



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## CEMETERY EMPLOYEES (SA AUTHORITIES) AWARD

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

#### CLAUSE 1.1 TITLE

OPDATE 17:05:2013 on and from

This Award is known as the "Cemetery Employees (SA Authorities) Award".

#### CLAUSE 1.2 ARRANGEMENT

OPDATE 09:10:2006 1<sup>st</sup> pp on or after

This Award is arranged as follows:

##### 1.2.1 By clause

*Clause No. Title*

#### Part 1 - Application and operation of Award

- 1.1 Title
- 1.2 Arrangement
- 1.3 Scope, persons bound and locality
- 1.4 Commencement date of Award and duration
- 1.5 Definitions
- 1.6 Continuous service

#### Part 2 - Award flexibility

- 2.1 Enterprise flexibility provision

#### Part 3 - Communication, consultation and dispute resolution

- 3.1 Introduction of change
- 3.2 Dispute settlement procedure

#### Part 4 - Employer and employees' duties, employment, relationship and related matters

- 4.1 Anti-discrimination
- 4.2 Employment categories
- 4.3 Termination of employment
- 4.4 Redundancy
- 4.5 Transmission
- 4.6 Service provisions (termination, change and redundancy)

*Clause No. Title*

## **Part 5 - Classifications, wages and related matters**

- 5.1 Classifications
- 5.2 Wage rates
- 5.3 Allowances
- 5.4 Payment of wages
- 5.5 Higher class duties
- 5.6 Superannuation
- 5.7 Safety net adjustments
- 5.8 Economic incapacity applications

## **Part 6 - Hours of work, breaks, overtime and weekend work**

- 6.1 Hours
- 6.2 Working during meal break
- 6.3 Overtime
- 6.4 Call out
- 6.5 Saturday and Sunday work
- 6.6 Public holiday work
- 6.7 Stand by
- 6.8 Make up time
- 6.9 Rostered days off

## **Part 7 - Leave of absence and public holidays**

- 7.1 Annual leave
- 7.2 Personal leave – injury and sickness
- 7.3 Bereavement leave
- 7.4 Parental leave
- 7.5 Personal leave to care for a family member
- 7.6 Public holidays
- 7.7 Trade union training leave
- 7.8 Study/professional development leave

## **Part 8 – Transfers, travelling and working away from usual place of work**

Vacant

## **Part 9 - Training and related matters**

Vacant

## **Part 10 - Occupational health and safety matters, equipment, tools and amenities**

- 10.1 Clothing, equipment and tools

## **Part 11 - Award compliance and union related matters**

- 11.1 Posting of Award
- 11.2 Right of entry of union officials

## **Schedules**

- Sch. 1 Classifications
- Sch. 2 Wage rates
- Sch. 3 Allowances
- Sch. 4 Supported wage provisions
- Sch. 5 Training wage arrangements

### 1.2.2 In alphabetical order

*Clause no. Subject matter*

Sch. 3	Allowances (also 5.3)
4.1	Anti-discrimination
1.2	Arrangement
7.1	Annual leave
7.3	Bereavement leave
6.4	Call out
Sch. 1	Classifications (also 5.1)
10.1	Clothing, equipment and tools
1.4	Commencement date of Award and duration
1.6	Continuous service
1.5	Definitions
3.2	Dispute settlement procedure
5.8	Economic incapacity applications
4.2	Employment categories
2.1	Enterprise flexibility provision
5.5	Higher class duties
6.1	Hours
3.1	Introduction of change
6.8	Make up time
6.3	Overtime
7.4	Parental leave
5.4	Payment of wages
7.5	Personal leave to care for a family member
7.2	Personal leave – injury and sickness
11.1	Posting of Award
7.6	Public holidays
6.6	Public holiday work
4.4	Redundancy
11.2	Right of entry of union officials
6.9	Rostered days off
5.7	Safety net adjustments
6.5	Saturday and Sunday work
1.3	Scope, persons bound and locality
4.6	Service provisions (termination, change and redundancy)
6.7	Stand by
7.8	Study/professional development leave
5.6	Superannuation
Sch. 4	Supported wage provisions
Sch. 5	Training wage arrangements
4.3	Termination of employment
1.1	Title
7.7	Trade union training leave
4.5	Transmission
Sch. 2	Wage rates (also 5.2)
6.2	Working during meal break

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

OPDATE 17:05:2013 on and from

- 1.3 This Award is binding upon:
- 1.3.1 The Chief Executive, Department of the Premier and Cabinet in respect to employees of the Adelaide Cemeteries Authority; and
  - 1.3.2 Centennial Park Cemetery Authority; and
  - 1.3.3 Employees who are classified in accordance with the classifications in Schedule 1.

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

OPDATE 17:05:2013 on and from

This Award, as varied by section 99 review, operates on and from 17 May 2013 and continues in force as amended from time to time until rescinded or replaced.

**CLAUSE 1.5 DEFINITIONS**

OPDATE 17:05:2013 on and from

1.5.1 **Act** means the *Fair Work Act 1994*.

1.5.2 **Commission** means the Industrial Relations Commission of South Australia.

1.5.3 **Continuous service** means service as prescribed in clause 1.6.

1.5.4 **RDO** means rostered day off.

1.5.5 **Spouse** includes a defacto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.

1.5.6 **Union** means the Amalgamated AWU (S.A.) State Union.

1.5.7 **Weeks pay** means the ordinary time rate of pay for the employee concerned as defined in clause 4.4.1.

**CLAUSE 1.6 CONTINUOUS SERVICE**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

**1.6.1 Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the **Act** or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be

given during the period of absence or no later than 14 days after the end of the period of absence.

#### 1.6.2 **Calculation of period of service**

Where an employee is continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- (a) To the extent that the employee receives or is entitled to receive pay for the period; or
- (b) Where the absence results from a decision of the employer to stand the employee off without pay.

## PART 2 - AWARD FLEXIBILITY

### CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISION

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

- 2.1.1 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. The **Union** will be entitled to be represented when it has one or more members employed by the employer at that site.
- 2.1.2 The particular consultative mechanisms and procedures must be appropriate to the size, structure and needs of the enterprise or workplace.
- 2.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.
- 2.1.4 Where an agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary must be made to the **Commission**. The agreement must be made available in writing, to all employees at the enterprise or workplace and the **Union**.
- 2.1.5 When this award is varied to give effect to an agreement made pursuant to this clause the variation will become a schedule to this award and the variation will take precedence over any provision of this award to the extent of any expressly identified inconsistency.
- 2.1.6 The agreement must meet the following requirements to enable the **Commission** to vary this award to give effect to it:
  - 2.1.6.1 That the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
  - 2.1.6.2 That the majority of employees covered by the agreement genuinely agree to it;
  - 2.1.6.3 That the award variation necessitated by the agreement is consistent with the requirements of Section 79 of the **Act**.
- 2.1.7 The failure by an employer to give the **Union** an opportunity to be involved in the consultative process leading to the making of an agreement may result in the **Commission** adjourning or refusing the application to vary the Award.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 3.1.1 Notification of intended changes

3.1.1.1 Where an employer has made a firm decision to implement changes in production, programme, organisation, structure or technology that are likely to have **significant effects** on employees, the employer must as soon as practicable notify the employees who may be affected by the proposed changes and their **Union**.

3.1.1.2 **Significant effects** include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Award makes provision for alteration of any of these matters, an alteration will be deemed not to have **significant effect**.

#### 3.1.2 Consultation with employees and their union

3.1.2.1 The employer must discuss with the employees affected and their **Union**, among other things:

- (a) the introduction of the changes referred to in ;
- (b) the effects the changes are likely to have on employees;
- (c) measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or their **Union** in relation to the changes.

3.1.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in .

3.1.2.3 For the purpose of such discussion, the employer must provide in writing to the employees concerned and the **Union**:

- (a) all relevant information about the changes including the nature of the changes proposed; and
- (b) the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

**CLAUSE 3.2 DISPUTE SETTLEMENT PROCEDURE**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

- 3.2.1 As soon as is practicable after a dispute or claim has arisen, the employee concerned may either take the matter up with their immediate supervisor or seek to have the matter raised by the job delegate on their behalf affording them the opportunity to remedy the cause of the dispute or claim.
- 3.2.2 If the matter is not settled at this stage the employee may, if the employee so desires, ask the job representative to submit the matter to management on their behalf.
- 3.2.3 If the matter is not settled at this stage the employee or job steward concerned will notify a duly authorised officer of the employees **Union** who will take the matter up with the employer or the employers representative.
- 3.2.4 If the matter is not settled at this stage it will be submitted to the **Commission**.
- 3.2.5 Without prejudice to either party, work will continue in accordance with the Award while the matters in dispute are being dealt with in accordance with this clause.



## PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

### CLAUSE 4.1 ANTI-DISCRIMINATION

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

- 4.1.1 It is the intention of the parties to this award to achieve the principal object in section 3(m) of the **Act** 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 Any 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 or 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 or adherents of the religion or creed.

### CLAUSE 4.2 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 1<sup>st</sup> pp on or after

#### 4.2.1 **Probationary employment**

New employees may be engaged on a probationary period not exceeding three months.

#### 4.2.2 **Weekly hired employment - full time**

The contract of hiring of every employee will, in the absence of a contract in writing to the contrary, be deemed to be a hiring by the week.

#### 4.2.3 **Casual employment**

- 4.2.3.1 A casual employee is one engaged by the hour on a contract of hiring less than by the week and will be paid at a minimum rate per hour higher by 20 per centum than the applicable rate. This will be deemed to be the employee's ordinary rate for the purpose of calculating overtime rates.

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.

- 4.2.3.2 A casual employee will not be entitled to any of the benefits prescribed under Part 7 - Leave of Absence and Public Holidays.
- 4.2.3.3 A casual employee must be paid for a minimum of 4 hours for every day on which the employee is engaged.

### CLAUSE 4.3 TERMINATION OF EMPLOYMENT

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 4.3.1 Notice of termination by employer

- 4.3.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than one years	at least 1 week
More than one year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

- 4.3.1.2 In addition to the notice in 4.3.1.1, employees over forty-five years of age at the time of the giving of notice with not less than two years **continuous service** are entitled to additional notice of one week.
- 4.3.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.3.1.1 and/or 4.3.1.2 and/or 4.4.4 must be made if the appropriate notice of period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 4.3.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 4.3.1.5 The period of notice in this clause does not apply in the case of:
- dismissal for conduct that at common law justifies instant dismissal;
  - casual employees;
  - employees engaged for a specific period of time; or
  - for a specific task or tasks.

#### 4.3.2 Time off during notice period

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

#### 4.3.3 Statement of employment

At the employee's request the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

#### 4.3.4 Payment in lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as **continuous service** with the employer for the purposes of computing any **service** related entitlement of the employee.

#### 4.3.5 Notice of termination by employees

In order to terminate employment an employee must give the employer the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	at least 1 week
More than 1 year	at least 2 weeks

### CLAUSE 4.4 REDUNDANCY

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 4.4.1 Definitions

**Redundancy** in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and **redundant** has a corresponding meaning.

**Small business** means an employer who employs fewer than 15 employees.

**Weeks pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.4.2 Exclusions

4.4.2.1 This clause does not apply to employees with less than 1 year of **continuous service**. The general obligation of employers should be no more than to give such employees an indication of the impending **redundancy** at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

4.4.2.2 This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

#### 4.4.3 Discussions before termination

4.4.3.1 Where an employer has made a firm decision that the employer no longer requires the job the employees have been doing done by anyone, and that decision may lead to termination of employment, the employer must have discussions, as soon as practicable, with the employees directly affected and with the **Union**. Discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations; and
- (c) measures to mitigate the adverse effects of any terminations on the employees concerned.

4.4.3.2 For the purpose of such discussion the employer must, as soon as practicable, provide in writing to the employees concerned and the **Union**, all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations;
- (b) the number and categories of employees likely to be affected;
- (c) the number of workers normally employed; and
- (d) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests.

#### 4.4.4 Period of notice of termination on redundancy

4.4.4.1 If the services of an employee are to be terminated due to **redundancy** such an employee must be given notice of termination as prescribed by clause 4.3.

4.4.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes, in the industry in relation to which the employer is engaged, must be given not less than 3 months notice of termination.

4.4.4.3 Should the employer fail to give notice of termination as required in 4.4.4.1 or 4.4.4.2 the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be **service** with the employer for the purpose of the *Long Service Leave Act 1987*.

#### 4.4.5 Time off during notice period

4.4.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.4.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.5.3 The time off during notice period entitlements under this clause 4.4.5 apply in lieu of the provisions of 4.3.2.

#### 4.4.6 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of **redundancy** the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:

- (a) a written statement of the reason(s) for the termination(s);
- (b) the number and categories of the employees likely to be affected; and
- (c) the period over which the termination(s) are intended to be carried out.

#### 4.4.7 Severance pay

4.4.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in clause 4.3 and 4.4.4.

##### 4.4.7.2 Severance pay - employees of a small business

An employee of a **small business** as defined in 4.4.1 whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and over	8 <b>weeks pay</b>

\* **Weeks pay** is defined in 4.4.1.

##### 4.4.7.3 Severance pay - other than employees of a small business

An employee, other than an employee of a **small business** as defined in 4.4.1, whose employment is terminated by reason of **redundancy**, is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and less than 5 years	8 <b>weeks pay</b>
5 years and less than 6 years	10 <b>weeks pay</b>
6 years and less than 7 years	11 <b>weeks pay</b>
7 years and over	12 <b>weeks pay</b>

##### 4.4.7.4 Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 4.4.7.3 an employee with not less than 10 years **continuous service**, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

\* **Weeks pay** is defined in 4.4.1.

4.4.7.5 Continuity of **service** will be calculated in the manner prescribed by clause 1.6.

4.4.7.6 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

4.4.7.7 An employer may apply to the **Commission** for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment, or part of it, is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme, and which are paid or payable to the employee on **redundancy** occurring.

#### 4.4.8 **Incapacity to pay**

The **Commission** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 4.4.9 **Alternative employment**

An employer may make application to the **Commission** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### 4.4.10 **Written notice**

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment.
- (b) Details of the monetary entitlements of the employee upon the termination of the employee's employment, including the manner and method by which those entitlements have been calculated.
- (c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.
- (d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

#### 4.4.11 **Transfer to lower paid duties**

Where an employee whose job has become **redundant** accepts an offer of alternative work by the employer, the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

#### 4.4.12 **Employee leaving during notice**

An employee whose employment is terminated on account of **redundancy** may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

#### 4.4.13 **Transmission of business**

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.5.2 or 4.5.3 are met.

#### 4.4.14 **Contrived arrangements**

Subject to an order of the **Commission**, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.4.7.3 or 4.4.7.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.4.7.2.

### **CLAUSE 4.5 TRANSMISSION**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 4.5.1 **Transmission of business**

This clause applies where a business, undertaking or establishment, or any part thereof, has, been transmitted from an employer (the **transmittor**) to another employer (the **transmittee**).

**Transmission** without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law. **Transmitted**, **transmittor** or **transmittee** have a corresponding meaning.

#### 4.5.2 **Acceptance of employment with transmittee**

Subject to further order of the **Commission** where a person who at the time of the **transmission** was an employee of the **transmittor** in that business, undertaking, establishment, or part thereof becomes an employee of the **transmittee**:

4.5.2.1 The period of service which the employee has had with the **transmittor** or any prior **transmittor** for the purpose of calculating any entitlement will be deemed to be service of the employee to service-related periods of notice or severance payments; and

4.5.2.2 The provisions of clause 4.4 do not apply in respect of the termination of the employee's employment with the **transmittor**.

#### 4.5.3 **Offer of employment with the transmittee**

An employee is not entitled to benefits under clause 4.4 in respect to termination of employment resulting from transmission of the business, undertaking, establishment or part thereof if:

4.5.3.1 The employee is offered employment by the **transmittee**;

4.5.3.2 The offer is made before the **transmission** of the business, undertaking, establishment or part thereof;

4.5.3.3 The terms and conditions of the new employment offered:

(a) are not substantially different from those applying to the employment with the **transmittor**; or

(b) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.5.3.4 The employee unreasonably refuses to accept the offer.

**CLAUSE 4.6 SERVICE PROVISIONS  
(TERMINATION, CHANGE AND REDUNDANCY)**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

**4.6.1 Continuity of service**

For the purpose of clause 4.3 and 4.4 *service* means *continuous service* (as defined in clause 1.6).

**4.6.2 Service with two or more corporations**

Where an employee has been employed by two or more corporations, that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the service of the employee with each such corporation must be included in the calculation of the employee's *continuous service* for the purpose of determining the employee's entitlements pursuant to clauses 4.3 and 4.4.



## **PART 5 - CLASSIFICATIONS, WAGES AND RELATED MATTERS**

### **CLAUSE 5.1 CLASSIFICATIONS**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after  
Classifications appear in Schedule 1.

### **CLAUSE 5.2 WAGE RATES**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after  
Wage rates appear in Schedule 2.

### **CLAUSE 5.3 ALLOWANCES**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

5.3.1 All allowances appear in Schedule 3.

#### **5.3.2 Leading hand allowance**

An employee required to act as a Leading Hand will be paid an allowance prescribed in Schedule 3.

#### **5.3.3 Meal allowance**

An employee required to work overtime for more than 2 hours without being notified on the previous day or earlier will either be supplied with a meal by the employer or paid an amount prescribed by Schedule 3 to meet the cost of a meal.

#### **5.3.4 Wet surface allowance**

Work by Cemetery employees filling in or digging graves under wet or muddy conditions caused by rain or natural soakage will be paid the allowance prescribed in Schedule 3.

The Senior Superintendent will, in consultation with the employees, decide the application of the allowance. Any dispute arising under this subclause as to whether the work is of such nature that the allowance should apply must be dealt with in accordance with Clause 3.2 Dispute Settlement Procedure.

#### **5.3.5 Cleaning combustion chamber of rubbish incinerator allowance**

An employee engaged in cleaning the combustion chamber of a rubbish incinerator will be paid an allowance as prescribed in Schedule 3.

#### **5.3.6 Cleaning public or staff toilets allowance**

An employee engaged in cleaning public or staff toilets will be paid an allowance as prescribed in Schedule 3.

#### **5.3.7 Exhumation allowance**

An employee is entitled to receive an exhumation allowance as prescribed in Schedule 3 whenever the employee performs an exhumation.

An exhumation is a process initiated by the legal authorities of the Attorney General and the approved interested party, and is the disinterment of the remains of a body from a grave, requiring an employee to enter the grave to remove as much human or other remains (including the coffin) intact as is practicable. An employee also participates in the process of an exhumation where the employee must personally handle human remains in the exhumation procedure as described above.

### 5.3.8 **Lift and deepen allowance**

An employee is entitled to receive a Lift and Deepen allowance as prescribed in Schedule 3 whenever the employee performs work a lift and deepen procedure.

This procedure is distinct from an exhumation in that it is performed at the request of the person with authority over the grant in order to accommodate further burials within an existing grave site. Unlike an exhumation, a lift and deepen can only occur after five years has elapsed from the date of the last burial in the grave site (or at such longer period as prescribed by the cemetery authority), and is the disinterment of the remains from a grave, wherein an authorised employee must physically recover the remains from a grave and reinterred the remains into the same grave at a greater depth.

### 5.3.9 **Re-use allowance**

An employee is entitled to receive a Re-use allowance as prescribed in Schedule 3 whenever the employee performs a re-use procedure.

This procedure is distinct from an exhumation and a lift and deepen. It is the opening of a gravesite at the discretion and initiative of the cemetery authority where the site licence has expired and the site has been or may be relicensed to a third party, and is the disinterment of the skeletal and coffin remains from a grave (where such remains are actually found), where an authorised employee(s) must recover the remains from a site in accordance with Cemetery authority procedure.

## **CLAUSE 5.4 PAYMENT OF WAGES**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

5.4.1 All wages and allowances must accrue and become payable from week to week and will be payable weekly or fortnightly as may be determined by the employer. Wages must be paid during working hours.

5.4.2 Payment of overtime worked within the pay week and before the pay day need not be made until the succeeding pay day.

## **CLAUSE 5.5 HIGHER CLASS DUTIES**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Any employee who is required to work on any day in a higher classification must be paid at the higher rate for the whole of that day.

## **CLAUSE 5.6 SUPERANNUATION**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### **CLAUSE 5.7 SAFETY NET ADJUSTMENTS**

OPDATE 01:07:2018 1<sup>st</sup> 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 5.8 ECONOMIC INCAPACITY APPLICATIONS**

OPDATE 01:07:2018 1<sup>st</sup> 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 AND WEEKEND WORK**

### **CLAUSE 6.1 HOURS**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

6.1.1 The ordinary working hours will not exceed an average of 38 per week.

6.1.2 The ordinary working hours will be worked between the hours of 7.00 a.m. and 5.00 p.m. Mondays to Fridays, both inclusive.

6.1.3 Not less than 30 minutes must be allowed to employees for lunch on each day Monday to Friday between 11.00 a.m. and 2.00 p.m. unless otherwise agreed between the employer and the employees.

#### **6.1.4 Implementation of working hours**

The method of implementing working hours may be any one of the following cycles. Any work cycle involving rostered time off will only be implemented with the mutual consent of the employer and employees:

- (a) working less than 8 ordinary hours each day; or
- (b) working less than 8 ordinary hours on one or more days each week; or
- (c) fixing one week day on which all employees will be off during a particular work cycle; or
- (d) rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle; or
- (e) any other method of implementation negotiated between individual employers and the employees concerned.

### **CLAUSE 6.2 WORKING DURING MEAL BREAK**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

6.2.1 An employee must not be required to work for more than five hours without a meal break, and;

- (a) time and a half rates will be paid until the meal break of customary duration occurs;
- (b) by agreement between an employer and an employee or majority of employees in the work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break;
- (c) the time of taking a scheduled meal break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations;
- (d) the employer may stagger the time of taking a meal to meet operational requirements within the times prescribed by Clause 6.1.3.

### **CLAUSE 6.3 OVERTIME**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

6.3.1 All time worked outside the times or in excess of the daily or weekly hours prescribed by Clause 6.1 must be paid for at the rate of time and a half for the first 2 hours and double time thereafter.

6.3.2 For the purpose of this clause each day will stand alone.

### 6.3.3 Time off in lieu of payment for overtime

Despite provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- 6.3.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of overtime at a time or times agreed with the employer.
  - 6.3.3.2 Overtime taken as time off during ordinary time hours is to be taken at the ordinary time rate, that is an hour for each hour worked.
  - 6.3.3.3 An employer must, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this Clause, for any overtime worked under this provision where such time has not been taken within four weeks of accrual.
- 6.3.4 Clause 6.3.3 is subject to the employer informing the **Union** of the intention to introduce an enterprise system of time off in lieu of overtime flexibility, and providing a reasonable opportunity for the **Union** to participate in negotiations.

### CLAUSE 6.4 CALL OUT

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Where an employee is called back for overtime duty between the hours of 5.00 p.m. and 7.00 a.m. or at a time when the employee is entitled to be free on any day, the employee is entitled to payment of 4 hours at overtime rates for each call back. If however, an employee is notified before 5.00 p.m. to attend for overtime duty immediately after a meal break observed between 5.00 p.m. and 6.00 p.m. or where overtime duty is worked in a consecutive period up to 7.00 a.m. on any day the above minimum guarantee will not apply.

### CLAUSE 6.5 SATURDAY AND SUNDAY WORK

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

- 6.5.1 All work performed on a Saturday must be paid for at the rate of time and a half for the first 3 hours and double time thereafter. All work performed after 12.00 noon on a Saturday must be paid for at the rate of double time.
- 6.5.2 All time worked on Sunday must be paid for at the rate of double time.
- 6.5.3 Any employee required to work on a Saturday or Sunday must be paid a minimum of 3 hours at the appropriate overtime rate.

### CLAUSE 6.6 PUBLIC HOLIDAY WORK

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Any employee who works on any gazetted holiday must be paid for the time so worked at the rate of double time and a half.

### CLAUSE 6.7 STAND BY

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Any employee directed by the employer to stand by in readiness for work, at the employees home or any other place other than at a place of work, must be paid at ordinary rates until such time as the direction to stand-by is withdrawn by the employer.

**CLAUSE 6.8 MAKE UP TIME**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

6.8.1 Despite provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of "make up time" provided that:

6.8.1.1 An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at a later time during the spread of ordinary hours provided in the Award.

6.8.1.2 An employee on shift work may elect, with consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

6.8.2 The provisions of 6.8.1 are subject to the employer informing the **Union** of the intention to introduce an enterprise system of "make up time", and providing a reasonable opportunity for the Union to participate in negotiations.

**CLAUSE 6.9 ROSTERED DAYS OFF**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

6.9.1 Despite provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of **RDO** to provide that:

6.9.1.1 An employee may elect, with the consent of the employer, to take a **RDO** at any time.

6.9.1.2 An employee may elect, with the consent of the employer to take **RDO's** in part day amounts.

6.9.1.3 An employee may elect, with the consent of the employer, to accrue some or all **RDO's** for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

6.9.2 Clause 6.9.1 is subject to the employer informing the **Union** of the intention to introduce an enterprise system of **RDO** flexibility, and providing a reasonable opportunity for the **Union** to participate in negotiations.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### CLAUSE 7.1 ANNUAL LEAVE

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 7.1.1 Entitlement to annual leave

An employee (other than an casual employee) is entitled to 4 week's annual leave for each completed year of continuous service.

Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

#### 7.1.2 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

#### 7.1.3 Accrual of annual leave entitlement

7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of *continuous service*:

7.1.3.1(a) *Full-time employee*: 152 hours per annum.

7.1.3.1(b) *Part-time employee*:  $\frac{152}{38}$  x average weekly ordinary hours over previous 12 months.

7.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.

#### 7.1.4 Time of taking annual leave

7.1.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5.

7.1.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

7.1.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

7.1.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

### 7.1.5 Payment for annual leave

7.1.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

7.1.5.2 Upon termination of employment an employee must be paid for leave accrued in accordance with 7.1.3 which has not been taken.

### 7.1.6 Annual leave loading

7.1.6.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.5 at the time that payment is made.

7.1.6.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5% then the shift loadings must be substituted for the 17.5% loading prescribed in 7.1.6.1.

7.1.6.3 Annual Leave loading payment is not payable on leave accrued in accordance with 7.1.3.2.

### 7.1.7 Shut down

7.1.7.1 Where an employer requires the business operation or part of it to be temporarily shut down the employee may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months (or the existing award provision) before the period of annual leave is to begin.

7.1.7.2 No more than two shut downs can occur in one calendar year.

7.1.7.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full years entitlement to annual leave,

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.1.3.2.

7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.

7.1.7.5 All time that the employee is stood off without pay for the purpose of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

## CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

### 7.2.1 Entitlement to personal leave

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

7.2.1.1 Is entitled to take personal leave if the employee is too *ill* to work;

7.2.1.2 For the purposes of this clause the word *illness* includes personal injury but does not include any injury for which compensation is payable under the *Worker's Rehabilitation and Compensation Act 1986*, as amended.



## 7.2.2 Accrual of personal leave entitlement

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

7.2.2.1(a) For the first year of **continuous service** - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and

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

(i) a full time employee accrues 76 hours.

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

$$\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months}$$

7.2.2.2 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.

## 7.2.3 Conditions for payment of personal leave

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

7.2.3.1 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

7.2.3.2 The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.2.3.3 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.

## CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

### 7.3.1 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.

### 7.3.2 Unpaid entitlement to leave

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

### 7.3.3 Effect of other leave

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

## CLAUSE 7.4 PARENTAL LEAVE

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

### 7.4.1 Definitions

In this clause, unless the contrary intention appears:

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

7.4.1.2 **Adoption leave** means adoption leave provided under 7.4.3.4.

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

means a **child** under the age of 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.

7.4.1.4 **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.

7.4.1.5 **Extended adoption leave** means **adoption leave** provided under 7.4.3.4(b).

7.4.1.6 **Extended paternity leave** means **paternity leave** provided under 7.4.3.3(b).

7.4.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.

7.4.1.8 **Maternity leave** means maternity leave provided under 7.4.3.2.

7.4.1.9 **Medical certificate** means a certificate as prescribed in 7.4.5.1.

7.4.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.

7.4.1.11 **Paternity leave** means paternity leave provided under 7.4.3.3.

7.4.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.

7.4.1.13 **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).

7.4.1.14 **Short adoption leave** means **adoption leave** provided under 7.4.3.4(a).

7.4.1.15 **Special adoption leave** means **adoption leave** provided under 7.4.10.

7.4.1.16 **Special maternity leave** means **maternity leave** provided under 7.4.9.1.

7.4.1.17 **Spouse** includes a defacto spouse or a former spouse.

#### 7.4.2 **Employer's responsibility to inform**

7.4.2.1 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.

#### 7.4.3 **Eligibility for and entitlement to parental leave**

7.4.3.1 Subject to the qualifications in 7.4.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

7.4.3.1(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).

7.4.3.1(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**.

7.4.3.1(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.

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

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

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

7.4.3.3(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**).

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

7.4.3.4(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**).

- 7.4.3.4(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**).

#### 7.4.4 Qualifications on entitlements and eligibility

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

#### 7.4.5 Certification required

- 7.4.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a **medical certificate** 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.
- 7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:
- 7.4.5.2(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**.
  - 7.4.5.2(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.

#### 7.4.6 Notice requirements

##### 7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.1(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.

##### 7.4.6.2 Paternity leave

An employee must:

- 7.4.6.2(a) Not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.
- 7.4.6.2(b) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

##### 7.4.6.3 Adoption leave

An employee must:

- 7.4.6.3(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- 7.4.6.3(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.

- 7.4.6.3(c) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- 7.4.6.3(d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

#### 7.4.6.4 Unforeseen circumstances

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

- (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.

#### 7.4.7 **Taking of parental leave**

- 7.4.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.
- 7.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 7.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 7.4.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 7.4.7.5 Subject to 7.4.4 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.
- 7.4.7.6 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.

- 7.4.7.7 Where leave is granted under 7.4.7.5, 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.
- 7.4.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 7.4.7.9 **Adoption leave** cannot extend beyond the **child's** fifth birthday.
- 7.4.7.10 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- 7.4.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 7.4.15.
- 7.4.8 **Variation and cancellation of parental leave**
- 7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, **parental leave** may be varied as follows:
- 7.4.8.1(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.
- 7.4.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 7.4.8.2 **Parental leave**, if applied for but not commenced, is cancelled:
- (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.
- 7.4.8.3 If, after the commencement of any **parental leave**:
- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work,
- the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 7.4.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.
- 7.4.9 **Special maternity leave and personal leave**
- 7.4.9.1 If:
- (a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 7.2; or
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 7.4.3.2 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

7.4.9.2 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**.

7.4.9.3 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.

7.4.9.4 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.

#### 7.4.10 **Special adoption leave**

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

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

7.4.10.3 The leave under this clause 7.4.10 is to be known as **special adoption leave** and does not affect any entitlement under 7.4.3.

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

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

#### 7.4.11 **Transfer to a safe job - maternity leave**

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

(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**.

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

7.4.11.3 Leave under this clause 7.4.11 will be treated as **maternity leave**.

#### 7.4.12 **Part-time work**



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

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

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

#### 7.4.13 **Communication during parental leave**

7.4.13.1 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**.

7.4.13.2 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.

7.4.13.3 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 7.4.13.1.

#### 7.4.14 **Return to work after parental leave**

7.4.14.1 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**.

7.4.14.2 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.

7.4.14.3 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.

7.4.14.4 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.

#### 7.4.15 Right to request

7.4.15.1 An employee entitled to **parental leave** pursuant to clause 7.4.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid **parental leave** provided for in 7.4.3.2 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.

7.4.15.2 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.

7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.

7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(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**.

#### 7.4.16 Termination of employment

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

7.4.16.2 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.

#### 7.4.17 Replacement employees

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

7.4.17.2 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 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### 7.5.1 Definitions

- 7.5.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.
- 7.5.1.2 **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.
- 7.5.1.3 **Personal leave** means leave provided for in accordance with clause W.1.
- 7.5.2 **Paid personal leave to care for a family member**
- 7.5.2.1 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 76 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.
- 7.5.2.2 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.
- 7.5.2.3 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.
- 7.5.2.4 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.
- 7.5.2.5 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.
- 7.5.2.6 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.
- 7.5.2.7 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.

### 7.5.3 Unpaid personal leave to care for a family member

- 7.5.3.1 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.
- 7.5.3.2 The employer and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.
- 7.5.3.3 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 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

### 7.5.4 Single day absences

Single day absences may be taken for *personal leave to care for a family member* as provided for in Clause 7.1.4 Time of Taking Annual Leave.

### 7.5.5 Casual employees caring responsibilities

- 7.5.5.1 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 7.5 and 7.3, 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.
- 7.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.5.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 7.5.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 7.5.5.4 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.
- 7.5.5.5 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.

## CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

- 7.6.1 Employees (other than casual employees) are entitled to any of the following holidays without deduction of pay:

New Year's Day,  
Australia Day,  
Good Friday,  
Easter Monday,  
Anzac Day,  
Adelaide Cup Day,  
Labor Day,  
Queen's Birthday,  
Christmas Day,  
Proclamation Day,

and any other days which by an Act of Parliament or by proclamation may be created a public holiday or may be substituted for any of such holidays. If an employee fails, without reasonable cause to report for work on the working day immediately preceding or on the working day immediately following a public holiday, the employee is not entitled to be paid for that public holiday. Reasonable cause must be proven by the employee if so required.

#### **CLAUSE 7.7 TRADE UNION TRAINING LEAVE**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

7.7.1 Employees who are members of the *Union*, will be allowed leave with pay of up to a maximum of five days per annum to attend Trade Union Training courses on the following conditions:

- (a) not less than four weeks notice is given to the employer of the date of commencement of the training course;
- (b) the employer is able to make adequate staffing arrangements during the period of such leave;
- (c) leave under this clause is limited to five days per year for any one employee at a cemetery;
- (d) such leave is counted as continuous service for all purposes of the award and for purposes of long service leave entitlements;
- (e) that an employee must have completed a period of 12 months service with an employer before proceeding on such leave.

#### **CLAUSE 7.8 STUDY/PROFESSIONAL DEVELOPMENT LEAVE**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

7.8.1 Employees undertaking study courses will be permitted time off with pay subject to:

- (a) such courses being appropriate to employment; and
- (b) such courses being approved and authorised by the employer.

7.8.2 Where an employee is required by the employer to undertake a study course or attend a training course, the employer will, on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course(s).

**PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Vacant

## **PART 9 - TRAINING AND RELATED MATTERS**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

Vacant

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **CLAUSE 10.1 CLOTHING, EQUIPMENT AND TOOLS**

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

#### **10.1.1 Overalls and/or dustcoats**

- 10.1.1.1 Manual grave diggers are to be supplied all necessary protective clothing (free of cost). Such clothing is to be replaced by the employer as required.
- 10.1.1.2 Chapel attendants are to be supplied with the attire necessary to their duties (free of cost) or an allowance paid in lieu. Such clothing where supplied is to be replaced by the employer as required.
- 10.1.1.3 All others (except casual employees) will after one months service be issued with two pairs of overalls without charge. Laundering and maintenance, is the responsibility of the employee concerned.
- 10.1.1.4 The issue of overalls is subject to the employee concerned signing an undertaking:
- (a) to wear the overalls whenever required to do so for safety reasons, and
  - (b) where safety reasons for wearing overalls do not apply, to wear the overalls regularly in the course of their employment.
- 10.1.1.5 An issue of replacement overalls will be made on a fair wear and tear basis at the employers discretion, which would not normally exceed one new pair of overalls per year per employee.
- 10.1.1.6 Any wilful loss or damage due to neglect must be paid for by the employee.
- 10.1.1.7 Upon termination of employment overalls less than 6 months old must be returned to the employer, but may be purchased by the employee for one-half of the total cost.
- 10.1.1.8 Any laundering costs incurred by employees following exhumations must be met by the employer.

#### **10.1.2 Safety footwear**

- 10.1.2.1 An employee (other than casual) after one months service may apply for a subsidy of \$20.24 towards the cost price of approved safety footwear purchased by employees.
- 10.1.2.2 The employee will be entitled to the subsidy for the purchase of replacement safety footwear, if in the opinion of the employer the footwear is worn out beyond useful wear and effective repair.
- 10.1.2.3 The subsidy will take the form of a reimbursement after the employee has purchased approved safety footwear and will be available for the purchase of up to two pairs per annum.
- 10.1.2.4 An employee will be required to present suitable evidence of payment, e.g. receipt for the safety footwear, to claim reimbursement of the subsidy.



### 10.1.3 **Safety precaution**

- 10.1.3.1 Whilst any cremation is in progress, no operator will be required or permitted to operate a furnace unless there is another employee in the precincts of the crematorium building.
- 10.1.3.2 Where an employee is working in ground at a depth of 1.5 metres or greater they will be assisted by another employee and, if considered necessary by the cemetery foreman, will be given protection by means of timbering or other adequate protection to avoid danger from falling earth or masonry.
- 10.1.3.3 Where any grave is dug or reopened, planking must be provided by the employer and used by the gravedigger for the safe conduct of the funeral for which preparation is being made.
- 10.1.3.4 An employee must, during working hours and at the employer's expense, receive from a qualified medical practitioner an anti-tetanus injection and subsequent booster injections if the employee desires such medical protection.

### 10.1.4 **First-aid attendants**

A certified first-aid attendant who is nominated by the employer to act on such certificate must be paid the allowance as prescribed by Schedule 3.

## PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

### CLAUSE 11.1 POSTING OF AWARD

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

A copy of this Award and formal notices will be displayed on a notice board in the amenities block.

### CLAUSE 11.2 RIGHT OF ENTRY OF UNION OFFICIALS

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

11.2.1 An accredited officer of the **Union** must be permitted to enter the premises of the employer at which one or more members of the **Union** works, for the following purposes:

- (a) inspect time books and wage records of members;
- (b) inspect the work carried out by employees who are members of the **Union** and note the conditions under which the work is carried out;
- (c) if specific complaints of non-compliance with the award or enterprise agreement have been made - interview employees who are members of the **Union** about the complaints.

11.2.2 Before an official exercises these powers, the official must give reasonable notice to the employer and comply with any other requirements imposed by the award.

11.2.3 A person exercising these powers must not -

- (a) harass an employer or employee; or
- (b) hinder or obstruct an employee in carrying out a duty of employment.

## SCHEDULE 1 - CLASSIFICATIONS

OPDATE 24:03:2006 1<sup>st</sup> pp on or after

### CEMETERY EMPLOYEE GRADE 1 (G1)

1. A Cemetery Employee (General) Grade 1 is a person who is required by the employer to meet any of the following criteria:

(a) Service Level

Has less than three months experience/engagement in the Cemetery Industry.

OR

(b) Indicative Tasks

Performs work of a level commensurate with the following indicative tasks:

- \* General maintenance and cleaning duties.

Such as raking leaves, sweeping, digging, handwatering, minor pruning (under instruction), concrete mixing by hand, elementary fence repair.

- \* Use of hand tools.

Such as shovels picks wheelbarrow, hand-saw, pitchfork, hoe.

- \* Use of motorised hand tools.

Such as pedestrian lawnmower, brushcutter, drills, hedge trimmer, concrete mixer under instruction as part of the Module 1 training.

- \* Basic Cemetery Work.

Such as assist in setting up/removal of dressing of grave site for burial.

### 2. SKILL AND TRAINING

Will be regarded as a trainee having had no formal training in any aspect of Cemetery Industry work.

It is anticipated that an employee at the G1 Level will undertake a basic Module 1 training package involving induction, orientation and general safety.

### 3. LEVEL OF SUPERVISION

Works under close routine supervision/instruction either as an individual or as part of a team.

**CEMETERY EMPLOYEE GRADE 2 (G2)**

1. A Cemetery Employee (General) Grade 2 is a person who is required by the employer to meet any of the following criteria:

(a) Service Level

Has completed at least three months engagement in the Cemetery Industry.

OR

(b) Indicative Tasks

Performs work of a level commensurate with the following indicative tasks:

- \* General maintenance and cleaning duties such as:  
raking leaves, sweeping, digging, hand watering, minor pruning, concrete mixing by hand, elementary fence repair
- \* Use of hand tools such as:  
shovels, picks, wheelbarrow, hand-saw, pitch fork, hoe
- \* Use of motorised hand tools such as:  
pedestrian lawn mower, brush cutter, drills, hedge trimmers, concrete mixer
- \* Cemetery work such as assist in setting up/removal of dressing of grave site for burial.
- \* Undertake performance of any of the indicative tasks listed under Cemetery Employee (General) Grade 3 under instruction as part of the Module 2 training.

**2. SKILL AND TRAINING**

Will be regarded as an employee having taken a first career path step. It is anticipated that an employee at the G2 level will have completed a basic "Module 1" training package involving induction, orientation and general safety.

Further it is anticipated that an employee at the G2 level will undertake a Module 2 training package involving any of the specific career path areas identified at the G3 Level.

Manual Grave Digging, Crematorium Operating, Horticulture Gardening, Chapel Attendant, Maintenance, Mechanical Plant Operation.

**3. LEVEL OF SUPERVISION**

Works under routine supervision/daily instruction.

**CEMETERY EMPLOYEE GRADE 3 (G3)**

1. A Cemetery Employee (General) Grade 3 is a person who is required by the employer to meet any of the following criteria:

(a) Service Level

Has completed at least twelve months engagement in the Cemetery Industry which includes a minimum of three months with the current Employer.

OR

(b) Indicative Tasks

Performs work of a level commensurate with the following indicative tasks:

Grave Digger/Manual

- \* Capable to locate a specified grave site.
- \* Remove/replace (under instruction) memorial slabs, plaques, tablets, accessories.
- \* Erect protective platforms for adjacent sites/memorials.
- \* Dig/back fill grave to specified shape/size by hand.
- \* Set up/removal of dressing of grave site for burial.
- \* Consolidate and redress grave site.
- \* Recovery of grave site including exhumation, lift and deepening.
- \* Operate a jack hammer and pump unit (for emptying graves).
- \* Paint inside vaults.
- \* Place cremated remains.
- \* Drive a tractor (with trailer).

Crematorium Operator

- \* Chapel Attendant duties.
- \* Checking relevant statutory documents.
- \* Operate and maintain cremators and ancillary plant/equipment.
- \* Process cremated remains.
- \* Placing of cremated remains in memorial sites.
- \* Refurbish plaques.
- \* Cleaning of Crematorium building's interior/exterior.

### Chapel Attendant

- \* Set up Chapels for services.
- \* Collect and deliver coffins by vehicle to Crematorium (Driving licence where required).
- \* Relevant paperwork and record keeping.
- \* Set up/remove coffins on catafalques.
- \* Assist cremator operator.
- \* Cleaning of:
  - (a) interior - fittings, furniture, lunchrooms and toilets
  - (b) exterior - windows and surrounding paths etc.
- \* Assist in lounge and associated duties.

### Horticulture - Gardener

- \* Assist in the preparation and maintenance of turfed areas, gardenbeds and landscaped areas including but not limited to:
  - Pruning, seeding, planting, watering, fertilising and spraying of herbicides and pesticides.
  - Stripping of beds, removal of shrubs and trees, mowing and spraying through the use of relevant motorised equipment.
- \* Maintaining hand tools, motorised equipment and irrigation equipment.

### Plant Driving/Maintenance

(a) Routine servicing of vehicles, plant and equipment including but not limited to

- \* changing and checking of oils, fuel coolant tyres globes batteries filters,
- \* greasing,
- \* blades, cords (non-electrical).

(b) General maintenance of buildings, workshop areas, roadways, paths and reserves incorporating

- \* minor painting, concreting, fencing, plumbing,
- \* setting up manual watering systems
- \* assisting in grave digging duties.

(c) Driving and operating vehicles/motorised equipment as follows but not limited to

- \* truck,
- \* tractor with trailer,
- \* self propelled mower,
- \* tractor/slasher,

- \* road - sweeper,
- \* other relevant sundry plant,
- \* mechanical grave digging plant (trainee).

## 2. SKILL AND TRAINING

Will be regarded as an employee having taken a second career path step. It is anticipated that an employee at the G3 level will have completed a "Module 2" training package involving at least two separate functional areas of Cemetery Industry operations.

An employee at the G3 level will have attained substantive grade status for the semi-skilled, based trained and experienced industry worker.

## 3. LEVEL OF SUPERVISION

Works under regular supervision.

### **CEMETERY EMPLOYEES GRADE 4 (G4)**

1. A Cemetery Employee (General) Grade 4 is a person who is required by the employer to meet any of the following criteria:

- (a) Service Level

No Service level criteria applicable at this level.

OR

- (b) Indicative Tasks

Performs work of a level commensurate with the following indicative tasks:

- \* Perform the tasks of any of three separate functional areas of the G3 Level,

OR

- \* Performs specialised tasks in any one functional area of the G3 level as part of the third career step to the G5 Level.

## 2. SKILL AND TRAINING

Will be regarded as an employee having taken a third career path step. It is anticipated that an employee at the G4 level will have completed a "Module 3" training package involving at least three separate functional areas of Cemetery Industry operations.

An employee at the G4 level will have attained "pre-trade" status offering a career step between the semi-skilled G3 and the trade level G5.

## 3. LEVEL OF SUPERVISION

Works under minimum supervision.

**CEMETERY EMPLOYEE GRADE 5 (G5)**

1. A Cemetery Employee (General) Grade 5 is a person who is required by the employer to meet any of the following criteria:

(a) Service Level

No Service level criteria applicable at this level.

OR

(b) Indicative Tasks

(i) Trade level work in any of the following areas:

Horticulture, Plumbing (other than for Registered Sanitary), Mechanical and Metal Trades, Carpentry/Joinery, Electrical.

(ii) Grave Digger/Mechanical Plant

- \* Manual grave digging
- \* Dig and backfill, lift and deepen grave sites using mechanical plant
- \* Basic maintenance of mechanical plant
- \* Operating front end bucket
- \* Vault preparation for use

(iii) Cremator Operator

- \* Responsible/accountable for the overall day to day operation and maintenance of the cremator and ancillary plant/equipment.
- \* Meet a maintenance programme.
- \* Train staff in all facets of crematorium operations.

**2. SKILL AND TRAINING**

Trades person or equivalent level, achievable via either;

- (a) Formal qualification, or
- (b) Successful completion of modular training packages, or
- (c) Authorised accreditation.

**3. LEVEL OF SUPERVISION**

Works without direct supervision.



**CEMETERY EMPLOYEE GRADE 6 (G6)**

1. A Cemetery Employee (General) Grade 6 is a person who is required by the employer to meet any of the following criteria:

(a) Service Level

No Service level criteria applicable at this level.

OR

(b) Indicative Tasks

Post-trade level work in any of the following areas:

Horticulture, Plumbing (other than for Registered Sanitary), Mechanical and Metal Trades, Carpentry/Joinery, Electrical.

**2. SKILL AND TRAINING**

Immediate post-trade level. Achievable via either;

(a) Formal qualification, or

(b) Successful completion of modular training packages, or

(c) Authorised accreditation.

**3. LEVEL OF SUPERVISION**

Works without direct supervision.

**CEMETERY EMPLOYEE GRADE 7 (G7)**

Leave reserved.

**SCHEDULE 2 - WAGE RATES**OPDATE 01:07:2018 1<sup>st</sup> pp on or after**S2.1 Wage rates and supplementary payments**

<i>Classification</i>	<i>Weekly rate</i>
<i>Cemetery Employee</i>	<i>\$ per week</i>
GRADE 1	785.90
GRADE 2	801.20
GRADE 3	819.10
GRADE 4	828.90
GRADE 5	854.50
GRADE 6	867.80
GRADE 7	881.20

The Wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

**S2.2 Youth rates**

Youth Labourers will receive the following percentages of the Cemetery Employee Grade 1 rate:

- (a) Under 18 years of age                      70%
- (b) 18 years of age and over                    100%

**SCHEDULE 3 - ALLOWANCES**

OPDATE 01:07:2018 1<sup>st</sup> pp on or after (cl. S3.1, S3.3, S3.4, S3.5, S3.6, S3.7 & S3.8)

OPDATE 28:07:1997 1st pp on or after (cl. S3.2)

- S3.1 In respect of clause 5.3.2 Leading Hands will be paid an additional \$39.40 per week above the appropriate classification rate.
- S3.2 In respect of clause 5.3.3 Meal Allowance employees will be paid the amount of \$5.40.
- S3.3 In respect of clause 5.3.4 Wet Surface Allowance employees will be paid an additional \$1.01 per hour.
- S3.4 In respect to clause 5.3.5 Cleaning Combustion Chamber of Rubbish Incinerator Allowance employees will be paid an additional \$17.30 per week.
- S3.5 In respect to clause 5.3.6 Cleaning Public or Staff Toilets Allowance employees will be paid an additional \$5.50 for each day or part thereof when so employed.
- S3.6 In respect of clause 5.3.7 Exhumation Allowance employees will be paid \$168.35 per worker.
- S3.7 In respect of clause 5.3.8 Lift and Deepen Allowance and 5.3.9 Re Use Allowance employees will be paid in accordance with the following:

	<i>Age of grave since last burial (years)</i>			
	<i>5 but less than 10</i>	<i>10 but less than 25</i>	<i>25 but less than 50</i>	<i>50+</i>
Lift and Deepen	\$81.70	\$61.51	\$40.92	\$20.48
Re-Use	\$81.70	\$61.51	\$40.92	\$20.48

- S3.8 In respect of clause 10.1.4 First Aid Attendant the allowance of \$14.50 per week above the employee's classified rate will apply.

## SCHEDULE 4 - SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

### CLAUSE S4.1 DEFINITIONS

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this Schedule, the following definitions will apply:

**Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.

**Assessment instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

### CLAUSE S4.2 ELIGIBILITY CRITERIA

- S4.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S4.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- S4.2.3 This Schedule does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the **Disability Services Act 1986** and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension** in accordance with the requirements of the **Disabilities Service Act 1986** and the Standards contained therein, as amended from time to time.

### CLAUSE S4.3 SUPPORTED WAGE RATES

- S4.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S4.4)</i>	<i>% of prescribed Award rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S4.3.2 Provided that the minimum amount payable will not be less than \$86.90 per week.

S4.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

#### **CLAUSE S4.4 ASSESSMENT OF CAPACITY**

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the **Supported Wage System** and documented in an **assessment instrument** by either:

- (a) the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;
- (b) the employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

#### **CLAUSE S4.5 LODGEMENT OF ASSESSMENT INSTRUMENT**

S4.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of SAET.

S4.5.2 All **assessment instruments** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

#### **CLAUSE S4.6 REVIEW OF ASSESSMENT**

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the **Supported Wage System**.

#### **CLAUSE S4.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.

**CLAUSE S4.8 WORKPLACE ADJUSTMENT**

An employer wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

**CLAUSE S4.9 TRIAL PERIOD**

- S4.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S4.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S4.9.3 The minimum amount payable to the employee during the trial period will not be less than \$86.90 per week.
- S4.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S4.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S4.4.

## SCHEDULE 5 - TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

### CLAUSE S5.1 TITLE

This Schedule shall be known as the Cemetery Employees Award Training Wage Arrangements Schedule.

### CLAUSE S5.2 ARRANGEMENT

<i>Clause No.</i>	<i>Title</i>
S5.1	Title
S5.2	Arrangement
S5.3	Application
S5.4	Period of operation
S5.5	Definitions
S5.6	Training conditions
S5.7	Employment conditions
S5.8	Wages
S5.9	Disputes settling procedures
S5.10	Dispute settlement over traineeship schemes
S5.11	Part-time traineeships

  

Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

### CLAUSE S5.3 APPLICATION

S5.3.1 This Schedule shall apply to persons;

S5.3.1.1 who are undertaking a **Traineeship** (as defined); and

S5.3.1.2 whose employment is, or otherwise would be, covered by the Award.

S5.3.2 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.

S5.3.3 At the conclusion of the **Traineeship**, this Schedule ceases to apply to the employment of the **Trainee** and the Award shall apply to the former **Trainee**.

S5.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### CLAUSE S5.4 PERIOD OF OPERATION

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

**CLAUSE S5.5 DEFINITIONS**

- S5.5.1 **Act** means the *Training and Skills Development Act 2008* or any successor legislation.
- S5.5.2 **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.
- S5.5.3 **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.
- S5.5.4 **T&SC** means the Training and Skills Commission under the **Act**.
- S5.5.5 **Award** means the Cemetery Employees (SA Authorities) Award.
- S5.5.6 **Commission** means the Industrial Relations Commission of South Australia.
- S5.5.7 **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.
- S5.5.8 **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**.
- S5.5.9 **Training Agreement** means an agreement for a **Traineeship** made between the employer and a **Trainee**, which is registered with the **T&SC**.
- S5.5.10 **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.
- S5.5.11 **Training Plan** means a programme of training which forms part of a **Training Agreement** registered with the **T&SC**.
- S5.5.12 **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**.
- S5.5.13 **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 S5.6 TRAINING CONDITIONS**

- S5.6.1 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**.



- S5.6.2 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.
- S5.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **Traineeship** period.
- S5.6.4 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 S5.7 EMPLOYMENT CONDITIONS

- S5.7.1 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. 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 S5.11 Part-Time traineeships, of this Schedule.
- S5.7.2 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.
- S5.7.3 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**.
- S5.7.4 The **Trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **Approved Training**.
- S5.7.5 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.
- S5.7.6 **Trainees working overtime**
- S5.7.6.1 Reasonable overtime may be worked by the **Trainee** provided that it does not affect the successful completion of the **Approved Training**.
- S5.7.6.2 No **Trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S5.7.6.3 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**.

- S5.7.6.4 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.
- S5.7.7 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.
- S5.7.8 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.

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

#### CLAUSE S5.8 WAGES

- S5.8.1 The weekly wage payable to full-time **Trainees** shall be provided in S5.8.4, S5.8.5 and S5.8.6 of this Schedule and in accordance with Clause S5.7 Employment Conditions.
- S5.8.2 These wage rates will only apply to **Trainees** while they are undertaking an **Approved Traineeship**, which includes **Approved Training** as defined in this Schedule.
- S5.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.
- S5.8.4 **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.

	<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 <b>out of school</b>	362.00	435.00	503.00
Plus 2 years <b>out of school</b>	435.00	503.00	587.00
Plus 3 years <b>out of school</b>	503.00	587.00	672.00
Plus 4 years <b>out of school</b>	587.00	672.00	
Plus 5 or more years	672.00		

**S5.8.5 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.

	<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 <b>out of school</b>	362.00	419.00	484.00
Plus 2 years <b>out of school</b>	419.00	484.00	566.00
Plus 3 years <b>out of school</b>	484.00	566.00	646.00
Plus 4 years <b>out of school</b>	566.00	646.00	
Plus 5 or more years	646.00		

**S5.8.6 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.

	<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 <b>out of school</b>	362.00	419.00	473.00
Plus 2 years <b>out of school</b>	419.00	473.00	529.00
Plus 3 years <b>out of school</b>	473.00	529.00	589.00
Plus 4 years <b>out of school</b>	529.00	589.00	
Plus 5 or more years	589.00		

**S5.8.7 School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <b>Traineeships</b> 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.

**S5.8.8 Wage rates for Certificate IV Traineeships**

S5.8.8.1 **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.

S5.8.8.2 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

S5.8.9 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**.

S5.8.10 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.

S5.8.11 Section A sets out the Wage Level of a **Traineeship**.

S5.8.12 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:

S5.8.12.1 Include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;

S5.8.12.2 Include any period during which a **Trainee** repeats in whole or part of a year of schooling beyond **Year 10**;

S5.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S5.8.12.4 Have effect on an anniversary date being January 1 in each year.

S5.8.13 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 S5.9 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 S5.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S5.10.1 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.

S5.10.2 The party shall:

S5.10.2.1 Notify the relevant parties of an intention to dispute the particular **Traineeship Scheme**, identifying the scheme.

S5.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

- S5.10.2.3 If agreement cannot be reached the matter may be referred to the **Commission** for conciliation.
- S5.10.2.4 If agreement is not reached during conciliation then an application may be made to include the **Traineeship** scheme in Section B.

### CLAUSE S5.11 PART-TIME TRAINEESHIPS

S5.11.1 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**.

S5.11.1.1 A part-time **Trainee** (other than a school-based **Trainee**) will be engaged to work for no less than a minimum average of 15 hours per week.

S5.11.1.2 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.

#### S5.11.2 Wages

S5.11.2.1 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)

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	10.86	11.91	14.30
Plus 1 year <b>out of school</b>	11.91	14.30	16.55
Plus 2 years <b>out of school</b>	14.30	16.55	19.30
Plus 3 years <b>out of school</b>	16.55	19.30	22.10
Plus 4 years <b>out of school</b>	19.30	22.10	
Plus 5 or more years	22.10		
 Wage Level B			
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <b>out of school</b>	11.91	13.79	15.93
Plus 2 years <b>out of school</b>	13.79	15.93	18.62
Plus 3 years <b>out of school</b>	15.93	18.62	21.25
Plus 4 years <b>out of school</b>	18.62	21.25	
Plus 5 or more years	21.25		
 Wage Level C			
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <b>out of school</b>	11.91	13.79	15.56
Plus 2 years <b>out of school</b>	13.79	15.56	17.40
Plus 3 years <b>out of school</b>	15.56	17.40	19.38
Plus 4 years <b>out of school</b>	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 [S5.11.6.2]	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

S5.11.3 The hours for which payment shall be made are determined as follows:

S5.11.3.1 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.

S5.11.3.2 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.

S5.11.3.3 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% (i.e. 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 S5.8, 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**.

S5.11.3.4 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**.

S5.11.3.5 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.

#### S5.11.4 General formula

S5.11.4.1 For **Traineeships** not covered by S5.11.2.1, 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:

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

\* 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 S5.8.4, S5.8.5, S5.8.6 and S5.8.7 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:

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

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.

#### S5.11.5 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:

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

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.

#### S5.11.6 Employment conditions for all part-time trainees

- S5.11.6.1 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.
- S5.11.6.2 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.
- S5.11.6.3 A part-time **Trainee** may, by agreement, transfer from a part-time to a full-time **Traineeship** position should one become available.
- S5.11.6.4 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 <b>Traineeships</b> where another Award already provides for the <b>Traineeship</b> )	III
Community Services	II
	III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	III



<i>Training package</i>	<i>Certificate level</i>
Hospitality Industry	III
Information Technology	II
	III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II
	III
Local Government (General Construction)	III
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
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 <b>traineeships</b> where another Award already provides for the <b>traineeship</b>	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

<i>Training package</i>	<i>Certificate level</i>
Beauty (National)	II
Caravan Industry	I
	II
	III
Civil Construction (This Schedule does not apply to these <b>Traineeships</b> where another award already provides for the <b>Traineeship</b> )	I
	II
Entertainment Industry	I
	II
	III
Extractive Industry	II
	III
Floristry	II
Food Processing Industry	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 of Document</i>
<b>5255/2010</b>	AWARD REVIEW S99 Award varied. Cl. 1.1 Title changed FROM Cemetery Employees Award TO Cemetery Employees (SA Authorities) Award; Cl. 1.3 Scope, Persons Bound & Locality; Cl. 1.4 Commencement Date of Award & Duration; Cl. 1.5 Definitions. Oupdate 17/05/2013.
<b>3103/2013</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2013. Oupdate ppc 01/07/2013.
<b>4229/2014</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2014. Oupdate ppc 01/07/2014.
<b>6370/2015</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2015. Oupdate ppc 01/07/2015.
<b>3217/2016</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2016. Oupdate ppc 01/07/2016.
<b>3366/2017</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2017. Oupdate ppc 01/07/2017.
<b>4425/2018</b>	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Cl. 5.8 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.