



This is a consolidated version of an award of the South Australian Employment Tribunal published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 28:11:2001 on and from

Clause 1.1 Title

OPDATE 21:05:2009 1st pp on or after

1.1.1 This Award will be referred to as the Aboriginal Education Workers (DECS) Award.

Clause 1.2 Arrangement

OPDATE 21:05:2009 1st pp on or after

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Clause 1.3 Scope, Persons Bound and Locality

OPDATE 28:11:2001 on and from

- 1.3.1 This award applies throughout the State of South Australia. It is binding on the Commissioner for Public Employment, **Minister** for Education, Children's Services and Training, the Australian Education Union, South Australian Branch and The Public Service Association of South Australia Incorporated in respect of **employees** employed in the classifications set out below in the Department of Education, Training and Employment.

Clause 1.4 Operation of Award

OPDATE 28:11:2001 on and from

- 1.4.1 This Award operates from 28th November 2001 and will continue in force until amended, rescinded or replaced.

Clause 1.5 Definitions

OPDATE 21:05:2009 1st pp on or after

- 1.5.1 **Casual employee** means a person employed for less than 15 hours per week or less than two school terms per year.
- 1.5.2 **Commission** means the Industrial Relations Commission of South Australia
- 1.5.3 **DECS** means the Department of Education and Children's Services.
- 1.5.4 **Employee** means a person classified as an Aboriginal Education Worker Level 1, an Aboriginal Education Worker Level 2, an Aboriginal Education Worker Level 3, an Aboriginal Education Worker Level 4 or an Aboriginal Education Worker Level 5.
- 1.5.5 **Employer** means Commissioner for Public Employment.
- 1.5.6 **Full-time employee** means an **employee** who is normally required to work 37.5 hours per week for a total period or periods of not less than 41 weeks in any calendar year.
- 1.5.7 **Minister** has the same meaning as is given to that word in the *Education Act, 1972*, as amended.
- 1.5.8 **Part-time employee** means an **employee** who is required regularly to work for less than 37.5 hours per week regardless of the period or periods per annum worked or who is normally required to work 37.5 hours per week for a total period or periods of less than 41 weeks in any calendar year.
- 1.5.9 **Responsible officer** means Chief Executive, Department of Education and Children's Services or delegate.
- 1.5.10 **Spouse** includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 1.5.11 **Temporary employee** means a person employed for a limited period of time or for a specific purpose of finite duration.
- 1.5.12 **Working day** means the designated weekly hours of work divided by five.

PART 2 - AWARD FLEXIBILITY

OPDATE 28:11:2001 on and from

Clause 2.1 Enterprise Flexibility Provision

OPDATE 28:11:2001 on and from

- 2.1.1 Consultative mechanisms and procedures to facilitate the efficient operation of the enterprise or workplace will be established.
- 2.1.2 Where agreement is reached at the enterprise or workplace through such consultative mechanisms and procedures and where giving effect to such agreement requires this award as it applies at the enterprise or workplace to be varied, an application to vary will be made to the *Commission*. The agreement will be made available in writing to all employees at the enterprise or workplace, and to the associations having an interest in the award.
- 2.1.3 When this award is varied to give effect to an agreement made under this clause, the variation will become a schedule to this award. The variation will take precedence over any provision of this award to the extent of any identified inconsistency.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 28:11:2001 on and from

Clause 3.1 Grievance and Dispute Settling Procedure

OPDATE 28:11:2001 on and from

For the purpose of this clause "*employee* representative" means a person that is not a union representative or union official and who is representing an *employee* in this procedure.

- 3.1 Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:
- 3.1.1 The respective parties are obliged to make every effort to ensure that these procedures operate effectively.
 - 3.1.2 Unions and the Department should inform each other, in writing, of the names of their duly accredited representative responsible, in the first instance, for matters arising on the job. The union's appointed job representative(s) will be entitled to represent union members employed by the Department. The Department's representative(s) will be responsible for dealing with matters raised by the union's job representative(s).
 - 3.1.3 If the *employee* is not a member of a union or is a member of a union and does not wish the union to represent them they are entitled to have a representative of their choice act on their behalf, providing the nominated representative agrees to provide representation.
 - 3.1.4 The appointed representative(s) will make themselves available for consultation as required under these procedures.
 - 3.1.5 The union's representative(s) or *employee* representative should discuss any matter affecting an *employee* with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
 - 3.1.6 If the matter is not resolved at this level the union's representative(s) or *employee* representative should ask that it be referred to the Department's representative nominated above, who will then arrange a conference to discuss the matter.
 - 3.1.7 The consultation process referred to above will be commenced within 24 hours of the grievance, dispute or likely dispute having been registered, or such longer or shorter period as may be agreed to by the parties.
 - 3.1.8 If the matter is not resolved at the conference referred to above, the union's representative(s) will advise the appropriate official of the union of the issue and a conference will be arranged. If the aggrieved *employee* is not being represented by a union then they or their representative should arrange the conference. The conference must be attended by the official(s) and the union job representative concerned (provided that the Union so decides), or the *employee* concerned and their representative and by the designated Departmental representatives, which may include a representative of the Department for Industrial Affairs (if the Department so decides).
 - 3.1.9 If the matter cannot be resolved employing the above procedures, the Department and the union or the *employee* and their representative should enter into consultation at a higher level, as the parties consider appropriate. At this level of consultation the Department of the Premier and Cabinet must be involved.
 - 3.1.10 After consultation has occurred between the parties in accordance with these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed to by the parties.
 - 3.1.11 If the matter is not resolved in accordance with these procedures either party may refer the matter to the *Commission*.
 - 3.1.12 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. A "status quo basis" will mean the work situation in place at the time the matter was first raised in accordance with these procedures.

- 3.1.13 If there is undue delay on the part of any party to the matter, the party complaining of the delay may take the matter to a higher level in the dispute process.
- 3.1.14 In the event of a party failing to observe these procedures the other party may take such reasonable steps as are considered necessary to resolve the matter.
- 3.1.15 These procedures will not restrict the Department, or its representative(s), or a duly authorised official of the union or the *employee* or their representative from making representations to each other.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

OPDATE 28:11:2001 on and from

Clause 4.1 Anti-Discrimination

OPDATE 28:11:2001 on and from

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

Clause 4.2 Contract of Employment

OPDATE 28:11:2001 on and from

- 4.2.1 Each *employee* will specifically be engaged as a *full-time employee*, a *part-time employee*, or a *casual employee* to work, subject to the provisions contained elsewhere in this award, a stipulated number of ordinary hours per week and weeks per year. All *employees* engaged on a temporary basis will be appointed for a specified period of time. The basis of engagement will not be altered except by mutual agreement between the *employer* and the *employee*.
- 4.2.2 Subject to the provisions contained elsewhere in this award the contract of hiring of *employees* bound by this award will, in the absence of express agreement to the contrary, be deemed to be a hiring by the fortnight and salary will accrue from day to day; provided however that:
- 4.2.2.1 employment may be terminated by two weeks notice given by either party which notice may be given at any time. Any termination of the employment will take effect at the end of a days work or by the payment or forfeiture (as the case may be) of two weeks wages; provided that nothing in this award will derogate from the *employer's* right at common law to dismiss an *employee* without notice for misconduct or other sufficient cause;
 - 4.2.2.2 An *employee* justifiably dismissed for any reason is entitled to payment for work performed in that fortnight proportionate to the time worked.

Clause 4.3 Transfers

OPDATE 28:11:2001 on and from

- 4.3.1 The *employer* may transfer *full-time* or *part-time employees* in accordance with the transfer guidelines agreed from time to time between the parties to this Award.

Clause 4.4 Reclassification Procedures

OPDATE 28:11:2001 on and from

- 4.4.1 Any *employee* has the right to apply for reclassification. Applications should be in writing to the Assistant Director, Staffing stating reasons in support of the application.
- 4.4.2 The Assistant Director, Staffing will make all reasonable attempts to give a written reply to the applicant within three months from the date of application.
- 4.4.3 An *employee's* reclassification, if approved, will take effect no later than the first Monday after the expiration of three (3) months following receipt of application. Where *employer* approval is given within 3 months of the date of application then the operative date will be the first Monday following approval.
- 4.4.4 There will be a set of reclassification review procedures as mutually agreed between the *employer* and the relevant unions from time to time.

Clause 4.5 Incremental Steps

OPDATE 28:11:2001 on and from

- 4.5.1 An *employee* will be entitled to progress to the next higher incremental step (if any) in the salary scale (computed as necessary in accordance with Clauses 5.3 and 5.4 of this award) applicable to the *employee* on the anniversary of the appointment of the *employee* to their current classification subject to the provisions of Clause 7.1.2.

PART 5 - WAGES AND RELATED MATTERS

OPDATE 28:11:2001 on and from

Clause 5.1 Classification of EmployeesOPDATE 21:05:2009 1st pp on or after

5.1.1 The **employer** will, upon initial engagement of any **employee**, and having regard to the nature and range of duties proposed to be assigned to such **employee**, properly classify the **employee** within one of the classifications following, namely:

- Aboriginal Education Worker Level 1
- Aboriginal Education Worker Level 2
- Aboriginal Education Worker Level 3
- Aboriginal Education Worker Level 4
- Aboriginal Education Worker Level 5

5.1.2 The classification of an **employee** will be determined by a **responsible officer** in consultation with the relevant Principal and where appropriate an Aboriginal Education Co-ordinator. Should any **employee** falling within the scope of this award at the date of operation of the award dispute the classification determination referred to above in their transition from their previous contracts of employment to employment governed by this award, the **employee** may request a review of the classification that was determined. The review will be undertaken by a **responsible officer** jointly with an appropriate Union representative. Such review will consider whether the **employee** meets the essential characteristics of the work to be performed at the specified classification level.

5.1.3 Any **employee** who has served in a classification lower than that of Aboriginal Education Worker Level 5 for not less than one completed school calendar year and is regularly called upon to perform a substantial volume of duties that are appropriate to a higher classification will be entitled to and will be reclassified by the **employer** to the higher classification during the period that the **employee** performs the higher duties, provided that an **employee** who is required to perform duties appropriate to a higher classification for a **temporary** period only will be dealt with according to the provisions of Clause 6.1 of this Award. Reclassification under this paragraph is not dependent upon organisational vacancies but will be subject to the approval of the **responsible officer** on being satisfied that the work value of the duties being undertaken justifies the reclassification. Upon reclassification an **employee** will be placed upon an incremental step in the salary range appropriate to the new classification which attracts a salary not less than the salary paid to such **employee** immediately prior to reclassification.

5.1.4 Nothing contained in this clause is to be read or construed as limiting or affecting the right of the **employer** reasonably to require an **employee** of any classification at any time, or from time to time, to perform duties appropriate to any other classification referred to in this clause, whether or not the duties are those normally attached to a higher or lower classification, or any other duties associated with the conduct of a school not specifically referred to.

5.1.5 For the purposes of this clause the classification criteria which follows provides guidelines for the establishment of classification of individual **employees** at various levels within the Aboriginal Education Workers structure. In determining the appropriate level for a particular **employee**, consideration must be given to both the characteristics and the typical duties prescribed for that level. The typical duties shown at a particular level embrace the majority of duties which might be required of **employees** within that level. It is not intended that the typical duties are a complete cover of every individual duty that an **employee** may undertake nor is it expected that any individual would necessarily undertake all of the duties listed.

5.1.6 Any unresolved dispute arising as to the right of an **employee** to reclassification under this clause will be heard and determined in accordance with the Grievance and Dispute Settling Procedure of this Award.

5.1.7 WORK LEVEL DEFINITIONS**5.1.7.1 Aboriginal Education Worker (AEW), Level 1**

An AEW at this level will:

- have the capacity to develop a range of skills and knowledge including literacy and numeracy skills, computing, interpersonal and other skills necessary at this level.
- work under close direction with limited requirement for exercising initiative and discretion in the provision of support to students, schools/preschools and parents.
- work in a team environment, to develop a range of skills and knowledge to support the educational needs of Aboriginal students.
- develop an understanding of the DECS Plan for Aboriginal Education particularly the goals and milestones that relate to improve Aboriginal student achievement.
- assist teachers in the classroom in the key learning areas particularly literacy and numeracy.
- communicate effectively and demonstrate a commitment to and rapport with the Aboriginal community, liaise between home and school to contribute to an improved learning environment for Aboriginal students.
- undertake the Aboriginal Education Workers Accredited Course or equivalent to acquire the knowledge, skills and ability to perform the functions required at this level.

5.1.7.2 Aboriginal Education Worker, Level 2

An AEW at this level will:

- undertake work of a more responsible nature in terms of scope and complexity than that required of a level 1.
- work under general direction with a requirement for exercising initiative, discretion and judgement.
- work in a team environment to develop strategies to improve the achievements of Aboriginal Students in the key learning areas, particularly literacy and numeracy.
- have responsibility to undertake discrete components of the DECS Plan for Aboriginal Education particularly the goals related to student achievement.
- assist teaching staff in the classroom by actively participating in making collaborative decisions with teachers that relate to the educational needs of Aboriginal students.
- use effective home school liaison strategies which contribute to an improved learning environment for Aboriginal students.
- collaborate effectively with Aboriginal parents and community members, support Aboriginal Students Support Parent Awareness [ASSPA] committees and encourage parent involvement in school policy/decision making.
- undertake the Aboriginal Education Workers Accredited Course, Anangu Teacher Education Program [AnTEP] or equivalent and apply the ideas gained from training to benefit Aboriginal students in the school.

5.1.7.3 Aboriginal Education Worker, Level 3

An AEW at this level will:

- work under limited direction with a requirement to exercise initiative, discretion and judgement in the coordination of programs to support the educational needs of Aboriginal students in the school.
- have a high level of understanding and demonstrated commitment to the teaching and learning priorities identified in the DECS Plan for Aboriginal Education.

- work collaboratively with teachers to develop and implement strategies to improve student achievement particularly in the key learning areas of literacy, numeracy and technology.
- work in a team and demonstrate the skills, knowledge and ability to provide direction, advice and leadership to assist with the coordination of Aboriginal Education services in school.
- establish consultation processes to encourage parental involvement in the development and implementation of strategies related to improving student achievement, as identified in the DECS Plan for Aboriginal Education.
- in collaboration with teachers/student counsellors, provide a comprehensive counselling service to Aboriginal students on school related matters.
- work collaboratively with other service providers to support the development of strategies to meet the educational, social and other identified needs of Aboriginal students.
- liaise and consult with government and non-government agencies on services provided to and for Aboriginal students and parents.
- undertake the Aboriginal Education Workers Accredited Course, Anangu Teacher Education Program [AnTEP] or equivalent to acquire the knowledge, skills and ability to perform the functions required at this level.

5.1.7.4 Aboriginal Education Worker, Level 4

An AEW at this level will:

- exercise responsibility for the Aboriginal Education Worker employment group in the district and district operations, including the coordination, oversight and management of resources.
- assist in setting of priorities and procedures relating to Aboriginal Education for that particular district as they relate to the goals and milestones of the DECS Plan for Aboriginal Education particularly student achievement, employment and access.
- have a high degree of autonomy to work collaboratively with teachers and other service providers within the district.
- coordinate work in a team environment to develop work plans, negotiate the resolution of issues and concerns and provide initiatives specifically for Aboriginal students in schools.
- have a commitment and rapport in working with Aboriginal parents and the local community to establish effective arrangements for the participation and involvement of Aboriginal parents in educational decision-making, including supporting Aboriginal Students Support Parent Awareness [ASSPA] committees in schools within districts.
- display advocacy and commitment to a shared vision to improve the educational outcomes for Aboriginal students and the inclusion of Aboriginal parents and community members in the decision making structures are essential components of work at this level.

5.1.7.5 Aboriginal Education Worker, Level 5

An AEW at this level will:

- manage the Aboriginal Education Workers employment group within the group of districts.
- advise senior management Aboriginal Education on issues affecting Aboriginal Education Workers and liaise with other appropriate groups to ensure a coordinated approach to the education of Aboriginal students.
- be responsible for implementing significant initiatives and demonstrating skills of discretion, judgement and autonomy in the day to day coordination of DECS/Aboriginal services.

- exercise a high degree of initiative, judgement and autonomy by having significant role in the State-wide policy development and implementation of policy and programs related to the goals and milestones of the DECS Plan for Aboriginal Education in particular those related to student achievement, employment and access.
- provide appropriate advice, undertake duties of a sensible, critical and complex nature and provide a consultancy service to a wide range of service providers and clients in the region.
- demonstrate a knowledge of the principles of adult learning as they relate to the shared facilitating of training and development related to Aboriginal Education.

Clause 5.2 Payment of Salaries

OPDATE 28:11:2001 on and from

5.2.1 All payments of salary and/or allowances under this award will be payable fortnightly averaged over 52 weeks of the year for time so worked; provided that this clause does not apply to *temporary* or *casual employees*.

Clause 5.3 Salaries

OPDATE 28:11:2001 on and from

5.3.1 The salaries payable under this award are contained in Schedule 1.

Clause 5.4 Temporary and Casual employees

OPDATE 01:01:2012 1st pp on or after

5.4.1 **Temporary employees**

5.4.1.1 The *employer* may from time to time in its discretion engage *employees* as *temporary employees*. A *temporary employee* is entitled to be paid fortnightly at an hourly rate computed in accordance with the following formula:

5.4.1.2 *Full-time employee* salary appropriate to classification as prescribed by Clause 5.3

$$\frac{6}{313} \times \frac{120}{100} \times \frac{1}{37.5}$$

5.4.2 **Casual employees**

5.4.2.1 A *casual employee* (as defined) will be paid a 20% loading in lieu of certain leave provisions and payment of public holidays not worked and to compensate for the casual nature of their employment. A *casual employee* will be paid fortnightly at an hourly rate for actual hours worked in accordance with the following formula:

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 20% loading will be increased in accordance with the following:

- 22% from the first full pay period commencing on or after 1 January 2012;
- 23% from the first full pay period commencing on or after 1 July 2012;
- 24% from the first full pay period commencing on or after 1 July 2013; and
- 25% from the first full pay period commencing on or after 1 July 2014.

5.4.2.2 *Full-time employee* salary appropriate to classification as prescribed by Clause 5.3

$$\frac{6}{313} \times (\text{applicable loading e.g.}) \frac{125}{100} \times \frac{1}{37.5}$$

Clause 5.5 Higher Duties

OPDATE 28:11:2001 on and from

5.5.1 The **employer** may direct that an **employee** perform temporarily duties applicable to a classification higher than that of the **employee**. Where an **employee** performs these duties for more than one week the **employee** is entitled to be paid a salary at the rate applicable to the higher classification for the whole period during which the duties are performed.

Clause 5.6 Safety Net Adjustments

OPDATE 01:07:2018 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2018 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2018 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

Clause 5.7 Economic Incapacity Applications

OPDATE 01:07:2018 1st pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2018 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME

OPDATE 28:11:2001 on and from

Clause 6.1 Hours of Duty

OPDATE 28:11:2001 on and from

- 6.1.1 The ordinary hours of work are not to exceed 37.5 per week or alternatively will be up to an average of not more than 37.5 per week according to roster which in either case will be worked between the hours of 8.00 a.m. and 6.00 p.m. Monday to Friday inclusive unless the *employer* and the *employee* expressly agree to the contrary.
- 6.1.2 If an *employee* working according to roster is rostered for work by agreement outside of the above hours, that *employee* will, in respect of time worked before 8.00 a.m. or after 6.00 p.m. or on a Saturday or Sunday, be paid an additional 15 percent loading on salary. For the purposes of this clause, the salary of a *temporary* or *casual employee* means the rate prescribed by Clause 5.4 of this Award reduced according to the following formula:

Temporary or *Casual employee* salary as prescribed by Clause 5.4

$\frac{1.0}{1.2}$

Clause 6.2 Additional Hours for Part-time Employees

OPDATE 28:11:2001 on and from

- 6.2.1 An *employee* whose ordinary weekly hours are less than 37.5 who is required by the *employer* to work hours beyond the limits of ordinary hours will either:-
- 6.2.1.1 be paid at the appropriate rate prescribed by Clause 5.2 and 5.3 of this award for the additional time worked provided however that no such payment will be made without prior approval of the responsible officer for both the necessity for the additional work and the payment for it; or
- 6.2.1.2 within the pay period during which the additional hours are worked be granted time off equivalent to the additional hours worked without loss of pay.
- 6.2.2 An *employee* whose ordinary or average ordinary hours are 37.5 per week who is required to work hours beyond the limits of ordinary hours will be subject to the relevant provisions of the Public Sector Management Act, and Regulations on the same basis as the *employees* of the public service appointed under that Act.
- 6.2.3 Any payment made to a *temporary* or *casual employee* by virtue of this subclause will be at the appropriate rate prescribed by Clause 5.4 of the Award reduced by multiplying the rate by:

$\frac{1.0}{1.2}$

Clause 6.3 Meal Breaks

OPDATE 28:11:2001 on and from

- 6.3.1 An *employee* must not work more than five hours in any one day without being allowed a meal break of not less than 30 minutes nor more than one hour to be taken not more than five hours after commencement of work on that day. The meal break is not to be counted as time worked.

Clause 6.4 Public Holidays

OPDATE 01:01:2012 1st pp on or after

- 6.4.1 Full time *employees* will be paid at the ordinary rate of pay for any day which by Act of Parliament or Proclamation may be created a public holiday throughout the state of South Australia, or which may be substituted for any of such holidays.
- 6.4.2 Casual and *temporary employees* are not entitled to payment for public holidays, allowance for which has been made in the loading specified in clause 5.4.

Clause 6.5 Overtime

OPDATE 28:11:2001 on and from

- 6.5.1 A full time *employee* who is required to work hours in excess of 37½ per week will be subject to the relevant provisions of the *Public Sector Management Act, 1995* and Regulations and relevant Circulars, Determinations and Directions issued from time to time by the Commissioner for Public Employment provided that no payment will be made without prior approval of the *responsible officer*.

Clause 6.6 Other Allowances and Conditions

OPDATE 28:11:2001 on and from

- 6.6.1 Other allowances and conditions applying to *employees* bound by this Award are those specified in the Administrative Instructions and Guidelines, Education Department of South Australia - Ancillary Staff Matters.

Clause 6.7 Minimum Hours of Engagement

OPDATE 21:05:2009 1st pp on or after

- 6.7.1 An *employee* will be engaged for a minimum shift period of three hours, unless otherwise expressly agreed between the employer and the employee.
- 6.7.2 This clause does not apply where an existing arrangement was in place prior to the operation of this clause, which enables an *employee* to be engaged for a shorter period.
- 6.7.3 An *employee* will not be required to work two or more shift periods in any one day unless agreed by the *employee*.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 28:11:2001 on and from

Clause 7.1 Leave

OPDATE 15:03:2006 on and from

7.1.1 Recreation Leave

7.1.1.1 Recreation leave entitlements for *full-time* and *part-time employees* will be in accordance with the Public Sector Management Act and Regulations and the relevant Circulars, Determinations and Directions issued by the Commissioner for Public Employment.

7.1.2 Leave Without Pay

7.1.2.1 Leave without pay may be granted in accordance with and subject to the same conditions as outlined in the Public Sector Management Act and Regulations and relevant Circulars, Determinations and Directions issued by the Commissioner for Public Employment.

7.1.3 Personal Leave – Injury and Sickness

7.1.3.1 Sick Leave entitlements (now known as personal leave) for *full-time* and *part-time employees* (as defined) will be in accordance with the *Public Sector Management Act 1995* and Regulations, and the relevant Circulars, Determinations and Directions or their successors issued from time to time by the Commissioner for Public Employment provided that *full-time* and *part-time employees* (as defined) working less than 52 weeks a year will receive pro rata entitlements.

7.1.3.2 *Temporary* and *casual employees* are not entitled to sick leave.

7.1.3.3 Entitlement to personal leave

An employee (other than a temporary or casual employee) who has a personal leave credit:

7.1.3.3(a) Is entitled to take personal leave if the employee is too sick to work; or

7.1.3.3(b) Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

7.1.3.4 Accrual of personal leave entitlement

An employee's entitlement to personal leave accrues as follows:

7.1.3.4(a) For the first year of continuous service - at the rate of 1.45 hours for each completed 37.5 ordinary hours of work to a maximum of 90 hours.

7.1.3.4(b) For each later year of continuous service, at the beginning of each year:

(i) a full-time employee accrues 90 hours.

(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{90}{37.5} \times \text{average weekly ordinary hours over the previous 12 months.}$$

7.1.3.5 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

7.1.3.6 Conditions for payment of personal leave

The employee is not entitled to payment for personal leave unless:

7.1.3.6(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

7.1.3.6(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.1.3.7 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave. \

7.1.4 ***Special Leave With Pay***

7.1.4.1 The ***employer*** has the right to grant special leave with pay in accordance with the Public Sector Management Act and Regulations and the relevant Circulars, Determinations and Directions issued from time to time by the Commissioner for Public Employment.

7.1.5 ***Bereavement Leave***

7.1.5.1 **Entitlement to leave**

An employee (other than a casual employee), on the death of a:

- ***spouse***;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

7.1.5.2 **Unpaid entitlement to leave**

An employee may take unpaid bereavement leave by agreement with the employer.

Clause 7.2 Recreation Leave Loading

OPDATE 28:11:2001 on and from

7.2.1 Full and Part Time ***employees*** will receive recreation leave loading in accordance with the Public Service (Recreation Leave Loading) Award to be paid with the last payment prior to Christmas.

Clause 7.3 Parental Leave

OPDATE 15:03:2006 on and from

7.3.1 **Definitions**

In this clause, unless the contrary intention appears:

7.3.1.1 ***Adoption*** includes the placement of a ***child*** with a person in anticipation of, or for the purposes of, adoption.

7.3.1.2 ***Adoption leave*** means adoption leave provided under 7.3.3.4.

7.3.1.3 ***Child*** means a child of the employee or the employee's spouse under the age of one year; or

means a ***child*** under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a ***child*** or ***step-child*** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

- 7.3.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several periods of employment; or
 - (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 7.3.1.5 **Extended adoption leave** means **adoption leave** provided under 7.3.3.4(b).
- 7.3.1.6 **Extended paternity leave** means **paternity leave** provided under 7.3.3.3(b).
- 7.3.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.3.1.8 **Maternity leave** means maternity leave provided under 7.3.3.2.
- 7.3.1.9 **Medical certificate** means a certificate as prescribed in 7.3.5.1.
- 7.3.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 7.3.1.11 **Paternity leave** means paternity leave provided under 7.3.3.3.
- 7.3.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 7.3.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.3.1.14 **Short adoption leave** means **adoption leave** provided under 7.3.3.4(a).
- 7.3.1.15 **Special adoption leave** means **adoption leave** provided under 7.3.6.9.
- 7.3.1.16 **Special maternity leave** means **maternity leave** provided under 7.3.9.1.
- 7.3.1.17 **Spouse** includes a defacto spouse or a former spouse.

7.3.2 **Employer's responsibility to inform**

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**,

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

7.3.3 **Eligibility for and entitlement to parental leave**

- 7.3.3.1 Subject to the qualifications in 7.3.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

7.3.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

7.3.3.1(b) An employer must not fail to re-engage a casual employee because:

- (i) the employee or the employee's *spouse* is pregnant; or
- (ii) the employee is or has been immediately absent on *parental leave*.

7.3.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.3.3.2 An employee who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of *maternity leave*.

7.3.3.3 A male employee is, on production of the required *medical certificate*, entitled to one or two periods of *paternity leave*, the total of which must not exceed 52 weeks, as follows:

7.1.3.3(a) An unbroken period of up to one week at the time of the birth of the *child*.

7.1.3.3(b) A further unbroken period of up to 51 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended paternity leave*).

7.3.3.4 An employee is entitled to one or two periods of *adoption leave*, the total of which must not exceed 52 weeks, as follows:

7.3.3.4(a) An unbroken period of up to three weeks at the time of the placement of the *child* (to be known as short *adoption leave*).

7.3.3.4(b) A further unbroken period of up to 49 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended adoption leave*).

7.3.4 **Qualifications on entitlements and eligibility**

7.3.4.1 The entitlement to *parental leave* is reduced:

7.3.4.1(a) In the case of *maternity leave*, by any period of *extended paternity leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.

7.3.4.1(b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the employee's *spouse*.

7.3.4.1(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

7.3.5 **Certification required**

7.3.5.1 An employee must, when applying for *maternity leave* or *paternity leave*, provide the employer with a *medical certificate* that:

- (a) names the employee or the employee's *spouse*, as appropriate;
- (b) states that the employee or the employee's *spouse* is pregnant; and
- (c) states:
 - (i) the expected date of birth;
 - (ii) the expected date of termination of pregnancy; or
 - (iii) the date on which the birth took place,whichever is appropriate.

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

7.3.5.2(a) *Parental leave*

- (i) The particulars of any period of ***parental leave*** sought or taken by the employee's ***spouse***, and where appropriate;
- (ii) That the employee is seeking the leave to become the ***primary care-giver*** of a ***child***.

7.3.5.2(b) *Adoption leave*

- (i) In the case of ***adoption leave***, a statement from a ***Government authority*** giving details of the date, or presumed date, of ***adoption***; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.3.6 **Notice requirements**

7.3.6.1 Maternity leave

- 7.3.6.1(a) An employee must give reasonable notice to the employer, depending on the circumstances, of their intention to take maternity leave.
- 7.3.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence ***maternity leave*** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

7.3.6.2 Paternity leave

An employee must give reasonable notice to the employer, depending on the circumstances, of their intention to take paternity leave.

7.3.6.3 Adoption leave

- 7.3.6.3.1 For the purposes of this clause 7.3.6.3 a ***child*** means a person under the age of 16 years of age.
- 7.3.6.3.2 A employer will grant leave without pay to an employee to undertake the care of a newly adopted ***child*** not of school age for a period (or aggregate periods) of up to 52 weeks for any one child.
- 7.3.6.3.3 The employee must provide the employer with:
 - (a) a statement from the Department for Families and Communities as to the presumed date of placement of the ***child*** with the employee for adoption purposes, or
 - (b) a statement from the Department for Families and Communities that the employee is to have custody of the child pending application for an ***adoption*** order, or
 - (c) a copy of the application to the Court pursuant to the *Adoption of Children Act 1966* made by the employee for the adoption of the ***child***.
- 7.3.6.3.4 If both parents of the ***child*** are the employees of the one employer both employees are not to be granted leave at the same time except in the case of the adoption of a ***child*** resident overseas, in which case such concurrent leave is available provided that the period of concurrent leave does not exceed 6 weeks.
- 7.3.6.3.5 The leave granted to both employees in aggregate should not exceed 52 weeks. Before granting ***adoption leave*** to an employee an employer may request the employee to provide a Statutory Declaration to the effect that no other employees are currently seeking ***adoption leave*** in respect to the same ***child***.
- 7.3.6.3.6 Where an adopted parent has proceeded on ***adoption leave*** and the other adopted parent (called the second parent) wishes to share adoption leave in respect to the same ***child***, the second parent is to:

- (a) notify the employer, in writing, of the date the first parent will seek *adoption leave*;
- (b) the date upon which they, the second parent, intends to commence *adoption leave*; and
- (c) the name of the employer of the first parent.

Such notice to the employer is to be given at least fourteen days before the date upon which the second employee intends to commence adoption leave.

- 7.3.6.3.7 Where an employee has been granted leave on the grounds of an overseas *adoption* and the employee applies for leave to undertake the care of that *child*, the maximum period (52 weeks) of leave to be granted for the care of the child is to be reduced by the portion of leave which was taken for the purpose of the overseas *adoption*.
- 7.3.6.3.8 An employer will grant an employee unpaid special leave not exceeding 5 days in total to attend any interviews, workshops, court attendances or medical examinations as are necessary or required for the purpose of adopting a child provided that the employee gives reasonable and adequate notice (in the circumstances) of the desire to take such special leave.
- 7.3.6.3.9 *Adoption leave*, applied for but not commenced, will be cancelled should the placement of the *child* not proceed. Where the *adoption* of the *child* by an employee then on *adoption leave* does not proceed or continue, or if the Court refuses to make an Order for Adoption, the employee must give written notification to the employer forthwith, and the employer will nominate a time which is fair and reasonable from the receipt of the notification for the employee's resumption of work.

7.3.6.4 Unforeseen circumstances

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

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the *child*; or
- (c) the death of the employee's *spouse*, or
- (d) the requirement that the employee accept earlier or later placement of the *child*,

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

7.3.7 **Taking of parental leave**

- 7.3.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.
- 7.3.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with *parental leave*, take any annual leave or long service leave to which the employee is entitled.
- 7.3.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- 7.3.7.4 Subject to 7.3.4 and unless agreed otherwise between the employer and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.
- 7.3.7.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

- 7.3.7.6 Where leave is granted under 7.3.7.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 7.3.7.7 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.
- 7.3.7.8 *Adoption leave* cannot extend beyond the *child's* fifth birthday.
- 7.3.7.9 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.
- 7.3.7.10 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 7.3.15.
- 7.3.8 **Variation and cancellation of parental leave**
- 7.3.8.1 Without extending an entitlement beyond the limit set by 7.3.3, *parental leave* may be varied as follows:
- 7.3.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- 7.3.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 7.3.8.2 *Parental leave*, if applied for but not commenced, is cancelled:
- (a) should the pregnancy terminate other than by the birth of a living *child*; or
- (b) should the placement of a *child* proposed for *adoption* not proceed.
- 7.3.8.3 *Parental leave* may be cancelled by agreement between the employer and the employee.
- 7.3.9 **Special maternity leave and personal leave**
- 7.3.9.1 If an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 7.1.3.
- 7.3.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, *special maternity leave*.
- 7.3.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.
- 7.3.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.
- 7.3.10 **Special adoption leave**
- 7.3.10.1 An employee who has received approval to *adopt* a *child* who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the *child*.
- 7.3.10.2 An employee who is seeking to *adopt* a *child* is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the *adoption* procedure.
- 7.3.10.3 The leave under this clause 7.3.10 is to be known as *special adoption leave* and does not affect any entitlement under 7.3.3.
- 7.3.10.4 *Special adoption leave* may be taken concurrently by an employee and the employee's *spouse*.

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

7.3.11 Transfer to a safe job - maternity leave

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

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

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

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

7.3.11.3 Leave under this clause 7.3.11 will be treated as *maternity leave*.

7.3.12 Part-time work

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

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

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

7.3.13 Communication during parental leave

7.3.13.1 Where an employee is on *parental leave* and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*.

7.3.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of *parental leave* to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.3.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.3.13.1.

7.3.14 Return to work after parental leave

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

7.3.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing *parental leave*; or

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

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

7.3.14.4 An *eligible casual employee* who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on *parental leave*.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

7.3.6.15 Right to request

7.3.15.1 An employee entitled to *parental leave* pursuant to clause 7.3.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.3.3.3(a) and 7.3.3.4(a) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid *parental leave* provided for in 7.3.3.2 by a further continuous period of leave not exceeding 12 months;
 - (c) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age,
- to assist the employee in reconciling work and parental responsibilities.

7.3.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.3.15.3 The employee's request and the employer's decision made under 7.3.15.1(b) and (c) must be recorded in writing.

7.3.15.4 Where an employee wishes to make a request under 7.3.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from *parental leave*.

7.3.16 Termination of employment

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

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

7.3.17 Replacement employees

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

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

Clause 7.4 Personal Leave To Care For a Family Member

OPDATE 15:03:2006 on and from

7.4.1 Definitions

- 7.4.1.1 **Personal leave to care for a family member (previously known as family carer's leave)** means leave provided in accordance with this clause.
- 7.4.1.2 **Family** - the following are to be regarded as members of a person's family:
- (a) a *spouse*;
 - (b) a child or step child;
 - (c) a parent or parent in-law;
 - (d) any other member of the person's household;
 - (e) a grandparent or grandchild;
 - (f) any other person who is dependent on the person's care.
- 7.4.1.3 **Personal leave** means leave provided for in accordance with clause 7.1.3.
- 7.4.2 **Paid personal leave to care for a family member**
- 7.4.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:
- (a) due to personal injury; or
 - (b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days or 75 hours in any completed year of **continuous service** (pro rata for part-time employees) to provide care and support for such persons when they are ill.
- 7.4.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.
- 7.4.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.
- 7.4.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 7.4.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.
- 7.4.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 7.4.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees **personal leave** credit.
- 7.4.3 **Unpaid personal leave to care for a family member**
- 7.4.3.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.
- 7.4.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
- 7.4.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.
- 7.4.4 **Single day absences**

Single day absences may be taken for *personal leave to care for a family member*.

7.4.5 **Casual employees caring responsibilities**

7.4.5.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 7.1.5 and 7.4, casuals are entitled to not be available to attend work, or to leave work:

- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death of a *family* member.

7.4.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.4.5.1 is:

- (a) the period agreed upon between the employer and the employee; or
- (b) up to 48 hours (or 2 days) per occasion.

7.4.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

7.4.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.4.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

ABORIGINAL EDUCATION WORKERS (DECS) AWARD

SCHEDULE 1. SALARIES

OPDATE 01:07:2018 1st pp on or after

S1.1 Subject to the provisions herein elsewhere contained, the following salaries will be paid to full time employees subject to this Award:

	\$ Per annum
Aboriginal Education Worker Level 1	
1st year of service	45,975
2nd year of service	47,543
Aboriginal Education Worker Level 2	
1st year of service	49,753
2nd year of service	51,424
3rd year of service	52,694
Aboriginal Education Worker Level 3	
1st year of service	55,674
2nd year of service	57,314
Aboriginal Education Worker Level 4	
1st year of service	58,683
2nd year of service	59,687
3rd year of service	60,556
Aboriginal Education Worker Level 5	
1st year of service	62,162
2nd year of service	63,700
3rd year of service	65,200

S1.1.1 School Based Aboriginal Education Workers

School Based Aboriginal Education Workers (ie. Aboriginal Education Workers employed to work in a school/s) will be paid at a rate as specified in this Schedule for 35 hours attendance at work per week. This is in recognition of the role they undertake, pursuant to clause 5.1.7 of this Award and provides some acknowledgement for cultural knowledge and of community responsibilities.

S1.2 First Aid Allowance

S1.2.1 Where in the performance of their duties, an *employee* agrees to deliver a first aid service that requires them to hold a current First Aid Certificate (or equivalent), the *employee* will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours). Where a course is only available after hours then the *employee* will be paid for the instructional time of the course. The *employee* will be reimbursed by the *employer* the cost of acquiring the qualifications.

- S1.2.2 Where an *employee* agrees to renew their First Aid qualification, that *employee* will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). Where a course is only available after hours then the *employee* will be paid for the instructional time of the course. The *employee* will be reimbursed by the *employer* the cost of renewing the qualification.
- S1.2.3 Where, in the performance of their duties an *employee* agrees to deliver a first aid service and is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- S1.2.4 The *employee* will be paid a First Aid Allowance of \$16.40 per week provided that the *employee* fulfils those duties on at least 3 days a week. *Employees* performing first aid duties for less than 3 days will be paid an allowance calculated at the rate of 45 cents per hour for each hour or part thereof.

ABORIGINAL EDUCATION WORKERS (DECS) AWARD

SCHEDULE 2. ABORIGINAL EDUCATION WORKERS TRAINEES

OPDATE 01:07:2018 1st pp on or after

Clause S2.1 Title

This Schedule shall be known as Aboriginal Education Workers Trainees Schedule.

Clause S2.2 Arrangement

<i>Clause No.</i>	<i>Title</i>
S2.1	Title
S2.2	Arrangement
S2.3	Application
S2.4	Period of operation
S2.5	Definitions
S2.6	Training conditions
S2.7	Employment conditions
S2.8	Wages
S2.9	Disputes settling procedures
S2.10	Dispute settlement over traineeship schemes
S2.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

Clause S2.3 Application

S2.3.1 This Schedule shall apply to persons:

- (a) who are undertaking a ***Traineeship*** (as defined); and
- (b) whose employment is, or otherwise would be, covered by the Award.

S2.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV ***Traineeships*** when the AQF III ***Traineeship*** in the ***Training Package*** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.

S2.3.3 At the conclusion of the ***Traineeship***, and a contract of employment is offered, this Schedule ceases to apply to the employment of the Trainee and the Award shall apply to the former Trainee. The former Trainee will be employed at the relevant classification under the Award.

S2.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

Clause S2.4 Operation

This Schedule shall operate from the first pay period commencing on or after 1 July 2018.

Clause S2.5 Definitions

- S2.5.1 *Act* means the *Training and Skills Development Act 2008* or any successor legislation.
- S2.5.2 *Adult Trainee* means for the purpose of this Schedule a Trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S2.5.3 *Approved Training* means that training which is specified in the *Training Plan*, which is part of the *Training Agreement*, which is registered with the *T&SC*. It includes training undertaken both on and off-the-job in a *Traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National *Training Package* or a *Traineeship* Scheme and leads to a qualification under the Australian Qualification Framework.
- S2.5.4 *T&SC* means the Training and Skills Commission under the Act.
- S2.5.5 *Award* means the Aboriginal Education Workers (DECS) Award.
- S2.5.6 *Commission* means the Industrial Relations Commission of South Australia.
- S2.5.7 *Trainee* is an individual who is a signatory to a *Training Agreement* registered with the *T&SC* and is involved in paid work and structured training, which may be on or off the job. *Trainee* does not include an individual who already has the competencies to which the *Traineeship* is directed.
- S2.5.8 *Traineeship* means a system of training which has been approved by the *T&SC*, which meets the requirements of a National *Training Package* developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National *Training Package* and includes full-time *Traineeships* and part-time *Traineeships* including school-based *Traineeships*.
- S2.5.9 *Training Agreement* means an agreement for a *Traineeship* made between the employer and a *Trainee*, which is registered with the *T&SC*.
- S2.5.10 *Training Package* means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S2.5.11 *Training Plan* means a programme of training which forms part of a *Training Agreement* registered with the *T&SC*.
- S2.5.12 *Traineeship Scheme* means an approved *Traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.
- S2.5.13 *Year 10* - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

Clause S2.6 Training Conditions

- S2.6.1 The *Trainee* shall attend an *Approved Training* course or *Training Program* prescribed in the *Training Agreement* or as notified to the trainee by the *T&SC* in accredited and relevant Training Schemes.
- S2.6.2 Employment as a *Trainee* under this Schedule shall not commence until the relevant *Training Agreement*, made in accordance with a Training Scheme, has been signed by the employer and the Trainee and lodged for registration with the *T&SC*, provided that if the *Training Agreement* is not in a standard format, employment as a *Trainee* shall not commence until the *Training Agreement* has been registered with the *T&SC*. The employer shall ensure that the *Trainee* is permitted to attend the training course or program provided for in the *Training Agreement* and shall ensure that the *Trainee* receives the appropriate on-the-job training.
- S2.6.3 The employer shall provide a level of supervision in accordance with the *Traineeship Agreement* during the *Traineeship* period.

- S2.6.4 The provisions of the Act dealing with the monitoring by officers of the *T&SC* and the use of training records or work books as part of this monitoring process shall apply to *Traineeships* under this Schedule.

Clause S2.7 Employment Conditions

- S2.7.1 A full-time *Trainee* shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV *Traineeships* which may extend up to two years full-time, provided that a *Trainee* shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. Existing employees will not be subject to a probation period. By agreement in writing, and with the consent of the *T&SC*, the Employer and the *Trainee* may vary the duration of the *Traineeship* and the extent of *Approved Training* provided that any agreement to vary is in accordance with the relevant *Traineeship Scheme*. A part-time *Trainee* shall be engaged in accordance with the provisions of Clause S2.11 Part-Time Traineeships, of this Schedule.
- S2.7.2 Where the *Trainee* completes the qualification in the *Training Agreement* earlier than the time specified in the *Training Agreement*, then the *Traineeship* may be concluded by mutual agreement.
- S2.7.3 Termination of employment of *Trainees* is dealt with in the *Training Agreement*, or the Act. An employer initiating such action shall give written notice to the *Trainee* at the time the action is commenced and to the *T&SC* in accordance with the Act.
- S2.7.4 The *Trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *Approved Training*.
- S2.7.5 Where the employment of a *Trainee* by the employer is continued after the completion of the *Traineeship* period, such *Traineeship* period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S2.7.6 **Trainees working overtime**
- S2.7.6.1 Reasonable overtime may be worked by the *Trainee* provided that it does not affect the successful completion of the *Approved Training*.
- S2.7.6.2 No *Trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S2.7.6.3 No *Trainee* shall work shiftwork unless the shiftwork makes satisfactory provision for *Approved Training*. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork *Trainees*.
- S2.7.6.4 The *Trainee* wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a *Trainee* to be paid at a higher rate, or the employer and *Trainee* agree in writing that a *Trainee* will be paid at a higher rate, in which case the higher rate shall apply.
- S2.7.7 All other terms and conditions of the Award that are applicable to the *Trainee* or would be applicable to the *Trainee* but for this Schedule shall apply unless specifically varied by this Schedule.
- S2.7.8 A *Trainee* who fails to either complete the *Traineeship*, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the *Traineeship*, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award. This clause does not apply to existing employees.

Note: It is not intended that existing employees shall be displaced from employment by *Trainees*.

Clause S2.8 Wages

- S2.8.1 The weekly wage payable to full-time *Trainees* shall be provided in S2.8.4, S2.8.5 and S2.8.6 of this Schedule and in accordance with Clause S2.7 Employment Conditions.

S2.8.2 These wage rates will only apply to *Trainees* while they are undertaking an *Approved Traineeship*, which includes *Approved Training* as defined in this Schedule.

S2.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S2.8.4 **Wage Level A**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A in Section A of this Schedule.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	435.00
Plus 1 year <i>out of school</i>	362.00	435.00	503.00
Plus 2 years <i>out of school</i>	435.00	503.00	587.00
Plus 3 years <i>out of school</i>	503.00	587.00	672.00
Plus 4 years <i>out of school</i>	587.00	672.00	
Plus 5 or more years	672.00		

S2.8.5 **Wage Level B**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B in Section A of this Schedule.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	419.00
Plus 1 year <i>out of school</i>	362.00	419.00	484.00
Plus 2 years <i>out of school</i>	419.00	484.00	566.00
Plus 3 years <i>out of school</i>	484.00	566.00	646.00
Plus 4 years <i>out of school</i>	566.00	646.00	
Plus 5 or more years	646.00		

S2.8.6 **Wage Level C**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C in Section A of this Schedule.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	419.00
Plus 1 year <i>out of school</i>	362.00	419.00	473.00
Plus 2 years <i>out of school</i>	419.00	473.00	529.00
Plus 3 years <i>out of school</i>	473.00	529.00	589.00
Plus 4 years <i>out of school</i>	529.00	589.00	
Plus 5 or more years	589.00		

S2.8.7 **School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <i>Traineeships</i> in Wage Levels A, B and C	330.00	362.00

* Figures in brackets indicate the average proportion of time spent in *Approved Training* to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

S2.8.8 **Wage rates for Certificate IV Traineeships**

S2.8.8.1 *Trainees* undertaking an AQF IV *Traineeship* shall receive the relevant weekly wage rate for AQF III *Trainees* at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S2.8.8.2 An *Adult Trainee* who is undertaking a *Traineeship* for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	698.00	725.00
Wage Level B	671.00	697.00
Wage Level C	612.00	634.00

S2.8.9 Where a person was employed by the employer under the *Award* immediately prior to becoming an *Adult Trainee* with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a *Trainee*.

S2.8.10 Where a *Traineeship* is converted from an AQF II to an AQF III *Traineeship*, or from an AQF III to an AQF IV *Traineeship*, the Trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S2.8.11 Section A sets out the Wage Level of a *Traineeship*.

S2.8.12 For the purposes of this provision, *out of school* shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S2.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S2.8.12.2 Include any period during which a *Trainee* repeats in whole or part of a year of schooling beyond Year 10;

S2.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S2.8.12.4 Have effect on an anniversary date being January 1 in each year.

S2.8.13 Despite any other clause in this Schedule, *Trainees* may not be employed under this Schedule under the *Traineeship* Schemes and in the areas of employment listed in Section B.

Clause S2.9 Dispute Settling Procedures

For matters not dealt with in accordance with the *Act*, the procedures to avoid industrial disputation contained in the Award will apply to *Trainees*.

Clause S2.10 Dispute Settlement Over Traineeship Schemes

- S2.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular *Traineeship* Scheme despite the allocation of the scheme to a Wage Level by Section A.
- S2.10.2 The party shall:
 - S2.10.2.1 Notify the relevant parties of an intention to dispute the particular *Traineeship Scheme*, identifying the scheme.
 - S2.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
 - S2.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.
 - S2.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *Traineeship* scheme in Section B.

Clause S2.11 Part-Time Traineeships

- S2.11.1 This clause shall apply to *Trainees* who undertake a *Traineeship* on a part-time basis by working less than full-time hours and by undertaking the *Approved Training* at the same or lesser training time than a full-time *Trainee*.
 - S2.11.1.1 A part-time *Trainee* (other than a school-based *Trainee*) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time *Trainee* can be engaged to work for no less than a minimum average of 15 hours per week.
 - S2.11.1.2 A part-time school-based Trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the Trainee remains enrolled in compulsory education.
- S2.11.2 **Wages**
 - S2.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in *Approved Training*. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

<i>Wage Level A</i>	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	14.30
Plus 1 year <i>out of school</i>	11.91	14.30	16.55
Plus 2 years <i>out of school</i>	14.30	16.55	19.30
Plus 3 years <i>out of school</i>	16.55	19.30	22.10
Plus 4 years <i>out of school</i>	19.30	22.10	
Plus 5 or more years	22.10		

<i>Wage Level B</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <i>out of school</i>	11.91	13.79	15.93
Plus 2 years <i>out of school</i>	13.79	15.93	18.62
Plus 3 years <i>out of school</i>	15.93	18.62	21.25
Plus 4 years <i>out of school</i>	18.62	21.25	
Plus 5 or more years	21.25		

<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <i>out of school</i>	11.91	13.79	15.56
Plus 2 years <i>out of school</i>	13.79	15.56	17.40
Plus 3 years <i>out of school</i>	15.56	17.40	19.38
Plus 4 years <i>out of school</i>	17.40	19.38	
Plus 5 or more years	19.38		

Table 2: School based Traineeships (\$ per hour)

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	10.86	11.91
20% loading [S2.11.6.2]	13.03	14.29

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An **adult trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	22.95	23.82
Wage Level B	22.07	22.90
Wage Level C	20.12	20.89

S2.11.3 The hours for which payment shall be made are determined as follows:

S2.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S2.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S2.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S2.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S2.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time **adult trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S2.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S2.11.4 General Formula

S2.11.4.1 For *Traineeships* not covered by S2.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the *Traineeship*, which may also be varied on the basis of the following formula:

$$\text{Full-time wage rate} \quad \times \quad \frac{\text{Trainee hours - average weekly training time}}{30.4^*}$$

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time *Trainees* (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) Full-time wage rate means the appropriate rate as set out in S2.8.4, S2.8.5, S2.8.6 and S2.8.7 of this Schedule.
- (b) *Trainee* hours shall be the hours worked per week including the time spent in *Approved Training*.
- (c) Average weekly training time is based upon the length of the *Traineeship* specified in the *Traineeship Agreement* or *Training Agreement* as follows:

$$\frac{7.6 \times 12}{\text{Length of the } \textit{Traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time *Trainee* whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the *Training Agreement* will require a *Trainee* to be employed for sufficient hours to complete all requirements of the *Traineeship*, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S2.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a *Traineeship* in year 11. The ordinary hours of work in the *Award* are 38. The *Training Agreement* specifies two years (24 months) as the length of the *Traineeship*.

Average weekly training time is therefore $7.6 \times 12/24 = 3.8$ hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job *Approved Training* at school and at TAFE.

So the wage rate in year 11 is:

$$\frac{\$330 \times 15 - 3.8}{30.4} = \$121.58 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if *trainee* hours changes.

S2.11.6 Employment conditions for all part-time trainees

- S2.11.6.1 A part-time *Trainee* shall receive, on a pro-rata basis, all employment conditions applicable to a full-time *Trainee*. All the provisions of the Award shall apply to part-time *Trainees* except as specified in this Schedule.
- S2.11.6.2 However, a *Trainee* undertaking a school based *Traineeship* may, with the agreement of the *Trainee*, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a *Trainee* is called upon to work on a public holiday the provisions of the Award shall apply.
- S2.11.6.3 A part-time *Trainee* may, by agreement, transfer from a part-time to a full-time *Traineeship* position should one become available.
- S2.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time *Trainees*.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

<i>Training Package</i>	<i>Certificate Level</i>
Administration	I II III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II III
Business Services	I II III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction (This Schedule does not apply to these <i>traineeships</i> where another Award already provides for the <i>traineeship</i>)	III
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	II
Hospitality Industry	III
Information Technology	II III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II III
Local Government (General Construction)	III

<i>Training Package</i>	<i>Certificate Level</i>
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II III
National Public Services	II III
Plastics, Rubber and Cable-making	III
Public Services	II III
Retail	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism	I II III
Transport and Distribution	III
	II
Water Industries (Utilities)	III
Wholesale Training	III

Wage Level B

<i>Training Package</i>	<i>Certificate Level</i>
Aeroskills Industry - This Award does not apply to these traineeships where another Award already provides for the traineeship	II
Asset Maintenance	II III
Asset Security	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I II III
Civil Construction (This Schedule does not apply to these traineeships where another Award already provides for the traineeship)	I II
Entertainment Industry	I II III
Extractive Industry	II III
Floristry	II
Food Processing Industry	I

<i>Training Package</i>	<i>Certificate Level</i>
	II
Forest and Forest Products Industry	I II
Gas Industry (Utilities)	II
Hospitality Industry	I II
Local Government (General Construction)	I II
Manufactured Mineral Products	I II
Metal and Engineering Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Plastics, Rubber and Cablemaking	I II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I II
Retail	II
Textile, Clothing and Footwear	I II
Transport and Distribution	I II
Veterinary Nursing	I II III
Water Industry (Utilities)	II
Wholesale Training	II

Wage Level C

<i>Training Package</i>	<i>Certificate Level</i>
Agriculture	I II III
Horticulture	I II III
Music	I II III
Racing Industry	II III
Seafood Industry	I II III

Part B, Old Traineeships Titles and Wage Levels**Wage Level A**

Advanced Engineering Traineeship Level 3
Advanced Engineering - (A/B)
Arts Administration
AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
Bakers Delight - Store Management
Bank Officer
Banking ATS
Basic Horticulture
Basic Horticulture - Local Government (Tas)
Building and Construction Administration Clerk
Certificate Vocational Studies Building and Construction Administration Assistant
Certificate III in Beauty
Certificate III in Care Support Services (Personal Assistant)
Certificate III in Care Support Services (Nursing Assistant)
Certificate III in Floristry
Certificate III in Nail Technology/Small Business
Certificate III in Office Administration
Certificate III in Retail Operations
Child Care Worker
Child Care (NSW)
Child Care (Qld)
Child Care (Tas)
Child Care - Local Govt
Clerical Processing (Health Practice)
Communications - Cabling/Equipment Installation
Communications - Customer Support Streams: Telemarketing; Communications Operator
Construction Worker Grade 2, Fit Out & Finish
Construction Worker Grade 2, Structures
Dental Assistant
Disability
Education Industry Traineeships - all streams
Electrical/Electronics Office Admin
Health Ancillary Worker, Dental Assistant (Public Sector Only)
Health Industry Office Skills
Health Office Skills
Home & Community Care
Integration Aide Stream
Language & Literacy Assistant Stream
Library Aide (Education)
Library Assistant
Library Assistant Stream
Literacy Support (Education)
Local Government Maintenance & Construction (Tas)
Marketing & Management (Cultural Industries)
Media Journalism
Medical Office Skills
Medical Receptionist
Municipal Administration/Local Government Office Library Assistant (Local Government)
Municipal Works (Qld)/Local Government Works (NSW)
Nursing - Division 2 (Enrolled Nurse)
Office Support Stream
Optical Dispensing
Organising Works
Patient Services Assistant (Public Sector Only)
Personal Carer
Real Estate - AVC Pilot
Real Estate Office

Residential Aged Care
State Public Sector Clerical (All States)
Therapy Assistant
Tourism Traineeship - Streams
Youth Worker

Wage Level B

Aluminium Fabrication
Air Freight Forwarding
Automotive Drafting
Baking
Certificate II in Floristry
Certificate II in Make-up Artistry
Certificate II in Nail Technology
Certificate II in Retail Cosmetic Assistant
Certificate in Food Processing (Rice) - Level 1
Certificate in Food Processing (Rice) - Level 2
Certificate in Pharmaceutical Manufacturing - Level 1
Certificate in Pharmaceutical Manufacturing - Level 2
Certificate Vocational Studies - Electrical
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)
Certificate Vocational Studies - Municipal Works
Certificate Level 2 Television Operations Techniques
Chemical
Clothing Production
Communications Systems Installation
Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Computer Assembly
Concrete Worker
Construction Worker Grade 1 - Fit Out & Finish
Construction Worker Grade 1 - Structures
Deckhands
Electrical/Electronic Production CST
Electrical/Electronic Production (non MIA)
Electrical Wholesaling
Electronics Auto Accessories
Electronics Equipment
Electronics Sales
Electrotechnology Manufacturing
Essential Services Operator
Fast Food CST
Fitness Instruction
Food Preparation & Services CST
Food Services (State PS)
Forest Growing
Forest Harvesting
Furnishing Industry Sales (Product Knowledge)
Furniture Production
General & Commercial Waste Management/Resource Recovery
Harvesting
Heating & Cooling
Industrial Blaster/Coater
Lead Lighting
Live Theatre (Technical) (APACA)
Local Government Child Care
Meat Preparation, Packaging & Sales
Merchandising

Millinery
 Municipal & General Waste Management
 Municipal Works (Vic, SA)
 National Meat Processing - Meat Retailing
 National Multimedia Industry
 Panel Products
 Pharmaceutical Manufacturing
 Plastics
 Pulp & Paper Making
 Pulp & Paper Processing
 Retail Operations Certificate 2
 Retail Waste Management
 Sales/Marketing
 Sawmilling & Processing
 Security System Installation
 Support Worker
 Survey Assistant
 Survey Technical Assistant
 Television & Video Production
 Television Operations Techniques
 Television Operation Traineeship
 Textiles
 Timber Merchandising
 Vehicle Industry Certificate
 Vehicle Manufacturing (CST)
 Waste Management
 Waste Operation
 Water Management
 Wholesale Customer Services Sales Representative Traineeship

Wage Level C

Aquaculture (Fin Fish & Shell Fish)
 Community Radio
 Community Radio Broadcasting Certificate 2
 Electro Communications
 Electro Trades
 Floristry
 Introductory Training Program - Fit Out & Finish
 Introductory Training Program - Structures
 Land Conservation & Restoration
 Municipal & General Waste Management
 Municipal & General Waste Management (Operations)
 Music Business
 Personal Carer - Assistant in Nursing/Personal Care worker
 Pulp & Paper CST
 Seafood Handling & Processing
 Stablehand/Track Rider
 Wardsperson

SECTION B

Traineeship schemes excluded from this Award

Nil

APPLICATIONS FILED

<i>File No</i>	<i>Description</i>
02531/2001	AWARD VARIATION Award varied. Sch. 2 Aboriginal Education Workers Trainees. Oupdate 09/02/2001.
05069/2001	AWARD VARIATION Award varied. New Cl. 32 2000 State Wage Case, New Cl. 33 2001 State Wage Case, Sch. 1 Salaries. Oupdate 18/01/2002.
07911/2001	AWARD VARIATION Award varied. Sch. 2 Aboriginal Education Workers Trainees. Oupdate 09/02/2002.
08121/2001	AWARD REVIEW S99 (Reg No. 6) New Award issued. Oupdate 28/11/2001.
06920/2002	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2002. Oupdates ppc 18/01/2003 (re salaries) & ppc 25/01/2003 (re first aid allowance).
07427/2002	AWARD VARIATION Award varied. Sch. 2 Aboriginal Education Workers Trainees re SWC 2002. Oupdate ppc 13/11/2002.
07442/2003	AWARD VARIATION Award varied. Sch 2 - Aboriginal Education Workes Trainess re National Training Wage & SWC 2003. Oupdate ppc 13/11/2003
08349/2003	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2003. Oupdates ppc 18/01/2004 & 25/01/2004.
07555/2004	AWARD VARIATION Award varied. Sch. 2 Aboriginal Education Workers Trainees re SWC 2004. Oupdate ppc 13/11/2004.
00994/2005	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2004. Oupdates ppc 18/01/2005 & 25/01/2005.
04834/2005	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2005. Oupdates ppc 18/01/2006 & 25/01/2006
00956/2006	AWARD VARIATION Award varied. Sch. 1 Salaries re new S1.1.1 hours of attendance for school based Aboriginal Education Workers. Oupdate 15/03/2006.
01008/2006	AWARD VARIATION Award varied. Sch. 2 Aboriginal Education Workers Trainees re SWC 2005. Oupdate ppc 16/03/2006.
01031/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Clause 7.1.3 Personal Leave - Injury & Sickness, New Cl. 7.1.5 Bereavement Leave, New Cl. 7.3 Parental Leave, New Cl. 7.4 Personal Leave to Care for a Family Member. Oupdate 15/03/2006.

<i>File No</i>	<i>Description</i>
06173/2006	AWARD VARIATION Award varied. New Cl. 5.6 Safety Net Adjustments, New Cl. 5.7 Economic Incapacity Applications, Sch. 1 Salaries updates ppc 18 & 25/1/2007. Sch. 2 Aboriginal Education Workers Trainees update ppc 13/11/2006. Re General Appln to Review Wages 2006.
06864/2007	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Aboriginal Education Workers Trainees re SWC 2007. Updates ppc 13/11/2007, 18/01/2008 & 25/01/2008.
06073/2008	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Aboriginal Education Workers Trainees re SWC 2008. Update ppc 01/10/2008.
00536/2009	AWARD VARIATION Award NOT varied. Appln withdrawn re "Minimum Hours of Engagement" and "Contact Time".
03749/2009	AWARD VARIATION Award varied. Cl. 1.1 Title (title changed FROM Aboriginal Education Workers (DEET) Award TO Aboriginal Education Workers (DECS) Award), Cl. 1.5 Definition (re name of Dept.), Cl. 5.1 Classification of Employees (re title of Award), New Cl. 6.7 Minimum Hours of Engagement, Sch. 2 Aboriginal Education Workers Trainees (re title of Award). Update ppc 21/05/2009.
05787/2009	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Aboriginal Education Workers Trainees re SWC 2009. Update ppc 01/10/2009.
04646/2010	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Aboriginal Education Workers Trainees re SWC 2010. Update ppc 01/10/2010.
04074/2011	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2011. Update ppc 01/10/2011.
05864/2011	AWARD VARIATION Award varied. Cl. 5.4 Temporary & Casual employees, Cl. 6.4 Public Holidays re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
02626/2012	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2012. Update ppc 01/07/2012.
02997/2013	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2013. Update ppc 01/07/2013.
04204/2014	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2014. Update ppc 01/07/2014.
06361/2015	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2015. Update ppc 01/07/2015.
3210/2016	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2016. Update ppc 01/07/2016.

<i>File No</i>	<i>Description</i>
3340/2017	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2017. Oupdate ppc 01/07/2017.
4214/2018	AWARD VARIATION Award Varied. Cl. 5.6 Safety Net Adjustment; Cl. 5.7 Economic Incapacity Applications; Sch. 1 Salaries; Sch 2 Aboriginal Education Workers Trainees re SWC 2018. Oupdate ppc 01/07/2018.