



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## RETURNTOWORKSA AWARD 2015

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. TITLE**

OPDATE 12:08:2015 on and from

This Award will be referred to as the ReturntoWorkSA Award 2015.

#### **CLAUSE 2. ARRANGEMENT**

OPDATE 15:03:2012 on and from

This Award is arranged as follows:

##### **2.1 Clause number order**

*Clause no. Title*

##### **Part 1 - Application and operation of award**

1. Title
2. Arrangement
3. Definitions
4. Scope and parties bound
5. Relationship to other industrial instruments
6. Award to be made available

##### **Part 2 - Enterprise flexibility**

7. Enterprise flexibility provision

##### **Part 3 - Dispute resolution**

8. Grievance procedure

##### **Part 4 - Employer and employee duties, employment relationship and related matters**

9. Anti-discrimination
10. Categories of employment
11. Notice of termination and redundancy
12. Recognition of prior service

##### **Part 5 - Wages and related matters**

13. Classification of employees
14. Higher duties
15. Rates of pay
16. Payment of salaries
17. Allowances
18. Supported wage provisions

*Clause no. Title*

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

- 19. Hours of work
- 20. Overtime
- 21. Shift work
- 22. Information systems employees - on call and scheduled weekend work allowances

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

- 23. Public holidays
- 24. Annual leave
- 25. Personal leave
- 26. Bereavement leave
- 27. Long service leave
- 28. Jury service
- 29. Parental leave

### **2.2 Alphabetical order**

*Clause no. Subject matter*

- 17. Allowances
- 24. Annual leave
- 9. Anti-discrimination
- 2. Arrangement
- 6. Award to be made available
- 26. Bereavement leave
- 10. Categories of employment
- 13. Classification of employees
- 3. Definitions
- 7. Enterprise flexibility provision
- 8. Grievance procedure
- 14. Higher duties
- 19. Hours of work
- 22. Information systems employees
- 28. Jury service
- 27. Long service leave
- 11. Notice of termination and redundancy
- 22. On call and scheduled weekend work allowances - information systems employees
- 20. Overtime
- 29. Parental leave
- 16. Payment of salaries
- 25. Personal leave
- 23. Public holidays
- 15. Rates of pay
- 12. Recognition of prior service
- 5. Relationship to other industrial instruments
- 4. Scope and parties bound
- 21. Shift work
- 18. Supported wage provisions
- 1. Title

### **CLAUSE 3. DEFINITIONS**

OPDATE 12:08:2015 on and from

Within this Award:

3.1 **Act** means the *Fair Work Act 1994* as amended.

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

- 3.3 **Corporation** means the Return to Work Corporation of South Australia.
- 3.4 **Employee(s)** means and includes all employees appointed to positions in classification Level 1 to Level 7 as prescribed in this Award, and those above Level 7 who do not have individual negotiated contracts of employment.
- 3.5 **Salary** means such part of an employee's remuneration as is constituted by a direct monetary payment.
- 3.6 **Total remuneration** means the total value of benefits granted to an employee, made up of **salary** and selected non-**salary** employment benefits, as agreed between the parties to this award, except employer superannuation contributions.
- 3.7 **Union** means the Public Service Association of South Australia Inc. (the PSA).
- 3.8 **Policy** means the Corporation's policy as varied from time to time.
- 3.9 **Job representative/office steward** means an employee elected and appointed by **Union** members and the **Union** to act as Job Steward or Job Representative.
- 3.10 **Continuous service** means, for the purpose of calculating the length of service of an employee in accordance with Clause 11 Notice of Termination and Redundancy, any period of employment with the Corporation which has not been broken other than by a period of approved paid or unpaid leave or by a period of absence of less than three months duration immediately prior to the employee's re-employment by the Corporation. For the purpose of calculating actual service entitlements (as opposed to determining continuous service), unpaid absences will not count as part of an employee's total service with the Corporation.

#### CLAUSE 4. SCOPE AND PARTIES BOUND

OPDATE 12:08:2015 on and from

The Award is binding on the following in respect of employees as defined:

- the Corporation;
- the **Union**; and
- the Chief Executive, Department of the Premier and Cabinet for the purposes of the **Act**.

#### CLAUSE 5. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

OPDATE 12:08:2015 on and from

##### 5.1 **Date of operation**

This Award shall come into force from the date approved by the **Commission** and will remain in force until varied, revoked or replaced.

##### 5.2 **Previous Award superseded**

This Award replaces the WorkCover Corporation of S.A. Award2012.

##### 5.3 **Training Wage Arrangements**

**Trainees** as defined by the Declaration of the Minimum Standard for Remuneration pursuant to section 69(3) of the **Act**, will be remunerated in accordance with that standard as declared by the full **Commission**.

#### 5.4 **Preservation of State legislation**

The Award does not limit the application of:

- (a) Sections 21 to 24 of the *Return to Work Corporation of South Australia Act 1994*; and
- (b) Part 3 of the *Public Sector Act 2009 (SA)*.

The application of such acts is preserved and shall take precedence over inconsistent provisions of this Award.

#### **CLAUSE 6. AWARD TO BE MADE AVAILABLE**

OPDATE 15:03:2012 on and from

The Corporation will have a copy of this Award as varied from time to time available at a place on its premises reasonably accessible to employees.

## PART 2 - ENTERPRISE FLEXIBILITY

### CLAUSE 7. ENTERPRISE FLEXIBILITY PROVISION

OPDATE 15:03:2012 on and from

#### 7.1 **Award flexibility process**

Where the Corporation or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

- 7.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 7.1.2 For the purpose of the consultative process the employees may nominate the **Union** or another to represent them.
- 7.1.3 Where agreement is reached an application shall be made to the **Commission**.

#### 7.2 **Index of facilitative provisions**

- 7.2.1 A facilitative provision provides that the standard approach in an Award provision may be departed from by agreement between an individual employer and the **Union** and/or an employee, or the majority of employees, in the enterprise or workplace concerned.
- 7.2.2 Facilitative provisions in this Award are contained in the following clauses:

<i>Subject matter</i>	<i>Clause number</i>
Part-time employment	10.4
Flexible work arrangements	10.6
Classification - position evaluation	13.1
Remuneration packaging	16.5
Hours – flexibility of ordinary hours	19.3
Overtime – time off in lieu	20.11
Public holidays – substitutions	23.3

## PART 3 - DISPUTE RESOLUTION

### CLAUSE 8. GRIEVANCE PROCEDURE

OPDATE 15:03:2012 on and from

- 8.1 Employees will have access to the grievance procedure.
- 8.2 An employee may seek the assistance of an appointed **office steward/job representative** or another employee at any stage of the procedure.
- 8.3 Without prejudice to any party, while the parties attempt to resolve the matter, work will continue as normal in accordance with the Award and Corporation **policy** unless an employee has a reasonable concern about an imminent risk to their health or safety.
- 8.4 The procedure:
- 8.4.1 As soon as is practicable after a grievance arises, the matter will be raised with the employee's supervisor. Where the employee(s) submits the grievance in writing, there will be a response (or a written indication of the steps being taken and when a formal response is likely) within three working days.
- 8.4.2 Where the supervisor's response does not settle the grievance, the matter may be referred to the relevant departmental manager who may consult with the human resources function. This step should take a maximum of five working days.
- 8.4.3 If the matter is not settled within five working days of its referral to the relevant departmental manager the matter will be referred to the manager of the human resources function, or nominee. The employee may seek the involvement of their Union or other nominated representative to pursue the matter at this level.
- 8.4.4 If the matter is not settled by the above procedure, it may be submitted to the **Commission** for conciliation and/or arbitration in accordance with the **Act**.
- 8.5 **Redundancy disputes**
- 8.5.1 Clauses 8.5.2 and 8.5.3 impose additional obligations on the Corporation where the Corporation contemplates termination of employment due to redundancy and a dispute arises (**a redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.
- 8.5.2 Where **a redundancy dispute** arises, and if it has not already done so, the Corporation must provide affected employees and the **union** (if requested by an affected employee) in good time, with relevant information including:
- (a) the reasons for any proposed redundancy;
  - (b) the number and categories of workers likely to be affected; and
  - (c) the period over which any proposed redundancies are intended to be carried out.
- 8.5.3 Where **a redundancy dispute** arises and discussions occur in accordance with this clause the Corporation will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

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

### CLAUSE 9. ANTI-DISCRIMINATION

OPDATE 15:03:2012 on and from

- 9.1 It is the intention of the respondents to this Award to achieve the principal object in section 3(1)(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.
- 9.2 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.
- 9.3 Nothing in this clause is taken to affect:
- 9.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 9.3.2 Until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;
- 9.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
- 9.3.4 The exemptions in the **Act**.

### CLAUSE 10. CATEGORIES OF EMPLOYMENT

OPDATE 15:03:2012 on and from

- 10.1 **Full-time employment**
- 10.1.1 A full-time employee is an employee engaged to work 38 ordinary hours per week in accordance with clause 19 - Hours of work, or Clause 21 Shift Work, and who is not an employee as defined in 10.3, 10.4, 10.5 or 10.6.
- 10.1.2 Appointments are made to a classification level and may be subject to a probationary period of six months or less as determined by the Corporation.
- 10.2 **Probationary employment**
- 10.2.1 The service of a person appointed on probation may be dispensed with by the Corporation at any time during his/her period of probation by two weeks notice in writing or by the payment or forfeiture (as the case may be) of two weeks' remuneration.
- 10.2.2 At the expiration of the period of probation the Corporation will (in writing):
- (a) Confirm the appointment; or
  - (b) Annul the appointment.

### 10.3 Fixed-term contract positions

The Corporation may employ persons on fixed-term contracts. Fixed-term contracts will normally apply for specific projects, periods of extended leave or where the function is subject to review.

### 10.4 Part-time employment

10.4.1 A part-time employee means an employee engaged and rostered, in a manner by mutual agreement between the employee and the Corporation, for less than 38 ordinary hours per week.

10.4.2 Where practicable and efficient, the Corporation will encourage and facilitate the introduction and extension of part-time employment but no employee will be forced to work part-time.

10.4.3 Conditions of service for part-time employees are to be applied as for full-time employees but on a pro rata basis in proportion to hours normally worked. Appointments will be made to a classification level and may be subject to a probationary period of six months or less.

10.4.4 Part-time employment will be rostered in a manner set out in a written agreement between the employee and the Corporation. A roster can only be changed by agreement between the employee and the Corporation.

10.4.5 Part-time employees working overtime will work such overtime subject to clause 20 - Overtime.

10.4.6 An employee may request permanent part-time employment which as well as involving base grade positions, may afford opportunities for career positions in appropriate occupational fields.

### 10.5 Casual employment

10.5.1 A casual employee means an employee who is engaged and paid as such on an hourly basis.

10.5.2 The Corporation may employ persons on a casual basis for the purpose of meeting particular and short term needs.

10.5.3 A casual employee will be paid for a minimum of three hours for each working period at the appropriate casual rate.

10.5.4 A casual employee will be paid at an hourly rate which will be not less than the appropriate rate for the classification of the duties being performed, plus a loading of 22 per cent.

Pursuant to the decision of the Full Commission in the *Casual Loading Case* *[[2012] SAIRComm 1]*, the 22 per cent loading will be increased in accordance with the following:

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.

10.5.5 Where a casual employee works overtime or on a public holiday, the casual rate will be the base upon which the appropriate penalty rate is applied.



- 10.5.6 The loading in 10.5.4 is in lieu of all paid leave (except for long service leave) and public holidays not worked and to compensate for the nature of casual employment. All other conditions of employment contained in this Award will apply to casual employees unless specifically excluded.
- 10.5.7 A casual employee will be paid at the end of the period for which they have been engaged or on the normal fortnightly pay day, whichever is the earlier.
- 10.5.8 Caring responsibilities
- 10.5.8(a) Subject to the evidentiary and notice requirements in 25.7 and 25.6 employees are entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death in Australia of an immediate family or household member.
- 10.5.8(b) The Corporation and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 10.5.8(c) The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Corporation to engage or not to engage a casual employee are otherwise not affected.

## 10.6 Flexible work arrangements

- 10.6.1 The Corporation may facilitate job sharing, job rotation and other flexible arrangements where practicable and where efficient arrangements can be made to carry out the functions of the positions involved.
- 10.6.2 Flexible work arrangements will be introduced by agreement between an employee and the Corporation.

## CLAUSE 11. NOTICE OF TERMINATION AND REDUNDANCY

OPDATE 15:03:2012 on and from

### 11.1 Notice of termination by employer

- 11.1.1 In order to terminate the employment of an employee the Corporation must give to the employee the period of notice specified in the table below:

<i>Period of continuous service</i>	<i>Period of notice</i>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 11.1.2 In addition to the notice in 11.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years *continuous service*, are entitled to an additional week's notice.
- 11.1.3 Payment in lieu of the prescribed notice in 11.1.1 and 11.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Corporation making payment for the remainder of the period of notice.
- 11.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Corporation would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.
- 11.1.5 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
  - (b) to apprentices;
  - (c) to employees engaged for a specific period of time or for a specific task or tasks;
  - (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (e) to casual employees.
- 11.1.6 *Continuous service* is defined in clause 3.10.

## 11.2 Notice of termination by an employee

- 11.2.1 The notice of termination required to be given by an employee is the same as that required of the Corporation, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 11.2.2 If an employee fails to give the notice specified in 11.1.1 the Corporation has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 11.1.4.

## 11.3 Job search entitlement

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

#### 11.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in Clause 11.6 Redundancy, the period of **continuous service** that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of **continuous service** in respect of which notice has already been given or paid for.

#### 11.5 Salary rate for termination payments

The rate of **salary** for termination payments is normally the employee's substantive rate. Where however, the employee is receiving a higher duty allowance (HDA) on their last day of duty, termination payments will be calculated at the higher duties rate provided:

11.5.1 The HDA would have continued were it not for the employee's termination; and

11.5.2 An aggregate of a minimum of six months' higher duties has actually been worked at the level (or above) in the previous year's service, or the period of assignment to the higher position is greater than six months.

#### 11.6 Redundancy

##### 11.6.1 Definitions

11.6.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

11.6.1.2 **Redundancy** occurs where the Corporation has made a definite decision that the Corporation no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

11.6.1.3 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

11.6.1.4 **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.

##### 11.6.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of **redundancy** the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Corporation may at the Corporation's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 11.6.3 Severance pay

#### 11.6.3.1 *Severance pay*

An employee 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 less than 8 years	13 <b>weeks pay</b>
8 years and less than 9 years	14 <b>weeks pay</b>
9 years and less than 10 years	16 <b>weeks pay</b>
10 years and over	12 <b>weeks pay</b>

\* **Weeks pay** is defined in 11.6.1.

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

11.6.3.3 Continuity of service shall be calculated in the manner prescribed by clause 3.10.

#### 11.6.4 Employee leaving during notice period

An employee given notice of termination in circumstances of **redundancy** may terminate his/her employment during the period of notice set out in Clause 11.1 Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Corporation until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 11.6.5 Alternative employment

11.6.5.1 The Corporation, in a particular redundancy case, may make application to the **Commission** to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

11.6.5.2 This provision does not apply in circumstances involving **transmission of business** as set in 11.6.7.

#### 11.6.6 Job search entitlement

11.6.6.1 During the period of notice of termination given by the Corporation in accordance with 11.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

11.6.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Corporation, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

11.6.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 11.3.

#### 11.6.7 Transmission of business

11.6.7.1 The provisions of this clause are not applicable where a **business** is before or after the date of this Award, **transmitted** from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- (a) Where the employee accepts employment with the **transmittee** which recognises the period of **continuous service** which the employee had with the **transmittor** and any prior **transmittor** to be **continuous service** of the employee with the **transmittee**; or
- (b) Where the employee rejects an offer of employment with the **transmittee**,

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the **transmittor**; and

which recognises the period of **continuous service** which the employee had with the **transmittor** and any prior **transmittor** to be **continuous service** of the employee with the **transmittee**.

11.6.7.2 The **Commission** may vary 11.6.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

#### 11.6.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

#### 11.6.9 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 the Corporation.

**CLAUSE 12. RECOGNITION OF PRIOR SERVICE**

OPDATE 15:03:2012 on and from

- 12.1 Prior service with the Corporation, depending on its conditions, will be recognised for the purposes of calculating leave credits, provided such service does not contain a break of more than three calendar months.
- 12.2 Prior service is calculated by aggregating the periods of employment in completed months from the last break of more than three calendar months to the time of the calculation.
- 12.3 Such prior service is recognised for the purposes of leave only, and does not constitute ***continuous service*** for the purpose of 11.3 nor does it have any effect on the calculation of the length of "fixed terms" under 10.3.
- 12.4 In calculating leave credits some types of prior service are treated differently, e.g.:
  - 12.4.1 Except in relation to long service leave, casual employment does not count as prior service, even if continuous, as the remuneration received includes an allowance for leave;
  - 12.4.2 Part-time employment will cause leave credits to accrue on a pro rata basis;
  - 12.4.3 Sick leave accrues differently for temporary employees (see leave *policy*); and
  - 12.4.4 Some contractual arrangements may specifically exclude the taking or accruing of certain leave.

## PART 5 - WAGES AND RELATED MATTERS

### CLAUSE 13. CLASSIFICATION OF EMPLOYEES

OPDATE 15:03:2012 on and from

#### 13.1 Classifications

Classification levels will be determined in accordance with the position evaluation criteria as agreed between the Award respondents from time to time.

### CLAUSE 14. HIGHER DUTIES

OPDATE 15:03:2012 on and from

14.1 Where an employee is required to perform the duties of a higher position for five or more consecutive days, the employee will be paid an additional allowance which is based on the proportion of the duties of the higher position which the employee is performing and which is directly proportional to the difference between the employee's existing **total remuneration** and the minimum **total remuneration** for the higher position.

14.2 Where an employee has been assigned higher duties in accordance with 14.1 and the period of assignment includes a period of paid leave, the higher duties allowance will continue to be paid provided:

- (a) the allowance is being paid on the day prior to the commencement of leave; and
- (b) the higher duties would have continued were it not for the period of leave.

### CLAUSE 15. RATES OF PAY

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

#### 15.1 Table of rates

<i>Level</i>		<i>Rate per annum</i>
		\$
Level 1		
17 years or under	(65%)	26,224
18 years	(75%)	30,258
19 years	(85%)	34,292
20 years	(95%)	38,327
1st year adult		40,344
Level 2		46,367
Level 3		51,051
Level 4		57,447
Level 5		62,848
Level 6		70,658
Level 7		76,338

#### 15.2 Market rates

A market rate in excess of the Award minimum rate may be agreed with an employee. Employees in receipt of a market rate **salary** will not receive increases in Award rates unless they exceed the market rate.

### 15.3 Safety net adjustments

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.

### 15.4 Economic incapacity applications

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.

## CLAUSE 16. PAYMENT OF SALARIES

OPDATE 15:03:2012 on and from

- 16.1 The fortnightly **salary** will be 1/26th of the annual **salary** together with any higher duties allowance payable from time to time.
- 16.2 Where an employee's employment begins or ends during a pay cycle, the employee will be paid for the time actually worked during that cycle.
- 16.3 Salaries will be paid fortnightly.
- 16.4 Salaries will be paid by direct payment to the account nominated by the employee in writing or by such other method as may from time to time be agreed by the Corporation and the employee.
- 16.5 The Corporation may offer employees remuneration packaging in the form of non-**salary** benefits allowing eligible employees to elect to convert a percentage of their **total remuneration** to non-**salary** benefits, as designated by the chief executive officer.



- 16.6 The availability and percentage of non-**salary** benefits are subject to **policy** review by the parties. The Corporation may alter or withdraw the benefits with reasonable notice. The Corporation will not incur any additional expense in entering into such arrangements with an employee above the expense which would have occurred in payment of the employee's **total remuneration** package.

#### CLAUSE 17. ALLOWANCES

OPDATE 01:07:2018 1st pp on or after (cl. 17.1 & 17.2)

##### 17.1 On-call allowance

An on-call allowance will be paid to an employee (excluding any information systems employee) who is required to be on-call for return to duties. The amount of such allowance will be:

- (a) Where the person is on call Monday to Friday (outside of normal hours), \$14.56 per day.
- (b) Where the person is on call weekends or public holidays, \$29.25 per day.

The allowance will be paid whether the employee is contacted or not.

##### 17.2 First aid allowance

17.2.1 A first aider will be paid an allowance of \$16.66 per week.

17.2.2 An employee with suitable qualifications and experience may be designated by the Corporation as "an occupational first aider" who will receive an allowance of \$33.50 per week.

An occupational first aider/s shall be appointed by ReturntoWorkSA to a voluntary role, following assessment that the individual meets all the requirements prescribed in Occupational Health and Safety Regulations.

##### 17.3 Loss or damage to clothing or personal effects reimbursement

17.3.1 The Corporation will reimburse an employee (up to a maximum of \$279.97) for loss or damage to clothing or personal effects in circumstances where the loss or damage occurs in connection with the employee's employment.

17.3.2 For the purposes of this clause, personal effects include property worn or carried (for example brief cases, handbags, wallets, watches, jewellery, pens, spectacles and personal cash).

17.3.3 Employees are required to take reasonable precautions to avoid loss or damage to personal effects or clothing. Failure to do so may cause a claim to be disallowed. Loss or damage to clothing or personal effects occurring during travel to and from work is excluded.

17.3.4 Clothing, personal effects and cash left unattended on Corporation premises remain the responsibility of employees at all times.

##### 17.4 Travel expense allowances

###### 17.4.1 Meals

17.4.1(a) An employee travelling on business outside of the Adelaide metropolitan area is entitled to reimbursement of expenses in accordance with current approved rates for the following meals:

- (i) *Breakfast*: if the employee is required to stay overnight.
- (ii) *Lunch*: if travel involves at least one overnight stay.
- (iii) *Dinner*: if the employee is required to depart before 6.00 p.m. on travel involving at least one overnight stay.

17.4.1(b) Employees travelling interstate and returning the same day may be reimbursed for lunch.

17.4.1(c) Employees travelling interstate may be reimbursed for all meals required for completed days absent from the Corporation - i.e. departure from Adelaide prior to 9.00 a.m. and an overnight stay at the destination.

17.4.1(d) As a general rule, reimbursement for meals will not be paid for meal periods where the employee is travelling with a carrier who is providing meals as part of the fare.

#### 17.4.2 Seminars/conferences

All costs associated with approved seminars or conferences are reimbursed by the Corporation. Where registration fees include meals, employees are not entitled to a cash advance. Employees will be eligible for reimbursement of incidental expenditure as above in 17.4. These provisions will not apply where the relevant costs are paid in advance by the Corporation.

#### 17.4.3 Accommodation incidentals reimbursement

Expenses for meals and incidentals will be reimbursed. These provisions will not apply where the relevant costs are paid in advance by the Corporation.

#### 17.4.4 Private vehicles

Employees will be reimbursed expenses incurred in the use of private vehicles for Corporation business.

#### 17.4.5 Travel expenses – cash advance

Payment of associated travel expenses for meals and incidentals is the responsibility of the employee with reimbursement by the Corporation arranged by one of the following methods:

- (a) A cash advance at the current approved rate; or
- (b) Through a travel expense reimbursement, provided that costs are deemed to be reasonable and reasonably incurred.

### 17.5 **Transport reimbursement allowance for employees with disabilities**

#### 17.5.1 Eligibility

17.5.1(a) An employee who has a permanent disability and is unable to use standard means of transport for travel to and from work may be eligible to receive a transport allowance. This includes employees who:

- (i) are holders of a current Disabled Persons Parking Permit issued by the Registrar of Motor Vehicles; or
- (ii) are recipients of the Centrelink Mobility Allowance or its equivalent; or

(iii) received a Sales Tax Exemption on the purchase price of the new vehicle within the last two years on the grounds of the disability.

17.5.1(b) Eligibility is determined by the manager responsible for Human Resources, in consultation with the employee's manager.

#### 17.5.2 Limitation on allowance

17.5.2(a) The reimbursement allowance covers above normal costs of travel only and does not apply to those distances travelled which are normally serviced by public transport. Employees are required to pay the equivalent of normal daily public transport costs.

17.5.2(b) The maximum distance for which the allowance may be reimbursed is 64 kilometres per day, notwithstanding that the return distance between the employee's home and the Corporation's offices may be more than this distance. Subject to the provisions of 17.5.3 below, eligible employees travelling by taxi may be reimbursed the full fare paid on each trip.

17.5.2(c) Subject to the provisions of 17.5.3 below, an eligible employee who drives a private motor vehicle to work, or who is driven to or from work by another person, other than another Corporation employee, may be reimbursed motor vehicle allowance at the rate specified in the Commissioner's Determination 3.2 Clause 10 Motor Vehicle.

17.5.2(d) An eligible employee who drives a private motor vehicle to and from work may also be paid the allowance in respect of the cost of car parking fees, in addition to the motor vehicle allowance as described in 17.5.2(c), provided that the total reimbursement does not exceed the amount which would have been paid had the employee travelled by taxi.

#### 17.5.3 Deductions

In calculating the amount of allowance reimbursement, deductions are made:

- (a) for the daily cost which would have been incurred for the same journey, had the employee used public transport; and
- (b) for any amount received under the Commonwealth Mobility Allowance in respect of the same period.

### CLAUSE 18. SUPPORTED WAGE PROVISIONS

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

#### 18.1 **Definitions**

This clause 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 clause, 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".

## 18.2 Eligibility criteria

18.2.1 Employees covered by this clause 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**.

18.2.2 This clause 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.

18.2.3 This clause 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.

## 18.3 Supported wage rates

18.3.1 Employees to whom this clause 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 18.4)</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%

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

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

#### 18.4 **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.

#### 18.5 **Lodgement of assessment instrument**

18.5.1 All **assessment instruments** under the conditions of this clause, 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.

18.5.2 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.

#### 18.6 **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**.

#### 18.7 **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 clause 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.

#### 18.8 **Workplace adjustment**

An employer wishing to employ a person under the provisions of this clause 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.

#### 18.9 **Trial period**

18.9.1 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 clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

18.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

18.9.3 The minimum amount payable to the employee during the trial period will not be less than \$86.90 per week.

18.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.

- 18.9.5 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 18.4.

## PART 6 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK

### CLAUSE 19. HOURS OF WORK

OPDATE 15:03:2012 on and from

- 19.1 The ordinary hours of duty for employees will not exceed 38 per week, not including meal breaks, and will be worked between the hours of 7.30 a.m. and 6.30 p.m. Mondays to Fridays inclusive.
- 19.2 No employee will be required nor permitted to work more than five hours without an unpaid meal break of not less than 30 minutes.
- 19.3 Subject to 19.1 and 19.2 the ordinary hours, including the daily spread of hours and the ordinary hours per week, will be as agreed between the Corporation and the employee(s). The **policy** regarding the working of flexible hours will be subject to review between the parties.
- 19.4 An employee is also entitled to one paid work break of fifteen minutes to be taken at a time approved by their supervisor or manager.

### CLAUSE 20. OVERTIME

OPDATE 15:03:2012 on and from

- 20.1 Subject to 20.1.1 an employer may require an employee to work reasonable overtime at overtime rates.
- 20.1.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) Any risk to employee health and safety;
  - (b) The employee's personal circumstances including any family responsibilities;
  - (c) The needs of the workplace or enterprise;
  - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.
- 20.2 Provided that the employee works at least 30 minutes' overtime, all time worked at the direction of the Corporation, either:
- (a) outside the ordinary hours of duty as provided in Clause 19 Hours of work; or
  - (b) in excess of 7.6 hours on any day, or in excess of 38 hours in any week, whether within the ordinary hours of duty or not,
- will be paid at overtime rates.
- 20.3 Overtime worked on Mondays to Fridays inclusive will be paid at the rate of time and a half for the first two hours on any day and double time thereafter.
- 20.4 All time worked on Saturdays and Sundays will be paid at double time and all time worked on public holidays will be paid at double time and a half (in total). A minimum payment of three hours will apply to any overtime worked on these days.

- 20.5 The basic hourly rate for calculation of overtime will be obtained by dividing the fortnightly **total remuneration** paid to an employee by the number of ordinary hours that the employee is required to work by the Corporation.
- 20.6 Part-time employees can work overtime. The requirement to work overtime must be agreed to by the employee and the department manager. Time worked up to 7.5 hours in one day is regarded as an extension of the contract hours for that day and shall be paid at the normal rate of pay. Time worked in excess of 7.5 hours in one day shall be paid at the appropriate overtime rate.
- 20.7 With the exception of employees who are appointed to or acting in the information systems area, no overtime payment will be made to an employee who is appointed to or acting in a Level 6 or higher level in this Award.
- 20.8 If any employee is required to work overtime for a minimum of:
- (a) two hours on any week day after the completion of a minimum of 7.6 hours where some part of the required overtime is worked after 6.30 p.m.; or
  - (b) three hours on a Saturday, Sunday or public holiday before 1.00 p.m. and the employee continues to work further overtime which extends after 1.00 p.m.; or
  - (c) two hours before 7.30 a.m. on any day,
- such employee will be entitled to an unpaid meal break of 30 minutes and will, in addition to any overtime payment provided by this clause, be paid a meal allowance as follows:
- 20.8.1 Seventy five percent of the minimum hourly rate paid to an employee appointed to Level 2 for an evening meal;
- 20.8.2 Seventy per cent of the evening meal rate prescribed above for other meals.
- 20.9 Payment for overtime worked and meal allowance will be made no later than the pay day of the pay period after a claim for payment is lodged.
- 20.10 Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Corporation will reimburse the employee for the cost of suitable transport to the employee's home. This subclause shall not apply where the Corporation provides suitable transport at its own cost.
- 20.11 With the agreement of the employee, time off may be taken in lieu of payment for overtime worked. Such time off may accumulate to a maximum of 38 hours and will be permitted within three months of the working of the overtime unless otherwise mutually agreed. The time off taken in lieu of overtime will be the equivalent of overtime actually worked. If time off in lieu of overtime is not taken within three months and no extension of that time has been mutually agreed, the Corporation will pay the employee for the overtime worked at the rate applicable at the time of the working of the overtime.
- 20.12 An employee who is required to work overtime on any one day between the termination of ordinary hours on one day and the commencement of ordinary hours on the next, and who has not had at least eight consecutive hours off duty between those times, will be released after completion of the overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary hours of duty.
- 20.13 **Recall to duty**
- 20.13.1 If after leaving work, an employee is recalled to duty to work overtime, a minimum payment of three hours will be made.



- 20.13.2 Where an employee is recalled to work within three hours of starting work on a previous recall, the employee is not entitled to any additional payment for the time worked within a period of three hours from the time of commencement of the previous recall.

## CLAUSE 21. SHIFT WORK

OPDATE 15:03:2012 on and from

### 21.1 Shift work and related definitions

#### 21.1.1 Shift workers

The Corporation may require employees appointed to the Computer Operations section of the Information Systems and Asset Management Department to work shift work.

#### 21.1.2 Shift definitions

21.1.2(a) **Afternoon shift** means any shift commencing at or after midday and extending beyond 6.00 p.m.

21.1.2(b) **Night shift** means any shift finishing after midnight and at or before 8.00 a.m.

21.1.2(c) **Day shift** means any shift commencing at or after 7.00 a.m. and finishing at or before 6.00 p.m.

21.1.2(d) **Normal rostered hours** means those identified on the shift roster for each employee for each shift roster cycle.

#### 21.1.3 Hours of work

The ordinary hours of work will not exceed either:

- (a) 38 hours in any one week; or
- (b) 76 hours in any two week period; or
- (c) 152 hours in any four week period.

- 21.1.4 Where the shift roster cycle is such that more or less than the **normal rostered hours** are worked in any pay fortnight, the employee will be paid as if they had worked **normal rostered hours**.

The following conditions will apply:

21.1.4(a) An employee will not be required to work during a shift for more than five hours without a meal break of 30 minutes. Meal breaks, as indicated by the shift roster, may be unpaid or paid.

21.1.4(b) Except at a regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

#### 21.1.5 Shift allowances

21.1.5(a) An employee on **afternoon or night shift**, Monday to Friday will receive a shift allowance of 15% for each hour or part hour (to the nearest quarter hour) worked.

- 21.1.5(b) An employee on **day shift** Monday to Friday will receive a shift allowance of 15% for each hour or part hour (to the nearest quarter hour) worked prior to 8.00 a.m.

## 21.2 Weekend and public holiday work

- 21.2.1 An employee working **normal rostered hours** on weekends (between midnight Friday and midnight Sunday) will receive a shift allowance of 50%. This allowance is in substitution for and not cumulative upon the penalty payments prescribed in Clause 20 Overtime.
- 21.2.2 An employee working **normal rostered hours** on a shift, the major portion of which falls on a public holiday, will be paid a shift allowance of 100% for the shift worked. This allowance is in substitution for and not cumulative upon the penalty payments prescribed in 21.1.5.

## 21.3 Time off in lieu

Employees are entitled to time off in lieu of overtime in accordance with 20.11.

## 21.4 Rosters

- 21.4.1 Rosters will be available to employees at least seven days prior to the date the roster commences.
- 21.4.2 The Corporation will give at least 48 hours notice of change to a rostered shift unless occasioned by an emergency or absence of a shift worker. If less than 48 hours notice is given then the employee is paid at overtime rates.

## 21.5 Additional recreation leave

Employees **regularly** rostered to work on Sundays and public holidays as part of their ordinary hours will receive after each twelve months **continuous service**, one additional week's recreation leave. **Regularly** means an average of at least one Sunday per four weeks, i.e. thirteen Sundays during a period of twelve months.

## 21.6 Daylight saving

- 21.6.1 Where, by reason of State legislation, summer time is prescribed as being in advance of the **standard time** of the State, the length of any shift:
- (a) commencing before the time prescribed by the relevant legislation for the commencement of a **summer time** period; or
  - (b) commencing on or before the time prescribed by such legislation for the termination of a **summer time** period,

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed pursuant to the relevant State legislation.

- 21.6.2 In this section the expression **standard time** and **summer time** will bear the same meanings as are prescribed by the relevant State legislation.

## 21.7 Call back

- 21.7.1 If an employee, having left the Corporation premises, is called back after normal finishing time, that employee will be paid overtime rates for all time worked with a minimum payment of three hours.

- 21.7.2 Wherever practicable, call back will be so arranged that employees have at least ten consecutive hours off duty before being required to start work after working such call back.
- 21.7.3 An employee who is called back after finishing ordinary work and cannot have ten consecutive hours off duty before the next ordinary commencement time, will normally be released from duty until having had ten consecutive hours off duty without loss of pay for ordinary working time during such absence.
- 21.7.4 If, on the instruction of the Corporation, the employee resumes or continues work without having had ten consecutive hours off duty, that employee will be paid at the rate of double time until finishing such duty and will then be entitled to be off duty until having had ten consecutive hours off duty without loss of pay for ordinary time occurring during such absence.
- 21.7.5 The provisions of the preceding paragraphs will not apply when the time is worked by arrangement between employees or where the call back is as the result of an acknowledged error by the employee.

#### 21.8 **Transport reimbursement**

The Corporation will reimburse employees for the cost incurred by employees to and from the employee's home in the following situations:

- (a) At the beginning and end of a night shift;
- (b) At the end of an afternoon shift;
- (c) At the beginning of day shift, commencing prior to 8.00 a.m. outside of the summer time period; or
- (d) At the end of any overtime that occurs outside of period 8.00 a.m. to 6.00 p.m. Monday to Friday.

This subclause shall not apply where the Corporation arranges and meets the cost of suitable transport.

#### 21.9 **Permanent car parking**

- 21.9.1 The Corporation will reimburse staff for car parking costs who are rostered to, and perform shift work. This is made available to employees on the basis that they pay for the facility and the Corporation reimburses them on a fortnightly basis for the period of time that they are rostered for shift work.
- 21.9.2 Where an employee wishes to discontinue their car parking arrangements, reasonable notice must be given.

**CLAUSE 22. INFORMATION SYSTEMS EMPLOYEES -  
ON CALL AND SCHEDULED WEEKEND WORK ALLOWANCES**

OPDATE 01:07:2018 1<sup>st</sup> pp on or after (cl. 22.2.2(a) & 22.5.3)

**22.1 Application**

This clause applies only to employees employed in the information systems area.

**22.2 Eligibility**

**22.2.1 Basis for payment**

On call must be approved by the Manager, Information Systems.

**22.2.2 On call rates**

22.2.2(a) An employee rostered on call will be paid on the following basis:

(i) *Applications development and technical support*

- Monday to Friday: at the rate of \$53.30 per day.
- Saturday and Sunday: at the rate of \$71.03 per day.
- Public Holidays: at the rate of \$71.03 per day.

(ii) *Computer operations*

- Monday to Friday: at the rate of \$44.73 per day.
- Saturday and Sunday: at the rate of \$62.09 per day.
- Public Holidays: at the rate of \$62.09 per day.

22.2.2(b) The Corporation will review the on call allowance each year in April, with any adjustments to apply from 1 July.

22.2.2(c) Where there is to be an increase to the on call rates, the increase will be paid from 1 July. Employees will be notified of the increase prior to the effective date.

22.2.2(d) Where no change is to occur to the on call rate, the employee will be advised in writing prior to 1 July that no variation will take place.

**22.3 Call out to site**

**22.3.1 Overtime rates**

22.3.1(a) Where an employee actually visits the site to resolve a computer problem, overtime will be paid at the following rates:

- (i) Monday to Friday: time and a half for the first two hours and double time thereafter, with a minimum payment as for three hours work.
- (ii) Saturday and Sunday: double time for all time worked with a minimum payment as for three hours work.
- (iii) Public holidays: double time for all time worked with a minimum payment as for three hours work.

22.3.1(b) The overtime rates in this subclause will apply whether or not an on call allowance is paid. The overtime claim will include all travel time (point to point).

- 22.3.1(c) If the employee receives a further call or call out, within three hours of the preceding call out or phone enquiry, the employee will not receive a further three hour minimum payment. However, if the time taken for the combined calls / call outs exceeds three hours, the call out will be paid for the full period of time in excess of the three hours minimum.

## 22.4 Call out worked at home

- 22.4.1 Where an employee receives an enquiry which can be resolved at home, via modem/equipment, overtime will be paid at the rates set out in 22.3. This applies to employees whether or not an on call allowance is paid.
- 22.4.2 If the employee receives a further call or call out, within three hours of the preceding call out or phone enquiry, the employee will not receive a further three hour minimum payment. However, if the time taken for the combined calls/call outs exceeds three hours, the call out will be paid for the full period of time in excess of the three hours minimum.

## 22.5 Weekly loss of freedom allowance

Where an employee is rostered on the help desk outside normal hours of duty (8.00 a.m. to 6.00 p.m.), but without being required to work overtime, a weekly loss of freedom allowance is paid.

### 22.5.1 Positions

The positions listed below are positions which attract a weekly loss of freedom allowance:

#### *Information systems department*

- Client Service Centre Administrator
- Client Service Technician
- Help Desk Controller

### 22.5.2 Basis of payment

A weekly loss of freedom allowance will be paid to employees on approval of the Manager, Information Systems and notification to the Human Resources Department. Payment will extend to employees regardless of classification level or actual **salary** amount paid. In the case that an employee is no longer rostered to work on the help desk, payment will cease.

### 22.5.3 Rate

Employees will be paid on the following basis:

- *Monday to Friday*: \$16.46 per week plus 2.5 hours at the rate of time and a half.

## 22.6 Normal operational tasks (staff who are not on call)

Tasks conducted on a specific basis which may include a check on progress of processing jobs, problem resolution, job initiation and determination. They may be performed at home if physical on site attendance is not necessary.

Where an employee is not officially rostered on call, that is required to perform "normal operational" tasks, then the employee will be paid overtime as set out below. Employees will not receive the on call allowance.

In the case of employees performing such duties, the Manager, Information Systems, is required to notify the Human Resources Department.

#### 22.6.1 Overtime rates

One minimum payment of three hours per period of eight consecutive hours, unless the time taken on the tasks exceeds the three hour minimum. In such cases, the employee will be paid for the total time worked.

#### 22.6.2 Remuneration

The remuneration will be calculated as follows:

- (a) *Weekdays*: minimum payment or total time at the rate of time and a half.
- (b) *Weekends*: minimum payment or total time at the rate of double time.
- (c) *Public holidays*: minimum payment or total time at the rate of double time and a half.

### 22.7 **Reimbursement of telephone calls**

If an employee is contacted by phone after hours and is able to resolve the problem over the phone, the employee may be reimbursed on a monthly basis for rental and business related calls at current carrier rates. Payments are made on the following basis:

#### 22.7.1 Telephone rental

- One week (or less) per month on call: at 0%
- Over one week per month on call: at 100%

#### 22.7.2 Support telephone calls

- If monthly telephone rental reimbursed: at 0%
- If monthly telephone rental not reimbursed: at 100%

### 22.8 **Mobile phones**

When an employee uses his/her private mobile phone to resolve a problem, he/she will only be reimbursed for the telephone calls at the current carrier rates and not the telephone rental.

### 22.9 **Use of private vehicles**

#### 22.9.1 Criteria

Where a call out is made and the employee is required to visit the site, the employee may be reimbursed for the use of their private vehicle.

#### 22.9.2 Reimbursement

22.9.2(a) The rates for reimbursement to an employee for use of his or her private vehicle are contained in the Schedule of Variables of the Corporations Motor Vehicles and Parking **Policy**.

22.9.2(b) Reimbursement will not apply to **salary** sacrifice or tool of trade vehicles.

### 22.9.3 Approval procedure

22.9.3(a) Employees must seek prior approval to use their private vehicle with the Manager, Information Systems, before any actual use. The approval may be a standing approval for a predetermined period.

22.9.3(b) Approval must not be given without proof of the private vehicle having current third party property or comprehensive insurance cover. A copy of the proof of the appropriate insurance cover must be attached to the written approval. Copies of the written approval are to be forwarded to the Human Resources Department (for attention on the employees personnel file) and to the Administration Assistant.

### 22.10 **Transport after hours by taxi reimbursement**

An employee will be reimbursed the cost of a taxi cab fare in the following situations:

- (a) After working overtime in accordance with 20.10; and
- (b) Call out to site.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### CLAUSE 23. PUBLIC HOLIDAYS

OPDATE 12:08:2015 on and from

- 23.1 Subject to 20.4, an employee is entitled to holidays and to be paid at the ordinary rate of pay on the following days:
- 23.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 23.1.2 Australia Day, Anzac Day, Queen's Birthday, Labour Day and Adelaide Cup Day.
- 23.1.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December.
- 23.1.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December.
- 23.1.5 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.
- 23.2 Where public holidays and bank holidays are declared or prescribed on days other than those set out in 23.1, those days will constitute additional holidays for the purpose of this Award.
- 23.3 The Corporation, with the agreement of the employees, may substitute another day for any prescribed in this clause.
- 23.3.1 The consent of the majority of affected employees will constitute agreement.
- 23.3.2 An agreement pursuant to 23.3.1 will be recorded in writing and be available to every affected employee.
- 23.3.3 The **Union** which are party to this Award will be informed of any proposed agreement pursuant to 23.3.1.
- 23.4 Where a paid holiday falls on a normal working day (i.e. from Monday to Friday inclusive) during a period when an employee is on annual leave, the period of leave will be extended accordingly.

### CLAUSE 24. ANNUAL LEAVE

OPDATE 15:03:2012 on and from

#### 24.1 **Full-time employees**

A full-time employee is entitled to annual leave on full **salary** for four weeks for each year of service. That entitlement will accrue from whole month to whole month.

#### 24.2 **Part-time employees**

- 24.2.1 A part-time employee is entitled to four weeks annual leave for each year of service, accrued month by month on a pro rata basis according to the number of hours that have been agreed in the contract of employment.
- 24.2.2 Payment will be made for the number of hours the employee would have normally worked during that period.



### 24.3 Grant of annual leave

- 24.3.1 Leave will be taken at a time agreed between the Corporation and the employee.
- 24.3.2 Before commencing leave, an employee who so requests will be paid the salary which would otherwise have been paid to that employee on pay days occurring during such leave.
- 24.3.3 Leave is calculated in hours but will normally be taken in working days, or by agreement, in part days.
- 24.3.4 An employee who retires will be given the option of taking leave (including pro rata leave) due prior to retirement, or being paid a monetary equivalent of that leave on retirement.
- 24.3.5 The Corporation may, at its discretion, grant an employee leave in advance of the entitlement set out in 24.1 and 24.2.
- 24.3.6 An employee who ceases employment will be paid the monetary value of any leave due. Except in the case of an employee's death, an employee must repay the monetary value of leave granted in respect of which service has not been performed at the time that employee leaves the employment of the Corporation.
- 24.3.7 On an employee's death, leave eligibility will be calculated up to the date of death, converted into a monetary equivalent and paid to the employee's estate.

### 24.4 Annual leave loading

- 24.4.1 During a period of leave or in respect of pro rata annual leave an employee will be entitled to an amount equal to 17.5 per cent of **total remuneration** for four weeks per service year with the maximum equal to the average of one weeks earnings of all males (Australia ABS) for the September quarter of the year prior to the payment being made.
- 24.4.2 Unless the Corporation otherwise directs in writing, an employee must repay the annual leave loading granted in respect of that period of service which has not been performed by the employee at the time that employee leaves the employment of the Corporation.
- 24.4.3 Where the leave is taken in more than one period payment will be made in amounts proportionate to the actual period of leave taken or, where the employee requests, in one amount provided that the leave has been accrued and a period of at least five consecutive days has been approved.

### 24.5 Annual leave in single days

An employee may elect, with the consent of the Corporation, to take annual leave in single day periods or part of a single day not exceeding a total of ten days in any calendar year at a time or times agreed.

### 24.6 Outstanding annual leave

At the request of an employee, annual leave may be carried forward for a maximum period of 2 years from the date of entitlement.

## CLAUSE 25. PERSONAL LEAVE

OPDATE 12:08:2015 on and from

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 10.5.8.

25.1 The term ***immediate family*** includes:

25.1.1 Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

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

## 25.2 **Amount of paid personal leave**

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- (a) due to personal illness or injury;
- (b) for the purposes of caring for an ***immediate family*** or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

An employee is entitled to use the following amount of their paid personal leave for absence due to personal illness or injury:

- (i) Six days leave on commencement;
- (ii) After 6 months, a further six days leave;
- (iii) 12 days leave in the second and each subsequent year of service.

## 25.3 **Personal leave for personal injury or illness**

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

## 25.4 **Accumulation of personal leave**

Personal leave will accrue from year to year.

## 25.5 **Personal leave to care for an immediate family or household member**

25.5.1 Subject to 25.5.2 and 25.5.3, an employee is entitled to use their personal leave to care for members of their ***immediate family*** or household who are sick and require care and support or who require care due to an unexpected emergency.

25.5.2 The entitlement in 25.5.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

25.5.3 Except as provided for in 25.5.4, not more than 76 hours of personal leave can be used in a year by an employee for the purposes set out in 25.5.1. Provided that, an employee who normally works eight or more hours per day so as to provide a rostered day(s) off in a work cycle is entitled to use up to 80 hours of their accrued personal leave in a year for the purposes set out in 25.5.1.

25.5.3(a) These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

25.5.4 By agreement between an Corporation and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 25.5.1 and 25.5.2, beyond the relevant limit set out in 25.5.3. In such circumstances, the Corporation and the employee shall agree upon the additional amount that may be accessed.

## 25.6 **Employee must give notice**

25.6.1 An employee will, if possible prior to the commencement of duty, inform his or her immediate supervisor of any inability to attend for reasons of illness or injury and as far as practicable, will state the estimated duration of the absence.

25.6.2 If the absence extends past the estimated duration, the employee will inform his or her immediate supervisor of the estimated duration of the further absence.

25.6.3 Where appropriate, the employee must advise his or her manager if the illness is infectious.

25.6.4 If it is not practicable for the employee to give prior notice of absence, the employee must notify the Corporation at the first opportunity.

25.6.5 Before taking leave to care for members of their **immediate family** or household who are sick and require care and support or who require care due to an unexpected emergency, the employee must, as soon as practicable, notify his or her supervisor before his or her next rostered starting time, unless he or she has a good reason for not doing so.

The notice must include:

- (a) The name of the person requiring care and support and his or her relationship to the employee;
- (b) The reasons for taking the leave; and
- (c) The estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the Corporation by telephone at the first opportunity.

## 25.7 **Evidence supporting claim**

25.7.1 The employee must, if required by the Corporation, establish by production of a medical certificate, statutory declaration or certificate from a **health practitioner** that the employee was unable to work because of injury or personal illness.

25.7.2 A **health practitioner** means a registered chiropractor, registered dentist, registered medical practitioner, registered optician, registered occupational therapist, registered psychologist, registered physiotherapist, registered podiatrist or registered speech pathologist.

### 25.7.3 Illness or injury whilst on annual leave or long service leave

An employee who becomes ill or is injured while on annual leave or long service leave may apply to convert the period to personal leave. Approval is subject to the following:

- 25.7.3(a) Production of a medical certificate covering the period of illness or injury.
- 25.7.3(b) For long service leave, provided the period is at least one calendar week
- 25.7.3(c) The employee having sufficient personal leave credit to cover the period.
- 25.7.3(d) Where approval is given for an employee to convert a period of long service leave to personal leave (subject to agreement between the employee and the Manager, Human Resources) a period of long service leave equivalent to the period of approved personal leave may be:
- (i) Taken at the end of the period of long service leave originally approved; or
  - (ii) Added to the employee's future long service leave entitlement; or
  - (iii) Added to remuneration in lieu of long service leave.
- 25.7.3(e) An employee who is absent on special leave without pay is not eligible for paid personal leave until after the expiration of the period of special leave without pay.
- 25.7.4 When taking leave to care for members of their **immediate family** or household who are sick and require care and support, the employee must, if required by the Corporation, establish 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.
- 25.7.5 When taking leave to care for members of their **immediate family** or household who require care due to an unexpected emergency, the employee must, if required by the Corporation, establish production of a medical certificate or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

## 25.8 **The effect of worker's compensation**

If an employee is receiving worker's compensation income maintenance payments pursuant to the *Return To Work Act 2014*, he or she is not entitled to personal leave.

## 25.9 **Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Corporation and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 25.6 and 25.7 are met.

## **CLAUSE 26. BEREAVEMENT LEAVE**

OPDATE 15:03:2012 on and from

### 26.1 **Paid leave entitlement**

An employee other than a casual is entitled to up to three days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies or is seriously ill.

## 26.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to three days unpaid bereavement leave.

## 26.3 Evidence supporting claim

The Corporation may require the employee to provide satisfactory evidence of the death or serious illness of the member of the employee's immediate family or household.

### CLAUSE 27. LONG SERVICE LEAVE

OPDATE 15:03:2012 on and from

#### 27.1 Entitlement

An employee who has completed at least ten years service is entitled to the following long service leave:

- 27.1.1 Ninety calendar days in respect of the first ten years of service.
- 27.1.2 Nine calendar days for each subsequent year up to and including the fifteenth year of effective service.
- 27.1.3 Fifteen calendar days for the sixteenth and subsequent year of effective service.

#### 27.2 Taking of leave

- 27.2.1 Long service leave is to be taken at a time mutually convenient to the Corporation and the employee with employees required to give reasonable notice (a minimum of 30 calendar days) of their intention to take long service leave.
- 27.2.2 An employee with ten years of effective service is required to take long service leave within three years of the commencement of the eleventh year to reduce the long service leave credit by the number of days which accrued at the end of the tenth year.
- 27.2.3 After subsequent periods of ten years service employees are similarly required to take long service leave within three years of the twentieth and thirtieth anniversaries to reduce their long service leave credit by that amount which accrued during each ten year period of effective service.
- 27.2.4 Employees who do not commence leave within the three years are deemed to be on leave from their thirteenth and, where appropriate, their 23rd and 33rd anniversary.
- 27.2.5 Every day occurring during a period of long service leave is (whether it is a working day or not) regarded as a day of that leave.
- 27.2.6 The minimum period of leave that can be taken is fourteen calendar days unless, due to special circumstances, the Manager Human Resources approves a shorter period.

Special circumstances may include for example:

- (a) Attendance at a defence training course;
- (b) Illness where paid sick leave has been exhausted;
- (c) Reasons involving urgent or emergency circumstances; or
- (d) The need to care for children.

27.2.7 Where an employee has been granted fourteen days leave or less, leave commences from the first working day of absence up to and including the last normal working day prior to resumption of duty.

27.2.8 In relation to 27.2.2, 27.2.3, and 27.2.4, where an employee has already accrued long service leave prior to the implementation of this clause, such accumulated entitlement shall not be lost and the employee will be required to take long service leave within three years of the date of ratification.

### 27.3 **Effective service**

27.3.1 In calculating long service leave, effective service is the period of an employee's **continuous service** in the Corporation, together with any recognised prior service. Where a break in service of more than three calendar months occurs, prior service is not recognised.

27.3.2 Where periods of special leave without pay amounting to in excess of 22 working days in any one year of service have been taken, these periods do not count as service for the calculation of long service leave entitlements.

### 27.4 **Pro rata long service leave**

Employees with at least seven years effective service but less than ten years may be granted long service leave where special circumstances exist up to a maximum period of nine days for each completed year of effective service.

### 27.5 **Conversion of long service leave**

27.5.1 A period of long service leave may not be split or interrupted for any reason other than leave for bereavement or illness/injury.

27.5.2 Conversion of long service leave to other forms of leave may be approved in these circumstances.

### 27.6 **Payment of long service leave**

27.6.1 Long service leave may be applied for on full or half pay. Applications for long service leave on half pay must be an even number of calendar days, with the first half of the leave being regarded as on full pay and the second half being regarded as leave without pay (to count as service).

27.6.2 At the time of applying for long service leave an employee may apply to have the remuneration, which would have been paid on paydays occurring during the period of leave, paid in advance. If the leave is approved the remuneration is paid on the last payday prior to the employee proceeding on leave.

27.6.3 Where pay in advance is required, the completed leave application must be lodged with the Human Resources Department at least 30 calendar days prior to the commencement of leave.

### 27.7 **Payment for long service leave on termination**

Employees who resign, retire or have their employment terminated after at least seven years service are paid the monetary value of any long service leave accrued but not taken, except where an employee is summarily dismissed.

## 27.8 Long service leave calculations with prior service

### 27.8.1 Entitlement date

Where an employee has approved prior service in accordance with the Recognition of Prior Service **policy**, the date of entry for long service leave purposes is determined as the date of commencement with the earliest recognised employer.

### 27.8.2 Effect of special leave without pay

Any period or periods of special leave without pay accumulating to in excess of 22 working days in any one year of service are deducted from the original entry date to determine the long service leave entitlement.

### 27.8.3 Calculation of long service leave with prior service

Long service leave is calculated on completed months of service. Payment is therefore made up to the date of entitlement for the completed month of service immediately prior to ceasing employment or taking long service leave.

## CLAUSE 28. JURY SERVICE

OPDATE 15:03:2012 on and from

- 28.1 An employee attending jury service during ordinary working hours may be granted leave for the period stated in the Certificate of Attendance provided by the sheriff's office. The certificate is to be attached to the application for special leave with pay.
- 28.2 An employee is required to pay the gross payment received from the courts in respect of such service, excluding travelling allowance, to the Corporation on receipt.

## CLAUSE 29. PARENTAL LEAVE

OPDATE 15:03:2012 on and from

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part time and **eligible casual employees**, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an Corporation on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

The Corporation must not fail to re-engage a casual employee because:

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

The rights of the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

## 29.1 Definitions

- 29.1.1 For the purpose of this clause **child** means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 29.1.2 Subject to 29.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 29.1.3 In relation to 29.7, **spouse** includes a de facto spouse but does not include a former spouse.

## 29.2 Basic entitlement

- 29.2.1 After twelve months **continuous service**, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their **child**. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 29.2.2 Subject to 29.5.6 parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 29.2.2(a) For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the **child**;
- 29.2.2(b) For adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.

## 29.3 Variation of period of parental leave

Where an employee takes leave under 29.2.1 or 29.4.1(b), unless otherwise agreed between the Corporation and employee, an employee may apply to the Corporation to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 29.2 or 29.4.1(b).

## 29.4 Right to request

- 29.4.1 An employee entitled to parental leave pursuant to the provisions of 29.2 may request the Corporation to allow the employee:
- (a) to extend the period of simultaneous unpaid parental leave provided for in 29.2.2 up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in 29.2.1 by a further continuous period of leave not exceeding 12 months;
- (c) to return 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.

- 29.4.2 The Corporation 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 Corporation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.



29.4.3 Employee's request and the Corporation's decision to be in writing

The employee's request and the Corporation's decision made under 29.4.1(b) and 29.4.1(c) must be recorded in writing.

29.4.4 Request to return to work part-time

Where an employee wishes to make a request under 29.4.1(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.

29.5 **Maternity leave**

29.5.1 An employee must provide notice to the Corporation in advance of the expected date of commencement of parental leave. The notice requirements are:

29.5.1(a) Of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks; or

29.5.1(b) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

29.5.2 When the employee gives notice under 29.5.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her **spouse** and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

29.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

29.5.4 Subject to 29.2.1 and unless agreed otherwise between the Corporation and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

29.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Corporation may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

29.5.6 Special maternity leave

29.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

29.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

29.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

29.5.7 Where leave is granted under 29.5.4, during the period of leave an employee may return to work at any time, as agreed between the Corporation and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

29.5.8 Transfer to a safe job

29.5.8(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Corporation deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

29.5.8(b) If the transfer to a safe job is not practicable, the employee may elect, or the Corporation may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

29.6 **Paternity leave**

29.6.1 An employee will provide to the Corporation at least ten weeks prior to each proposed period of paternity leave, with:

29.6.1(a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

29.6.1(b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

29.6.2 Except in relation to leave taken simultaneously with the child's mother under 29.2.2 and 29.4 a statutory declaration stating:

29.6.2(a) He will take that period of paternity leave to become the primary care-giver of a **child**;

29.6.2(b) Particulars of any period of maternity leave sought or taken by his spouse; and

29.6.2(c) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

29.7 **Adoption leave**

29.7.1 The employee will notify the Corporation at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a **child** takes place earlier.

29.7.2 Before commencing adoption leave, an employee will provide the Corporation with a statutory declaration stating:

29.7.2(a) The employee is seeking adoption leave to become the primary care-giver of the **child**;

29.7.2(b) Particulars of any period of adoption leave sought or taken by the employee's **spouse**; and

29.7.2(c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

29.7.3 The Corporation may require an employee to provide confirmation from the appropriate government authority of the placement.

29.7.4 Where the placement of the **child** for adoption with an employee does not proceed or continue, the employee will notify the Corporation immediately and the Corporation will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

29.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a **child**, the death of a spouse, or other compelling circumstances.

29.7.6 An employee seeking to adopt a **child** is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Corporation should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Corporation may require the employee to take such leave instead.

## 29.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the employee has accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 29.4.

## 29.9 Returning to work after a period of parental leave

29.9.1 An employee must notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

29.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 29.5.8, the employee will be entitled to return to the position they held immediately before to such transfer.

29.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## 29.10 Replacement employees

29.10.1 A replacement employee is an employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

29.10.2 Before the Corporation engages a replacement employee the Corporation will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## 29.11 Communication during parental leave

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

- 29.11.1(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
  - 29.11.1(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.
- 29.11.2 The employee shall take reasonable steps to inform the Corporation 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.
- 29.11.3 The employee shall also notify the Corporation of changes of address or other contact details which might affect the Corporation's capacity to comply with 29.11.1.

**APPLICATIONS FILED**

<i>File No</i>	<i>Description</i>
<b>00666/2012</b>	<b>NEW AWARD</b> New "WorkCover Corporation of S.A. Award 2012" Award made - oupdate 15/03/2012 (wages & work related allowances oupdate ppc 01/10/2011). Previous "1998" Award rescinded 15/03/2012.
<b>02817/2012</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2012. Oupdate ppc 01/07/2012.
<b>03371/2013</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2013. Oupdate ppc 01/07/2013.
<b>04499/2014</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2014. Oupdate ppc 01/07/2014.
<b>06646/2015</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2015. Oupdate ppc 01/07/2015.
<b>06650/2015</b>	<b>AWARD VARIATION</b> Award varied. Cl. 1 Title changed FROM WorkCover Corporation of S.A. Award 2012 TO ReturnToWorkSA Award 2015, Cl. 3 Definitions, Cl. 4 Scope & Parties Bound, Cl. 5 Relationship to Other Industrial Instruments, Cl. 17 Allowances, Cl. 23 Public Holidays, Cl. 25 Personal Leave re title and deletion of Finance Sector Union. Oupdate 12/08/2015.
<b>3185/2016</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2016. Oupdate ppc 01/07/2016.
<b>3295/2017</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2017. Oupdate ppc 01/07/2017.
<b>4384/2018</b>	<b>AWARD VARIATION</b> Award varied. Cl. 15 Rates of Pay, Cl. 17 Allowances, Cl. 18 Supported Wage Provisions, Cl. 22 Information System Employees - On Call & Scheduled Weekend Work Allowances re SWC 2018. Oupdate ppc 01/07/2018.