

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the "Construction Industry Training Centre Incorporated Collective Agreement 2023" (The Agreement) and is made pursuant to s.172 of the *Fair Work Act 2009* (Cth).

2. ARRANGEMENT

This Agreement is arranged as follows.

Clause

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3. COMMENCEMENT DATE AND DURATION

This Agreement will become operative 7 days after it is approved by the Fair Work Commission and will continue in force for 3 years (the nominal expiry date) unless terminated beforehand in accordance with the Fair Work Act 2009.

4. COVERAGE

4.1 This Agreement covers:

- The employer;
- Trainee trainers who are employees.
- Trainers who are employees;
- Trainer or Trainer/Development Officer who are employees;
- Senior Trainer or Senior Trainer/Development Officer who are employees;
- Supervisor who are employees;
- Training Superintendent who are employees;

4.2 This Agreement will not cover Executive or Senior Management employees, clerical/administrative employees or any other employee not covered by the classifications in Schedule A.

5. RELATIONSHIP TO AWARD

This Agreement operates to the complete exclusion of the Award which would otherwise apply to any of the employees covered by this Agreement.

6. DEFINITIONS AND INTERPRETATION

6.1 In this agreement, unless the contrary intention appears:

- Act means the Fair Work Act 2009 (Cth).
- AQF means the Australian Qualifications Framework.
- ASQA means the Australian Skills Quality Authority.
- Award means Educational Services (Post-Secondary Education) Award 2020.
- CITC, The Centre or CITC means, The Construction Industry Training Centre Incorporated.
- Employee means a person covered by this Agreement.
- Employer means The Construction Industry Training Centre Incorporated.
- Metropolitan area means all areas within a 30 kilometre radius of the CBD of Adelaide.

- NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).
- Trainer means a VET qualified employee delivering quality training.
- Development Officer means an employee who designs learning materials for use by VET qualified employees.
- Trainee Trainer means a person engaged for the purpose of attaining an appropriate qualification to enable the delivery of VET for the CITC.
- VET means Vocational Education and Training.

6.2 The provisions of the NES apply to all employees. It is not intended that this Agreement operate in any way that is less favourable than the NES. If any provision of this Agreement could be interpreted as providing a less favourable outcome to an employee than the NES, the NES will prevail to the extent of the inconsistency. Where this Agreement provides employees with superior entitlements to those which are provided by the NES, this Agreement will apply.

7. RELATIONSHIP AND ACCESS TO AGREEMENT AND NES

7.1 The CITC will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

8. INDIVIDUAL FLEXIBILITY WORKING ARRANGEMENTS

8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility working arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) employee or a member of their family or household is experiencing family or domestic violence and
 - (vii) Pregnant
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

8.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 This term applies if the employer:

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

Major change

9.2 For a major change referred to in [paragraph 9.1\(a\)](#):

(a) the employer must notify the relevant employees of the decision to introduce the major change as soon as practicable; and

(b) subclauses 9.3 to 9.9 apply.

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

9.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

9.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in [paragraph 9.2\(a\)](#) and subclauses 9.3 and 9.5 are taken not to apply.

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

(a) the termination of the employment of employees; or

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

Change to regular roster or ordinary hours of work

9.10 For a change referred to in [paragraph 9.1\(b\)](#):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 9.11 to 9.15 apply.

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

9.12 If:

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

the employer must recognise the representative.

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

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

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

- 9.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16** In this term, "*relevant employees*" means the employees who may be affected by a change referred to in subclause 9.1.
- 9.17** In addition, a Joint Consultative Committee (Refer to Schedule C) will be established to facilitate the on-going implementation of the Agreement, with the mutually consultative and co-operative approach which is embodied in the enterprise bargaining concept.

10. DISPUTE RESOLUTION

- 10.1** If a dispute arises, about any matter, under or in any way related to this Agreement, the NES (including subsections 65(5) or 76(4) of the Fair Work Act), or any other work-related matter (including a dispute about whether a workplace right has been breached) the parties to the dispute will attempt to resolve the dispute at the workplace level. The status quo prior to the dispute shall remain while this dispute resolution procedure is being pursued. Where such discussions do not resolve the dispute the parties will attempt to resolve the dispute by further discussion with more senior levels of management.
- 10.2** A party may refer the dispute to Fair Work Australia (FWA) to settle the dispute where:
- (a) The dispute cannot be resolved at the workplace level;
 - (b) Or the dispute is not being progressed in a timely manner;
 - (c) Or there are aspects of the nature of the dispute which require the dispute to be dealt with urgently;
 - (d) Or the employer and the other party in dispute otherwise agree to refer the dispute.
- 10.3** FWA may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by FWA. If the dispute remains unresolved, FWA may settle the dispute by arbitration.
- 10.4** Subject to clause 10.5 below, a decision of FWA under this dispute resolution procedure will bind the parties.
- 10.5** Notwithstanding clause 10.4, either party may exercise a right of appeal against the decision to a Full Bench.
- 10.6** Parties to a dispute may appoint a person or organisation of their choosing to represent them in the dispute settlement process. In the absence of any express appointment to the contrary, union members shall be represented by their union at all stages of the dispute settlement process. The CITC agrees to engage with the union in good faith for the purposes of dispute resolution including by allowing the relevant union official to enter the workplace to assist with representing employees to deal with a dispute under the terms of this dispute resolution procedure.

- 10.7** Provided however this clause shall not be construed as providing any rights which are inconsistent with s 194(f) or (g) of the FW Act.
- 10.8** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- 10.9** Each workplace employee representative or union delegate shall be granted up to 5 days paid leave per year to undertake training that will assist them in their settlement of disputes.

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

11. TYPES OF EMPLOYMENT

11.1 Employees under this Agreement will be employed in one of the following categories:

- (a) Full-time employment;
- (b) Trainee trainer;
- (c) Part time employment; or
- (d) Casual employment.

11.2 Probationary period

All employees so engaged (excluding casuals) will serve a 3 months probationary period. During this period either party may choose to cancel the employment contract by the giving of one weeks' notice.

11.3 Full time employment

The CITC may engage an employee on a full-time basis in accordance with this Agreement. On appointment the CITC will provide an employee (other than a casual employee) with a letter of appointment stating their classification, rate of pay and mode of appointment.

11.4 Trainee trainer

A trainee trainer will generally be engaged for a period of twelve months considering;

- (a) This period may be reduced if in the opinion of management, an employee has reached the expected competency required of a trainer prior to the 12 months mentioned or;
- (b) The period mentioned may be extended up to a further six months if required to reach the expected competency.

11.5 Part-time employment

- (a) An employee may be engaged to work on a part-time weekly hire basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- (b) A part-time employee must be engaged for a minimum of four consecutive hours on any day or shift.
- (c) Before commencing part-time employment, the employee and employer must agree in writing:
 - i) On the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - ii) On the classification applying to the work to be performed in accordance with Schedule A – Classifications and Rates of Pay.
- (d) The terms of the agreement in clause 11.5(c) may be varied by consent in writing.
- (e) The agreement under clause 11.5(c) or any variation to it under clause 11.5(d) must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- (f) Except as otherwise provided in this agreement, a part-time employee must be paid for the hours agreed to in accordance with clauses 11.5(c) and 11.5(d).
- (g) The terms of this agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 11.5(c) and 11.5(d) must be paid overtime in accordance with clause 20 - Overtime.
- (i) Where the part-time employee's normal paid hours fall on a public holiday and work is not performed by the employee, such employee must not lose pay for the day. Where the part time employee works on the public holiday, the part-time employee must be paid in accordance with clause 20.

11.6 Casual employment

The CITC may engage an employee on a casual basis in accordance with this Agreement,

- (a) A casual employee is engaged and paid by the hour.
- (b) A casual employee will be paid in accordance with the provisions of clause 15.4.
- (c) A casual employee will be paid in accordance with the usual payment methods for full-time employees.
- (d) A casual employee will be engaged for a minimum of 8 hours.
- (e) A casual employee is not required to give or receive notice of termination.
- (f) A casual employee can request to the CEO to convert to full-time or part-time employment after 12 months of regular and systematic employment.

11.7 Order of engagement

Subject to client and skill requirements, employees will be offered overtime work in the following order:

- (1) Full time
- (2) Part time
- (3) Casual

Where client requirements cannot be met by the above, alternative arrangements for provision of training will be determined by the CITC.

12. TERMINATION OF EMPLOYMENT

12.1 Notice of termination is provided for in the NES. This clause supplements the NES in relation to termination of employment.

12.2 Notice of termination by an employee

(a) The notice of termination required to be given by an employee is the same as that required of an employer.

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Employees over the age of 45 and employed for at least 2 years	5 weeks

(b) The CITC will not apply any withholding provisions of the Agreement if an employee does not provide the notice of termination specified in clause 12.2(a).

12.3 Job search entitlement

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

13. REDUNDANCY

13.1 Redundancy pay is provided for in the NES.

13.2 Employee leaving during notice period.

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

13.3 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the CITC, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

PART 4 - WAGES AND RELATED MATTERS

14. CLASSIFICATIONS

14.1 Trainers

The CITC must advise employees in writing of their classification level and of any changes to their classification level.

- 14.2** The classification by the CITC must be according to the principal functions and skill requirements of the employment as determined by the employer.

15. RATES OF PAY

15.1	Classification level	Annual salary range
Level 1	Trainee Trainer	\$66,175
Level 2	Trainer	\$72,791
Level 3	Trainer	\$79,411
Level 4	Trainer	\$86,026
Level 5	Trainer or Trainer/Development Officer or Operational Services Officer	\$92,643
Level 6	Senior Trainer or Senior Development Officer	\$99,261
Level 7	Senior Trainer & Development Officer	\$105,880
Level 8	Supervisor	\$112,495
Level 9	Training Superintendent	\$119,113

15.2 Preserved wage rates

- (a) An employee's place on a classification level (15.1) will not incur any decrease in wage rates as a result of this Agreement coming into operation;
- (b) Pay increases (as per Cl. 15.3) will only be granted against a trainer's level of competency when assessed against the "Classification Definitions" (Schedule A).

15.3 Yearly wage increase

A wage increase of 6% per annum for the first year, 3.5% per annum for the second year and 3.5% per annum for the third year based on a trainers competency level (Classification Definitions Schedule A) will occur on and from the beginning of the first pay period to commence 7 days after the date of approval by Fair Work Australia then on the anniversary for each subsequent year of this agreement (Refer to Schedule D).

15.4 Casual rates - trainers

- (a) A casual employee who is employed will be paid the appropriate hourly rate calculated in accordance with cl.15.1 Rates of Pay, plus a loading of twenty five per cent (25%).
- (b) The loading prescribed in (a) will be in lieu of annual leave, sick leave, public holidays, redundancy pay and other forms of paid leave prescribed in this agreement.
- (c) A casual employee is entitled to unpaid carer's leave, unpaid paternal leave and Long Service Leave, where applicable.
- (d) A casual employee who works in excess of the ordinary hours of weekly hire employees on any day will be paid at the appropriate overtime rate prescribed in this agreement on the casual employees' rate of pay.
- (e) A casual employee will be paid an hourly rate. It will be payable for each hour of attendance other than for timetabled lunch breaks.

16. PAYMENT OF WAGES

16.1 Wages or salaries will be paid fortnightly.

16.2 The employer may elect to pay wages by cash, cheque or by electronic funds transfer (EFT) into an account with a bank or other financial institution nominated by each employee.

17. SUPERANNUATION

17.1 The CITC currently make an employer superannuation contribution of 4% above the minimum contribution set by the Superannuation Guarantee Legislation to a complying superannuation fund nominated by the employee. An additional increase of 1.5% will be paid on approval of this Agreement, bringing the additional superannuation contribution to 5.5%.

In line with the federal government mandated superannuation guarantee set at 1 July 2026 (12.5%) the contribution will be capped at 18% (12.5 and 5.5%) for the final year from the 1st July 2026. The agreed extra superannuation employer payment is made in lieu of lower wage increases negotiated within current and previous collective agreements and is binding. Should an employee not nominate a complying superannuation fund for this purpose, the contribution will be made to C+BUS under the terms of that fund's rules, as amended from time to time.

17.2 Salary sacrifice

Where an employee wishes to have their wages, salary sacrificed for additional superannuation or any other allowable items and it is in writing, the CITC will comply with the employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

The CITC will provide regular forums and an internal Policy to employees to inform them on what entitlements they are eligible for with the CITC nominated provider.

18. ALLOWANCES AND OTHER MATTERS

18.1 Mobile phones and usage

- (a) The CITC will provide payment to cover all work-related phone calls and data usage. An amount of \$37.50 per fortnight will be paid to full time employees. To be reviewed annually in line with the major service provider plans.

18.2 First aid allowance

- (a) An employee who has been trained to render first aid and who is a current holder of an appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body) and has been appointed in writing by the CITC to perform first aid duties, will be paid an additional amount of 1.5% of their standard weekly rate.

18.3 Accommodation and meals

18.3.1 All accommodation will be supplied whilst on CITC business outside the metropolitan area.

18.3.2 A living away from home allowance that covers meals and incidentals will be paid at a rate of \$140 per each overnight stay where meals are not provided.

18.3.3 An employee living away from home where meals are provided will receive a payment for incidentals of \$21.30 per each overnight stay only.

18.4 Vehicle allowance

- (a) An employee who by agreement with the CITC uses their own vehicle outside the metropolitan area (as defined) for regional travel in the course of their work will be paid allowances of 85 cents per kilometre outside of this distance.
- (b) At its discretion the CITC may provide a fully serviced and insured vehicle required by the CITC for day to day use and travel inside and/or outside the metropolitan area.
- (c) Employees who are required to use their own vehicle for CITC business will be reimbursed at the recommended ATO rate of 85 cents per kilometre, as amended from time to time, on submission of a log book specifying the kilometres travelled.

18.5 Travel time, fares and additional payment

- (a) The parties agree that regional delivery of Training and Assessment is a key element of the CITC's service to Industry and acknowledges preparedness to work away as required from time to time. Where an employee is required to provide training for 3 or more days consecutively that requires overnight absence, the employee will be paid their normal entitlements and an additional **Extended Absence Allowance** of \$90 per day. This additional payment will be paid for each day of their absence when this period is reached or exceeded for days of training conducted (Monday to Friday) excluding public holidays.
- (b) An employee required by the CITC to travel from one place of work to another, or required to travel from home to outside the metropolitan area, all reasonable time so occupied by the employee will be deemed to be working time and will be paid for at the ordinary time rate. All approved fares associated with such travel will be paid for by the employer.
- (c) Travel time spent between home and the CITC and return, or between home and first workplace each day within the metropolitan area and return, is not deemed as working time.
- (d) Travel time on weekends and public holidays to regional training venues will be paid at time and a half.

18.6 Meal allowance

An employee required to work for more than one and a half hours of overtime, without being given 24 hours' notice, after the employee's ordinary time of ending work or who works approved overtime for more than five hours on a Saturday or Sunday, will be paid a meal allowance of \$30.00 or supplied with a meal instead. Where such overtime work exceeds four hours a further meal allowance of \$25.00 will be paid.

18.7 Protective clothing and PPE

The CITC will supply all Personal Protective Equipment to any employee required to wear such during the course of their employment from the start of employment as per Attachment B. In addition corporate clothing will also be supplied to employees as per Attachment B.

18.8 Group income protection

The CITC will provide permanent full time and permanent part time employees Group Income Protection with WageGuard.

PART 5 - HOURS OF WORK AND RELATED MATTERS

19. HOURS OF WORK

- 19.1** The ordinary hours of work shall be 38 per week, worked between the hours of 6:00am and 6:00pm Monday to Friday. The ordinary working hours shall be worked in a 20 day 4 week cycle, Monday to Friday inclusive with 8 hours worked for each of 19 days with 0.4 of an hour on each of those days accruing to the 20th day which shall be taken as a paid rostered day off (RDO).

19.2 The normal times of work each day is from 7.30am to 4:00pm provided;

- (a) When courses are booked, from the commencement time of the course until the conclusion of 8.5 hours.
- (b) At the commencement of each new course 30 minutes preparation time is allowed for the first day of that course with the finishing time adjusted accordingly.

19.3 Rostered days off

- (a) Employees are entitled to a Rostered Day Off (RDO) as per cl19.1 provided.
- (b)
 - (i) A minimum of one week's notice must be given and all RDO's must be approved by the CEO or his/her nominee.
 - (ii) RDO's can accumulate to a maximum of 5 days.
 - (iii) RDO's accrued must be used in the calendar year of accrual.
 - (iiii) RDO's maybe used (up to 5 days) during the annual shutdown period.
 - (iv) Any unused RDO's (up to 5 days) for that calendar year will be paid out by the CITC in the final pay period for that calendar year or
 - (v) Annual leave can be taken over the shutdown period and any unused RDO's (up to 5 days) for that calendar year can be paid out by the CITC in the final pay period for that calendar year.
 - (vi) Compressed 5 day courses into 4 days (for example Dogging) will only be undertaken in public holiday weeks where the Monday or Friday is the declared public holiday or by agreement with the trainer in relation to any 5 day course (for example at a mine or remote site).
 - (vii) Scheduling of compressed courses will be rotated where possible to ensure an even allocation of trainers.

20. OVERTIME

20.1 Employees may, on occasions, be required to work additional time at the request of the CITC. Additional hours worked in excess of ordinary hours will be paid to employees at the following rates:

- i) Monday to Friday - time and a half for first 2 hours then double time.
- ii) Saturday – time and a half for first 2 hours then double time.
- iii) Sunday – double time.
- iv) Public Holidays – double time and a half.

21. BREAKS

21.1 Rest breaks

- (a) An employee will be allowed two 10 minute paid rest breaks on each day as follows:
 - (i) One 10 minute break between the time of commencing work and the usual meal break; and

- (ii) A second 10 minute break between the usual meal break and the time of ceasing work.
- (b) An employee who works more than four hours overtime on a Saturday morning will be allowed a rest break of 10 minutes between commencing and finishing work.
- (c) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked.

PART 6 - LEAVE

22. ANNUAL LEAVE

22.1 Employees (other than casuals), are entitled to four weeks annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

22.2 Annual leave may be taken as it accrues subject to the CITC's work requirements.

22.2.1 Trainers must take annual leave during the Christmas two or three weeks shut down period unless otherwise agreed.

22.3 Any portion of annual leave not taken will on termination be paid at the then current wage rate, plus 17.5 per cent loading, provided that all materials and other items belonging to the CITC are returned in reasonable condition.

22.4 During a period of annual leave an employee will receive a loading of 17.5 per cent calculated on the employee's normal hourly rate of pay.

23. LONG SERVICE LEAVE

23.1 Long Service Leave shall accrue and be payable as per the Long Service Leave Act, 1987 (SA).

24. PERSONAL/CARER'S LEAVE

24.1 Employees will accrue progressively over the year personal/carer's leave on full pay for each 12 months of paid service (to 10 days). Personal/carer's leave may be taken as it accrues. In cases of 2 or more day's absence for personal/carer's leave, a medical certificate is required. Unused personal/carer's leave will not be paid out by the CITC on termination of employment. 2 days unpaid carer's leave per permissible occasion (if no personal leave) will also be offered.

25. COMMUNITY SERVICE LEAVE

25.1 The CITC will top up wages for ordinary hours of work up to 20 working days for those full time and part time employees on jury service. For voluntary emergency management activities unpaid leave as required is to be taken.

26. ARMY RESERVE TRAINING LEAVE

26.1 A full time CITC employee is entitled to access up to twenty (20) calendar days of Defence Reserves Leave of \$80 per day when the activity falls on the staff employee's

normal day of work and the Defence Reserves payment is less than their weekly wage.

27. FAMILY AND DOMESTIC VIOLENCE LEAVE

27.1 The CITC will provide up to 10 days of paid family and domestic violence leave in a 12 month period as per the NES.

28. COMPASSIONATE LEAVE

28.1 All employees are entitled to 2 days compassionate leave each time an immediate family or household member dies or suffers a life threatening illness or injury.

The compassionate leave can be taken as:

- a single continuous 2 day period, or
- 2 separate periods of 1 day each, or
- any separate periods the employee and the CITC agree.

29. PARENTAL LEAVE

29.1 Parental leave is leave that can be taken when:

- an employee gives birth
- an employee's spouse or de facto partner gives birth
- an employee adopts a child under 16 years of age.

Employees are entitled to 12 months of unpaid parental leave. Employees can also request an additional 12 months of leave from the CEO.

Australian Government paid parental leave is available for up to 20 weeks for eligible employees that are a partnered couple or single at the time.

The CITC will provide a co-payment equal to the amount received from the Australian Government for an employee that is the primary carer for up to 20 weeks.

30. PUBLIC HOLIDAYS

30.1 Full time and part time employees will be paid a day off for a public holiday. If a full time, part time or casual employee is asked to work on a public holiday by the CITC they can refuse, if reasonable to do so.

Where an employee works a public holiday in lieu of the entitled payment they can choose to take 2 paid days of leave.

PART 7 – TRAINING AND SELF IMPROVEMENT AND CITC REQUIREMENTS

31. TRAINING AND SELF IMPROVEMENT

- 31.1** To ensure the CITC continues to be regarded as a CITC of excellence, it has a policy of lifelong learning and is committed to encouraging all employees who wish to improve on their level of qualification and experiences to do so.
- 31.2** The CITC will make available the time and place for each employee who commits to increasing their levels of qualifications during the course of their employment with the CITC.
- 31.3** All courses taken must have relevance to the CITC and be taken at the time and place endorsed by the CEO or his/her nominee and;
- (a) Training may be taken either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.
 - (b) If an approved training activity is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay in respect to ordinary hours of work.
 - (c) Approved training activities undertaken outside of ordinary hours of work will be paid at normal hourly rate.
 - (d) Training costs of approved courses will be met by the employer.
 - (e) The employer will not be asked to meet the costs of training undertaken by employees, which was not approved by the CEO or his/her nominee.

32. CITC REQUIREMENTS

- 32.1** Employees must present in a clean and appropriate manner and attire.
- 32.2** All documentation relating to trainer/assessor compliance must be adhered to at all times.
- 32.3** Prior to commencing any course, employees are required to check for any changes to policies relating to that course or other related issues.
- 32.4** Relevant CITC policies (as amended from time to time) form part of this agreement and can be found on aXcelerate. It is the responsibility of each employee to make themselves familiar with all current policies.

PART 8 – RELATIONSHIP WITH UNIONS

33. RELATIONSHIP WITH UNIONS

- 33.1** The CITC encourages its employees to fully participate in collective decision making and recognises the rights of the unions' party to this agreement, to advice, assist and communicate matters of interest to their members and/or potential members.

33.2 The CITC shall permit the posting of union notices in locations where they are likely to be accessed by Trainers.

PART 9 - COMPLIANCE AND ENDORSEMENT OF THE AGREEMENT

34. NO FURTHER CLAIMS

34.1 The parties to this Agreement undertake to not pursue any further claims as to wage increase or to improvement or reduce the conditions of employment during the life of this Agreement.

35. ENDORSEMENT OF AGREEMENT

35.1 The signatures below testify that the Agreement has been ratified by the parties.

Construction Industry Training Centre Inc.

Name: Simon Last

Signature: 

Date: 01/02/24

Position/Authority: Chief Executive Officer

Address: 491-499 South Road Regency Park SA 5010
RES 25 MOSS ST, PARAFIELD GARDENS SA 5107

Employees Representatives

Name: *Joshua Harrison*


Signature: 

Date: 01/02/24

Position/Authority: *Trainer/Assessor*

Address: *28 Murchinburg Tce, Marion SA 5043*

Name: *Aaron Goodes*

Signature: 

Date: 01/02/24

Position/Authority: *Trainer Assessor*

Address: *5 Blackburn st Reynella SA 5161*

SCHEDULE A - CLASSIFICATION DEFINITIONS / MOVEMENT BETWEEN LEVELS

A.1 Classification Definitions

Level 1

Trainee Trainer

Trainer Level 1 is a Trainee Trainer engaged generally for a period of 12 months to acquire the current Certificate 4 in Training and Assessment as well as subject knowledge and skills as determined by the employer. A Trainer Level 1 will have industry knowledge and commence at Level 1 and may progress to Level 2.

Level 2

Trainer

Trainer Level 2 is a Trainer with current Certificate 4 in Training and Assessment and who does not have High Risk Assessor authorisation (still undergoing Trainer Development). A Trainer Level 2 may progressively advance to next level or higher.

Level 3

Trainer

Having met competence and qualification at the previous level, a Trainer Level 3 is a trainer with a minimum of 4 accredited/non-accredited and/or High Risk outcomes being delivered.

Level 4

Trainer

Having met competence and qualification at the previous level, a Trainer Level 4 is a trainer with a minimum of 6 accredited/non-accredited and/or High Risk outcomes being delivered.

Level 5

Trainer or Trainer/Development Officer or Operational Services Employee

Having met competence and qualification at the previous level, a Trainer or Trainer/Development Officer Level 5 is a trainer with accredited/non-accredited and/or High Risk outcomes being delivered.

A Trainer/Development Officer is primarily employed as a combination of trainer and training materials developer with accredited/non-accredited or High Risk outcomes being delivered.

A Trainer or Trainer/Development Officer Level 5 must be able to fully demonstrate competence of Certificate 4 Training and Assessment. In particular able to demonstrate in a timely manner their skills in unpacking training standards to ASQA approval and CITC standard, including learning and training materials, assessment tools, assessment and training strategies and mapping.

A Trainer or Trainer/Development Officer is capable of delivering at least a full certificate 3 or a certificate 4 outcome (on scope) and Accredited/non-accredited or High Risk outcomes and or possesses high level delivery and development skills.

A Operational Services Employee is capable of operating equipment as directed, maintains equipment as required, assists trainers and maintains site.

Level 6

Senior Trainer or Senior Development Officer

Having met competence and qualification at the previous level, a Senior Trainer or Senior Development Officer Level 6 is an experienced trainer with accredited/non-accredited and/or High Risk outcomes being delivered.

A Senior Trainer or Senior Development Officer level 6 is primarily employed as a trainer and must also possess the ability to develop training materials for accredited/non-accredited courses.

Level 7

Senior Trainer & Development Officer

Having met competence and qualification at the previous level, a Level 7 employee is classified as a Senior Trainer and Development Officer who holds a Diploma of Vocational Education and Training (specialising in Advanced Training and Assessment and or Design and Development) who can design and deliver accredited/non-accredited courses.

Level 8

Supervisor

A Trainer Level 8 (Supervisor) is a trainer who is capable of demonstrating competence in at least 4 of the following areas and is appointed by CITC management.

- Training Supervisor
- Lead Trainer
- Able to conduct Internal Trainer Audits.
- Provide leadership and lead by example in scoped delivery and WHS application.
- Develop as necessary scoped course materials and conduct moderation sessions.
- Project supervision.

The supervisor/s will be provided with a suitable vehicle for work purposes.

Level 9

Training Superintendent

A level 9 employee is categorised as a Training Superintendent. The Training Superintendent will undertake a range of tasks including:

- Training staff and contractor management and supervision
- Training delivery and development
- Plant maintenance responsibilities
- Auditing and quality control of training employees
- Project management
- As otherwise directed by Senior Management
- As otherwise directed by Senior Management

Regular review of classification levels will be undertaken and where agreement is reached between the parties the proposed changes will replace the existing level structure or structures as an addendum.

A.2 Movement between Levels

A.2.1 An employee may request a review of the classification at any point in time once a 12 month qualifying period is completed at the Level. It is incumbent on the employee to demonstrate that the review is warranted and meet the conditions of the Agreement. Applications are to be made in writing to the CEO or nominee.

A.2.1a The application must include;

- The current level and courses taught
- Details of the reasons for the request for re-classification

A.2.1b The date of operation of a successful application must be no later than 1 month after the date of the written application by the employee.

A.2.3c Unsuccessful applications may be appealed using the dispute resolution criteria.

A.2.4 Re-classification will only occur if the employee has, over the preceding 12 months at the current level acquired and utilised additional skills, experience and/or competencies in accordance with the priorities of the employer based on the practical application of the CITC's Training and Development Policy as a result of internal audits and Trainer/Assessor performance appraisal.

A.3.1 Nothing in the Schedule precludes the employer in advancing a trainer to levels beyond their current level on an as needs basis.

A.3.1.1 Employees may be advanced to a higher level where they meet the criteria of the new level and the employer has the work to be done. Any advancement must be confirmed in writing by the employer and may be on a permanent or temporary basis. Confirmation of the movement to a higher level will be in writing.

A.3.1.2 Where the advancement to higher level is on a temporary basis the employer will detail in writing:

1. The level to be advanced to;
2. The date of the commencement of the temporary advancement to which the Trainer will return to the substantive level;
3. The fortnightly salary of the new level.

A.3.1.3 The CEO has the ability to appoint an individual employee to any appropriate level.

SCHEDULE B - CLOTHING & PPE

Personal Protective Equipment

When an employee requests safety footwear or protective clothing, he/she will be supplied in accordance with the conditions prescribed herein. Replacement will be made on evidence of wear and tear.

Corporate clothing to be supplied via the CITC's approved provider or on provision of a detailed receipt for reimbursement.

- 2 x hi vis shirts (long sleeve)
- 3 x CITC polo shirts (Corporate/Hi Vis)
- 1 x bomber/Hi vis jacket
- 1 x hi vis hoodie

Work clothing to be supplied via the CITC's approved provider or on provision of a detailed receipt for reimbursement.

- Safety boots/shoes x 1 pair
- 2 x long trousers black or
- 2 x long leg jeans blue or one of each

PPE will be issued or obtained on an as needs basis and used by the recipient at all times where required and or indicated.

PPE may include:

- High vis safety vest
- Gloves
- Safety glasses
- Disposable ear plugs
- Hard hat

SCHEDULE C - CONSULTATIVE COMMITTEE

- 1) A Consultative Committee (the Committee) shall be set up to assist in the resolution of issues relating to this Agreement or other issues it may agree to.
- 2) The Committee shall consist of 4 persons, 2 representing employees and 2 representing the CITC.
- 3) The employee representatives shall be elected from other employees covered by this agreement.
- 4) Meetings shall be held bi-monthly or any other time the Committee agrees to.
- 5) Meetings will be chaired initially by the CITC representative and each 12 months will alternate between the CITC and the Employee Representatives.
- 6) Employee representatives will be afforded appropriate time for preparation and discussion relating to issues of concern to other employees.
- 7) Minutes of each meeting shall be kept and available to other employees covered by this agreement unless the Committee deems a particular discussion as confidential.
- 8) The Committee may invite other persons to attend a meeting as they see fit.
- 9) Nothing in this Agreement restricts the CITC from withholding any documentation and/or information it considers to be Legal and/or commercial in confidence.

SCHEDULE D - YEARLY WAGE INCREASES

	Commencement Salary	7 days after approval 6%	12 months later 3.5%	12 months later 3.5%
Level 1	\$66,175	\$70,145	\$72,600	\$75,141
Level 2	\$72,791	\$77,158	\$79,859	\$82,654
Level 3	\$79,411	\$84,175	\$87,121	\$90,171
Level 4	\$86,026	\$91,187	\$94,379	\$97,682
Level 5	\$92,643	\$98,201	\$101,638	\$105,195
Level 6	\$99,261	\$105,216	\$108,899	\$112,710
Level 7	\$105,880	\$112,232	\$116,160	\$120,226
Level 8	\$112,495	\$119,244	\$123,418	\$127,737
Level 9	\$119,113	\$126,259	\$130,678	\$135,252