson (electrical/electronic) Level I;

II. Special Class Engineering Tradesperson (mechanical) Level I; or

III. Special Class Engineering Tradesperson (fabrication) Level I;

who has completed the following training requirement:

i. 66% of the modules towards an appropriate post trade certificate;

ii. or x percentage of modules towards an advanced certificate;

iii. or y percentage of modules towards an associate diploma;

as prescribed in Appendix X of these definitions.

A Special Class Engineering Tradesperson Level I works above and beyond a Tradesperson at C9 and to the level of his/her training:-

1. exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix "X" of this Award;

2. provides trade guidance and assistance as part of a work team;

3. assists in the provision of training, in conjunction with supervisors and trainers;

4. understands and implements quality control techniques;

5. works under limited supervision either individually or in a team environment;

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:-

- exercises high precision trade skills using various materials and/or specialised techniques;
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilise hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

ENGINEERING TECHNICIAN LEVEL II

Engineering Technician Level II means an employee who has an equivalent level of training and/or experience to an Engineering Tradesperson Level III but is engaged in detail draughting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at C9 under the supervision of technical staff.

WAGE GROUP: C7

PROPOSED RELATIVITY TO C10 115%

ENGINEERING TRADESPERSON SPECIAL CLASS - LEVEL II

A Special Class Engineering Tradesperson Level II means a:-

i. Special Class Engineering Tradesperson (electrical/electronic) Level II; or

ii. Special Class Engineering Tradesperson (mechanical) Level II; or

iii. Special Class Engineering Tradesperson (fabrication) Level II;

who has completed the following training requirement:

i. an appropriate Post Trade Certificate;

ii. or x percentage of modules towards an Advanced Certificate;

iii. or y percentage of modules towards an Associate Diploma;

as prescribed in Appendix X of these definitions.

An Engineering Tradesperson Special Class Level II works above and beyond a Tradesperson at C8 and to the level of his/her training:-

1. exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Manual that forms Appendix "X" of this Award;

2. is able to provide trade guidance and assistance as part of a work team;

3. provides training in conjunction with supervisors and trainers;

4. understands and implements quality control techniques;

5. works under limited supervision either individually or in a team environment;

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- works on complex or intricate interconnected electrical circuits at a level above C8;
- works on complex radio/communication equipment.

NB: The Post Trade Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

ENGINEERING TECHNICIAN LEVEL III

Engineering Technical Level III means an employee who has equivalent level of training and/or experience to an Engineering Tradesperson - Special Class Level II but is engaged in one of the following areas;

1. detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at C8 under the supervision of Technical Staff; or possesses a level of training and/or experience at C8 level and exercises cross skilling in technical fields as defined.

WAGE GROUP: C6

PROPOSED RELATIVITY TO C10 125%

ADVANCED ENGINEERING TRADESPERSON - LEVEL I

An Advanced Engineering Tradesperson Level I means an:-

I. Advanced Engineering Tradesperson (electrical/electronic) Level I; or

ii. Advanced Engineering Tradesperson (mechanical) Level I; or

III. Advanced Engineering Tradesperson (fabrication) Level I; who has completed:-

- x modules of an Advanced Certificate;
- or y modules of an Associate Diploma;
- or equivalent accredited training.

as prescribed in Appendix X of these definitions.

An Advanced Engineering Tradesperson Level I works above and beyond a Tradesperson at C7 and to the level of his/her training:

1. undertakes quality control and work organisation at a level higher than for C7;

2. provides trade guidance and assistance as part of a work team;

3. assists in the provision of training to employees in conjunction with supervisors/trainers;

4. performs maintenance planning and predictive maintenance work not in technical fields;

5. works under limited supervision either individually or in a team environment;

6. prepares reports of a technical nature on specific tasks or assignments as directed;

7. exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- working on combinations of machines or equipment which utilise complex electric or electronic or mechanical or fluid power principles;
- working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles, and electronic circuitry containing complex digital and/or analogue control systems utilising integrated circuitry;
- applies computer integrated manufacturing techniques involving a higher level of computing operating and programming skills than for C7;
- working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

ENGINEERING TECHNICIAN LEVEL IV

An Engineering Technician Level IV means an employee who has equivalent level of training and skills to an Advanced Engineering Tradesperson - Level I but is engaged in one of the following areas to the extent of that training:

I. detail draughting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or professional Staff; or

II. is engaged in planning or technical duties requiring judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or professional Staff; or

iii. exercises a level of cross skilling in technical fields as defined.

GRADUATE/DIPLOMATE SCIENTIST LEVEL I (3 YEAR COURSE)

The graduate/diplomate scientist is the commencement level. The scientist undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

CLASSIFICATION LEVEL DEFINITION

Under supervision from higher level Professional Scientists as to method of approach and requirements, the Pro-

fessional Scientist performs normal professional scientific work and exercises individual judgement and initiative in the application of scientific principles, techniques and methods.

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

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

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 tasks performed.

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

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

WAGE GROUP: C5

PROPOSED RELATIVITY TO C10 130%

ADVANCED ENGINEERING TRADESPERSON - LEVEL II

An Advanced Engineering Tradesperson Level II means an:-

I. Advanced Engineering Tradesperson (electrical/electronic) Level II; or

II. Advanced Engineering Tradesperson (mechanical) Level II; or

III. Advanced Engineering Tradesperson (fabrication) Level II;

who has completed:

- an Advanced Certificate;
- or y modules of an Associate Diploma;
- or equivalent accredited training.

as prescribed in Appendix X of these definitions.

An Advanced Engineering Tradesperson Level II works above and beyond a Tradesperson at C6 and to the level of his/her training:-

1. Provides technical guidance within the scope of this level;

2. Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;

3. Has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task;

4. Assists in the provision of on the job training in conjunction with supervisors and trainers;

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:-

- through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than an Advanced Engineering Tradesperson Level I;
- works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- works on complex electronics or instruments or communications equipment

or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

ENGINEERING TECHNICIAN LEVEL V

An Engineering Technician Level V has an equivalent level of training and/or experience to a that of an Advanced Engineering Tradesperson Level II but is engaged on one of the following areas;

i. undertakes draughting or planning or technical duties which require the exercise of judgement and skill in excess of that required at the level of C6; or

ii. exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

GRADUATE SCIENTIST LEVEL I (4 TO 5 YEAR COURSE)

The graduate Scientist is the commencement level. The Scientist undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level Definition

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

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

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

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 tasks performed.

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

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

GRADUATE ENGINEER LEVEL I

The graduate engineer is the 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.

Classification Level Definition

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 II.

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 tasks 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 II is achieved.

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

WAGE GROUP: C4

PROPOSED RELATIVITY TO C10 135%

ENGINEERING ASSOCIATE LEVEL I

Engineering Associate Level I means an employee who works above and beyond a Technician at Level C5 and has successfully completed 3rd year part time of an Associate Diploma or the equivalent level of accredited training and is engaged in:

i. making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or

ii. planning of operations and/or processes including the estimation of requirements of staffing, materials cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling processes.

WAGE GROUP: C3

PROPOSED RELATIVITY TO C10 145%

ENGINEERING ASSOCIATE - LEVEL II

Engineering Associate Level II means an employee who works above and beyond an Engineering Associate at Level C4 and has successfully completed an Associate Diploma or the equivalent level of accredited training and is engaged in:-

i. performing draughting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering Associate at Level C4; or

ii. possesses the skills of an Engineering Associate Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP: C2(a)

PROPOSED RELATIVITY TO C10 150%

LEADING TECHNICAL OFFICER

Leading Technical Officer means an employee who works above and beyond an Engineering Associate Level II at level C3 and has successfully completed 5th year of a part time Diploma or Associate Diploma plus additional training or the equivalent level of accredited training. An employee at C2a is able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and or skill in excess of that required of an Engineering Associate - Level II.

PRINCIPAL TRAINER/SUPERVISOR/CO-ORDINATOR

Principal Trainer/Supervisor/Co-ordinator means a Trainer/Supervisor/Co-ordinator who when engaged at this level:

1. possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;

2. possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise.

Indicative of the tasks which an employee at this level may perform are as follows;

- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;

• plans and directs the work of engineering/production employees especially in new work organisation environments e.g. group work arrangements, CIM production techniques.

WAGE GROUP: C2(b)

PROPOSED RELATIVITY TO C10 160%

PRINCIPAL TECHNICAL OFFICER

A Principal Technical Officer is an employee who has successfully completed a diploma or the equivalent level of accredited training. Within organisational policy guidelines and objectives a Principal Technical Officer:

1. performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;

2 looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation;

3 is responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge;

4 plans and implements those programs necessary to achieve the objectives of a particular project;

5 in the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation;

6 operates within broad statements of objectives without requiring detailed instructions; or

7. performs work at the above level of skill in a particular technical field;

8. has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature;

9. provides specialised technical guidance to other employees performing work within the same technical field:

EXPERIENCED ENGINEER LEVEL II

Following development through Level I, a Level II engineer is an experienced engineer 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 skills level but does not necessarily perform the same tasks or functions as a Principal Technical Officer.

OR

A Wage Group C5 employee who has completed additional accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

EXPERIENCED SCIENTIST LEVEL II

Following development through C5 or C6 a Level II Professional Scientist is an experienced scientist who plans and conducts professional scientific work without supervision, but with guidance on unusual features and who is usually engaged in more responsible scientific assignments requiring substantial professional experience. At this level the Professional Scientist performs work at an equivalent skill level but does not necessarily perform the same tasks or functions as a Principal Technical Officer.

OR

A Wage Group C5 or C6 employee who has completed additional accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

WAGE GROUP: C1(a)

PROPOSED RELATIVITY TO C10 180%

PROFESSIONAL ENGINEER LEVEL III

A Level III Professional Engineer performs 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.

OR

A Wage Group C2(b) employee who has completed additional accredited education and training (e.g. which may be in the case of engineering one year full-time or two years part-time) so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

PROFESSIONAL SCIENTIST LEVEL III

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

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

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

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

The Professional Scientist 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.

OR

A Wage Group C2(b) employee who has completed additional accredited education and training (e.g. which may be in the case of science one year full-time or two years part-time) so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

WAGE GROUP: C1(b)

PROPOSED RELATIVITY TO C10 210%

PROFESSIONAL ENGINEER LEVEL IV

A Level IV Professional Engineer is 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 engineering, or expertise (for example, acts as his/her organisation's 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 or technical control over a group of professional staff, in both instances engaged in complex engineering applications.

OR

A Wage Group C1(a) employee who has completed accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

PROFESSIONAL SCIENTIST LEVEL IV

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

- initiates or participates in short or long range planning and makes independent decisions on scientific 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 scientific systems, facilities and functions;
- co-ordinates work programs; and
- directs or advises on use of equipment and material.

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

OR

A Wage Group C1(a) employee who has completed accredited education and training so as to reach a standard equivalent to a four year degree and who is required to perform the work set out above.

APPENDIX 3

ACTU CODE OF CONDUCT ON TWELVE HOUR SHIFT WORK

1 INTRODUCTION

1.1 The ACTU Executive reaffirms its policy on shift work as set out in the ACTU Working Conditions Policy 1985.

1.2 Shift work involving twelve hour rosters may not introduce a new range of hazards into the workplace but rather may exacerbate existing problems faced by shift workers. The main hazards associated with twelve hour shifts continue to involve disrupted sleep patterns, fatigue, disturbance of eating habits, social dislocation and psychological problems.

1.3 Data show that shift workers (and former shift workers) suffer a higher incidence of gastro-intestinal disorders and gastric and duodenal ulcers than day workers. Shift workers also more often report colds or other respiratory illnesses than their day work counterparts. Further, the incidence of nervous disorders and drug-taking is higher for shift workers than day workers. Similarly, women shift workers have a higher incidence of menstrual problems. Recent studies indicate a link between shift work and cardiac heart disease.

1.4 Twelve hour shift work, with correctly designed rosters, may provide benefits to workers by reducing cumulative fatigue, increasing leisure time and relieving the pressure of seven day shift work. For twelve hour shift work to be advantageous, it is essential the increased leisure time be used for recuperation and recreation and not as an opportunity for additional employment.

1.5 While day work does not involve the same disturbances to circadian rhythms as night work, twelve hour day work may still involve disruption to sleep and eating patterns, fatigue, social dislocation and psychological problems.

2 INTRODUCTION OF TWELVE HOUR SHIFT WORK

2.1 The introduction of twelve hour shifts should be permitted only:

- where there is a continuous work process or other special circumstances can be shown to exist;
- where twelve hour shift work will not impose excessive physical or mental workload;
- where, after a proper examination of the possible injurious effects to employee health and social well-being, there are demonstrated benefits for the worker concerned;
- after full consultation with union(s) and the two thirds majority support of affected workers, and
- in conjunction with possibilities of reducing working time generally.

The introduction of twelve hour shift work should be on a trial basis for twelve months to allow workers to evaluate changed shifts.

3 WOMEN AND YOUNG PERSONS

3.1 State and Federal Governments need to review legislative restrictions on the employment of women and young persons.

3.2 Unions do not oppose the employment of women on twelve hour shift work but recognise the adverse effects of shift work on all employees.

3.3 Unions should oppose the employment of persons under the age of eighteen on twelve hour night shifts.

4 CONTROL MEASURES

4.1 INTRODUCTION

4.1.1 To minimise the health and safety risks of twelve hour shift work, unions should negotiate the following control measures. The application of these measures may vary according to the industry and workload involved.

4.2 SHIFT ROSTERS

4.2.1 Rosters must be developed in consultation with employees through their unions and provision made for ongoing consultation and resolution of disputes about the rosters.

To reduce the hazards associated with night and shift work, rosters should be designed to:

- have a maximum of two night shifts in succession;
- have at least a twelve hour interval between shifts;
- have a short cycle period with regular rotations;
- include at least two free weekends each month;
- have the day shift not start before 6.00am;
- allow workers some flexibility about shift change times and shift length, and
- provide in addition to normal breaks, where practicable, an extended rest period during night shift. Breaks should occur at the same time each night.

4.2.2 In all but highly exceptional circumstances, the maximum length of time a worker should have to remain on duty before being relieved is 2 hours.

4.2.3 Overtime should not be worked in conjunction with twelve hour shifts. In no circumstances should overtime work override the basic principles of roster design.

4.2.4 Special rosters are required for workers exposed to hazards, where health and safety standards are determined on the basis of exposure over eight hours. These rosters must be designed in consultation with employees through their unions.

4.3 AWARD VARIATIONS

4.3.1 In accordance with emerging overseas standards, unions should negotiate:

- an additional paid break per shift (the duration of this break will depend on the nature of the work);
- additional paid leave increasing with years of service;
- early retirement provisions;
- where a total rate is used the individual component parts of penalties, allowances, base rate etc should be identified;
- job security for older and long term shift workers, and
- overtime limitations and maximum weekly hours.

4.3.2 Twelve hour shifts should not be paid at ordinary time rates - weekend and holiday penalties payments etc should continue to apply.

4.3.3 Unions should oppose the introduction of twelve hour shifts which involve bonus/incentive schemes or other pressures to achieve production (eg piecework).

4.3.4 The introduction of twelve hour shifts should be submitted to the relevant industrial tribunal for formal ratification. This means that any provisions relating to shift allowances, maintenance of earnings etc must conform to the currently applicable wage fixing principles.

4.3.5 Awards which provide for the introduction of twelve hour shift work should contain a "sunset clause" which may be activated by the union(s) at the expiry of the trial period referred to in paragraph 2.1.

4.4 ADMINISTRATIVE MEASURES

4.4.1 Employer support services can assist in minimising the inconvenience and disturbances of shift work. Such services could include:

- provision of adequate information in everyday language to address such issues as shift rosters, rest, fatigue, the effects of medication and other drugs, employer services etc (this information should be provided in appropriate languages);

• availability of nutritionally balanced meals and drinks during shifts;

• provision of transport services to and from the workplace and/or arranging more convenient utilisation of available transport facilities;

• provision for rest areas and social/ transport facilities;

• training for supervisors to increase awareness of the special requirements of twelve hour shift working;

• assistance in home renovations to facilitate sleeping during the day, and

• child care facilities.

4.5 HEALTH AND RELATED MATTERS

4.5.1 Introduction

Most people are affected by shift work. In addition, older workers and those already suffering from digestive disorders, diabetes, heart diseases, psychological problems, alcohol and drug addiction and chronic sleep disturbances, face additional burdens.

4.5.2 Health Services

4.5.2.1 Employers should provide health supervision and health services for shift workers including:

• pre-placement health examinations to advise the worker about adjustment to the job assignment. Special provisions including transfer to day-time jobs may be required;

• periodic health examinations (within 12 months after starting night work and regularly thereafter). Again, transfer provisions or readjustment of the job assignment may be required; and

• health counselling and preventative health care including temporary or permanent transfer to day-time work.

4.5.3 Procedures Following Health Surveillance

4.5.3.1 The results of health surveillance should be confidential to the worker and should be released to a third party (eg the employer) only with the written consent of the individual concerned. All results should be accompanied by a clear explanation of what they mean in practice. A certificate of fitness (or otherwise) should be provided to the employer by the medical practitioner. Aggregate data should be provided to unions.

4.5.3.2 Where there is a need to transfer from shift work, a period of adjustment should be provided to enable the worker to adapt to any reduction in income. Consideration should also be given to the preservation of superannuation entitlements for long-term shift workers who subsequently move to lowe paid work for health reasons.

4.5.3.3 Where it is not possible to continue on shift work for health reasons, the employer shall take all necessary steps to find suitable alternative employment for the worker, and shall be required to maintain earnings in the interim.

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