



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 A. PROCEDURAL

#OPDATE 15:12:95 1st pp on or after

Clause A1. Title

#OPDATE 05:05:94 1st pp on or after

This Award shall be known as the South Australian Government Building Trades Award.

Clause A2. Arrangement

OPDATE 22:03:2006 1st pp on or after

PART A PROCEDURAL

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Clause A3. Scope & Persons Bound

OPDATE 01:04:2008 on and from (s 99 review)

(a) Except as provided in subclause (b) hereof, this award shall be binding upon the Chief Executive, Department of the Premier and Cabinet, the South Australian Health Commission, Hospitals and Health Units incorporated under the South Australian Health Commission Act, hereinafter referred to as the employer and the Australian Workers Union, and the Construction, Forestry, Mining and Energy Union of Australia (SA Branch) and persons engaged or employed by the employers in the callings of Bricklayer, Carpenter, Glazier, Joiner, Painter, Plasterer, Setter Out, Signwriter and Silk Screen Operator.

(b) This award shall not be binding upon those persons who at the time of making this award were subject to an industrial agreement within the meaning of Schedule 1 Transitional Provisions of the Industrial and Employee Relations Act 1994.

Clause A4. Locality

#OPDATE 05:05:94 1st pp on or after

This award shall apply throughout the State of South Australia.

Clause A5. Duration

#OPDATE 05:05:94 1st pp on or after

This award shall come into operation on and from 5th May, 1994, and shall remain in force for a period of three months.

Clause A6. Definitions

OPDATE 22:03:2006 1st pp on or after

For the purposes of this Award:-

"Bricklayer" means an employee employed on bricklaying or tuckpointing work. Without limiting the generality of the foregoing, the work of bricklayers may include: Bricklaying, brickcutting, tiling, setting pointed brickwork, firework, setting coke slabs, coke bricks, cutting openings in brickwork, stone setting and the laying of all types of blocks including concrete, masonry, terra cotta, glass, plaster, plastic and synthetic or reconstituted material blocks or bricks, paving bricks and brick blocks or tiles laid in sand.

"Carpenter or Joiner" means an employee employed as a carpenter and/or joiner upon shop fitting work or construction work (as defined), and upon any work ordinarily performed by carpenters and joiners in any workshop, establishment or yard including on site building projects. Without limiting the generality of the foregoing, the work of carpenters may include:

- (a) work in connection with prefabricated units;
- (b) the marking out, lining, plumbing and levelling of steel formwork and supports thereto;
- (c) the stripping of steel formwork shutters or boxing;
- (d) the erection of curtain walling and the fixing of external wall cladding;
- (e) the erection of metal windows or doors;
- (f) the manufacture, installation, alteration and/or repair of shop-fronts, show cases, exhibitors' stands, and interior fittings and fixtures in or on buildings, and the erection or installation of partitions, including the insertion of glass panels where the glass is 6.35 mm or less in thickness by beads or moulds or other glazing methods;
- (g) pre-cutting or prefabricating of buildings, including the actual erection of a building using prepared sections or components;

"Commission" means the Industrial Relations Commission of South Australia.

"Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

"Construction Work" means, without being limited to, all work performed under this Award in connection with the erection, repairs, renovations, ornamentations or demolition of buildings or structures, the making, preparing, assembling and fixing of any material necessitating the use of tradespersons, tools or machines, the prefabricating of a building in an open yard, and all carpentry or joinery work, shop work, or construction work performed on an "on site" building project.

"Glazier" means an employee engaged in any manner whatsoever in glazing, glass cutting, glass processing, cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, fitting and fixing glazing bars, leadlight and metal glazing including cutting glass, assembling and fixing such glass by means of lead and/or metal sections.

"Maintenance work" means small repair and renovating work performed by employees under this award employed in a mixed enterprise not being work in or in connection with the erection of structures whose purpose is the extension of the productive, administrative, storage, or distributive functions of such an enterprise.

"Mixed enterprise" for the purpose of this Award means the activities of the Government Departments, and the South Australian Health Commission Hospitals and Health Centres.

"Operator of Explosive - Powered Tools" means an employee qualified in accordance with the laws and regulations of South Australia to operate explosive-powered tools.

"Painter" means an employee engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery and equipment fences and posts (commercial, residential, industrial or otherwise).

The painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as aforementioned.

Without limiting the generality of the foregoing the work of painters includes the painting of pipe lines, conduits, valves, condensers, cocks, control and/or regulating stations or substations, and/or pumping, suction syphon, syphon booster stations or substations and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons and any other supports, and all machinery and appurtenances relating to the foregoing on water, land or sea, used or to be used for the purpose of storing and/or regulating and/or conveying liquids or gases including natural oils and gases. Paperhanging, applying and/or fixing wall-hangings or coverings, decorating, kalsomining, distempering plastic relief and texture work, graining, marbling, gilding, enamelling, varnishing and lacquering and the replacement of glass.

The mixing of and/or application of and or fixing of paint or like matter or substitute or mixtures and compositions or compounds for texture or plastic coating and finishes or other decorative or protective coatings and/or finishes, of putty, stopping caulking mixtures, compositions or compounds, oils varnishes, watercolours, lacquers, stains, wallpapers, wallhanging or coverings and/or other materials used in the painting and decorating these with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions or compounds for texture or plastic coatings and finishes or other decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils varnishes, watercolours, lacquers, stains, wallpapers, wallhangings or coverings coating, or other materials used in the painting and decorating trade by heat, flame, water solvents, electrical, mechanical, air powered or hand tools or by grit, shot or other abrasives or by any other means and the preparation of the work and material required in any of the aforementioned branches of the trade.

"Plasterer" means an employee employed on internal and/or external plastering and/or cement including without limiting the generality of the foregoing, finishing and/or topdressing and/or patching concrete work, rendering with all forms of plaster including applying and finishing acoustic, insulating or fireproofing materials bonded with plaster, plastic, cementitious or similar substances, waterproofing work in cement, bitumen, plaster or patent material, granolithic floor laying (i.e. floors laid with material or aggregate consisting of marble chips, blue stone toppings, crushed slag or similar material) press cement work, cement floors (including magnesite and/or composition floors) marble mosaic paving, terrazzo and similar work, texture or pebble finish work formed in cement, plaster, asbestos, vermiculite, perlite or other expanded aggregate or patent materials, sewer and/or tunnel plastering including the rendering of manholes, pits, sumps, tanks and filter beds, lathing for plastering work, ecagiola and similar work, plaster, fibrous plaster, plaster-glass fixing, ceiling fixing, plaster board fixing and laying or fixing of tiles of terra cotta or pottery ware, faience, ceramic (excepting where done in connection with bricklaying work) opalite, (not exceeding 930 square centimetres) plastic or similar materials, and rendering of house connection work such as taps, connections, basins, etc. and the jointing of pipes of concrete or cement composition used in sewer work (except where such work is done by a licenced drainer approved by the local authority to do such work) whether all of the foregoing is done by manual or mechanical means.

"Setter Out" shall mean an employee interpreting working drawings or plans, computing or estimating quantities, selecting and setting out materials or rods from a plan, marking out, setting up guides, jigs or machinery for fixing hardware or for the repetitive production of building modules, sections or components, or other components required for manufacture to a specific design.

"Signwriter" means an employee who is in addition to having a knowledge of painting, kalsomine, staining and varnishing does any of the following work:

Signwriting designing and/or lettering of price tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering and without limiting the generality of the foregoing shall include:

(a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;

(b) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;

(c) gilding i.e. the application of gold, silver, aluminium, or any metal leaf to any surface;

(d) designing and laying out of cutout displays of all descriptions, either pictorial scenic or lettering and shall under the terms of this award, include the making, designing, laying out, placing or erecting signs by the use of a Letteron lettering machine, panograph lettering machine or other similar machine.

(e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.

Without limiting the general meaning signwriting work, shall include making of stencils and stencilling by screen or any other method and the making and/or fixing of transfers.

"Shop Work" means any carpentry or joinery work performed by a carpenter or joiner in a workshop not located on an "on site" building project.

"Silk Screen Operator (non-tradesperson)" means an operator employed exclusively in a workshop to reproduce printing or art work from a silk screen mat or stencil.

Union representatives on a Committee shall be entitled to paid time to attend Committee meetings and, as agreed with the Department, Hospital or Health Centre, to reasonable paid time to attend to other associated business, have reasonable access to transport and also to have reasonable access to "office facilities" for the purpose of undertaking Committee business.

"Paid time" for the purpose of this sub-clause shall not extend to or include the provision, payment or substitution of any time for which a union representative is not scheduled or rostered to work. Meetings should, so far as practicable, be arranged to allow all Committee members to attend during their normal working time.

"Spouse" includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.

Clause A7. Work Level Definitions

#OPDATE 05:05:94 1st pp on or after

Employees shall be classified having regard to the work level definitions as prescribed below and the typical tasks prescribed in the appropriate activity schedule.

BUILDING TRADES EMPLOYEE TRAINING LEVEL

- . Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities, applicable to the base level of work for which they have been recruited, in more than one occupational calling where appropriate.
- . Appointment to the trainee level will be for a period of up to three months. At the expiration of that time, trainees who have demonstrated a satisfactory work performance shall be appointed to a base Level position appropriate to their classification.
- . Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned.
- . Information will be provided with regard to Occupational Health and Safety regulations, procedure and legislation and Equal Employment Opportunity and practice.
- . Direct instruction and monitoring by a skilled and experienced employee will be provided to employees at this level.

BUILDING TRADES EMPLOYEE LEVEL 1

Employees at this level will be required to perform a broad range of routine tasks.

Work at this level is characterised by the following:

- . generally labour intensive in nature,
- . may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level,
- . performed under direct instruction,
- . instruction given is by way of verbal, written or diagrammatic direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 1 are described in the Activity Schedule.

BUILDING TRADES EMPLOYEE LEVEL 2

Employees at this level will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- . the application of specific and prescribed training and experience,
- . may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of an employee at level 1,
- . performed under general direction,
- . require the exercise of limited judgement in the execution of their own work,
- . instruction given is by way of general verbal, written or diagrammatic direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- . may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress, subject to work and training availability.

Tasks typical of Level 2 are described in the Activity Schedule.

BUILDING TRADES EMPLOYEE LEVEL 3

Employees at this level will be required to perform either:

* A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2:

Work at this level is characterised by the following:

- . prerequisite skills have been acquired through relevant experience and/or training,
- . may require the operation of machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at level 2,
- . performed under general direction,
- . exercise judgement and initiative in the day to day execution of their own work,
- . instruction given is by way of general direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member,
- . may from time to time be required to perform work of a lower level.

Employees will be given an opportunity to participate in on-going skills training to enable them to progress, subject to work and training availability.

Tasks typical of Level 3 are described in the Activity Schedule.

OR

* Activities associated with Level 2 and the following:

- . allocate, and determine work priorities

[This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken].

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the work site or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her Level 2 skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

BUILDING TRADES EMPLOYEE LEVEL 4

Employees at this level will be required to perform either:

* A range of higher level operative tasks which are above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- . tasks performed require skill specialisation and/or extensive training,
- . may require the set up, program and operation of machinery, equipment and/or facilities,
- . performed under limited direction,
- . an ability to determine and appraise methods of work organisation,
- . the implementation of detailed directions and procedures,
- . provide assistance and guidance within their level of expertise to other employees,
- . assist in the provision of on the job training,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- . may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 4 are described in the Activity Schedule.

OR

* Activities associated with Level 3 and the following:

- . allocate, and determine work priorities.

[This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken].

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,

- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

BUILDING TRADESPERSON LEVEL 1

(BUILDING TRADES EMPLOYEE LEVEL 5)

Employees at this level will be required to either:

- * Apply either trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- . understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- . may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- . performed under broad guidelines,
- . a capacity to programme detailed work functions,
- . the ability to interpret complex instructions and procedures,
- . the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- . may from time to time perform work of a lower level or incidental to their area of expertise.

Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 5 are described in the Activity Schedule.

OR

- * Activities associated with Level 4 and the following:

- . allocate, and determine work priorities.

[This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken].

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

BUILDING TRADESPERSON LEVEL 2**(BUILDING TRADES EMPLOYEE LEVEL 6)**

Employees at this level will be required to either:

* Apply either post trade based skills or equivalent skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- . understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- . may require the set up, program and operation of sophisticated machinery, equipment and/or facilities,
- . perform under broad guidelines,
- . a capacity to initiate and program detailed work functions,
- . the interpretation of sophisticated instructions and procedures,
- . the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- . may from time to time perform work of a lower level.

Employees will be given an opportunity to participate in ongoing skills training to enable them to progress subject to work and training availability.

Tasks typical of Level 6 are described in the Activity Schedule.

OR

* Activities associated with Level 5 and the following:

- . allocate, and determine work priorities.

[This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken].

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

BUILDING TRADESPERSON LEVEL 3**(BUILDING TRADES EMPLOYEE LEVEL 7)**

Employees at this level will be required to apply a combination of advanced post trade skills derived from accredited training, or equivalent, and team leader activities.

Work at this level is characterised by the following:

- . exercises high precision trade skills and/or specialised techniques,
- . may involve diagnosis and the implementation of modification techniques, consistent with this level,
- . perform under broad guidelines,
- . capacity to initiate and program detailed work functions,

- . the interpretation of sophisticated instructions and procedures,
- . the provision of advanced post trade,
- . equivalent guidance and assistance within their own area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- . may from time to time perform work of a lower level.
- . allocate, and determine work priorities.

[This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken].

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

Employees will be given an opportunity to participate in ongoing skills training to enable them to progress, subject to work and training availability.

Tasks typical of Level 7, as agreed between the parties, are described in the Activity Schedule.

Clause A8. Enterprise Flexibility Provision

OPDATE 22:07:2005 1st pp on or after

(a) In this clause a "relevant association" means an organisation of employees that:

(i) has an interest in this award; and

(ii) has one or more members employed by the employer to perform work in the relevant enterprise or workplace

[Note: The failure by an employer to give each relevant Association an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the award.]

(b) At each enterprise or workplace, consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. Each relevant Association shall be entitled to be represented.

(c) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.

(d) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

(e) Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the Commission. The agreement shall be made available in writing, to all employees at the enterprise or workplace and to the Associations having an interest in the Award.

(f) When this award is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.

- (g) The agreement must meet the following requirements to enable the Commission to vary this award to give effect to it:
- (i) that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
 - (ii) that the majority of employees covered by the agreement genuinely agree to it;
 - (iii) that the award variation necessitated by the agreement is consistent with the requirements of Section 79 of the *Fair Work Act 1994*.

PART B. RATES OF PAY

#OPDATE 05:05:94 1st pp on or after

Clause B1. Rates of Pay

#OPDATE 05:05:94 1st pp on or after

(i) Except as elsewhere provided in this award, an employee shall be paid at the rate of pay prescribed in the attached Schedule 1 for the classification level in which the employee is employed.

(ii) An employee shall progress by annual increment until the relevant maximum rate is reached for the appropriate classification.

Clause B2. Payment of Wages

#OPDATE 05:05:94 1st pp on or after

Payment of wages shall be made by direct transfer into an employee's bank or other recognised financial institution account.

PART C. TERMS OF ENGAGEMENT

#OPDATE 05:05:94 1st pp on or after

Clause C1. Contract of EmploymentOPDATE 01:01:2012 1st pp on or after (cl. (c) Casual Employment)

(a) Weekly Employment

Except as hereinafter provided employment shall be by the week. An employee not specifically engaged on a part-time basis or as a casual employee shall be deemed to be employed by the week.

(b) Part-Time Employment

(i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours less than thirty eight (38) per week. An employee so engaged shall be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this Award for the work performed.

(ii) An employee engaged on a part-time basis shall be entitled to receive pro rata entitlement to sick leave, annual leave, bereavement leave, public holidays and other entitlements applicable to full-time employees.

(iii) Additional Hours

(iv) An employee engaged and paid in accordance with this clause who has for a period of at least **12 continuous months** been regularly working additional hours at the request of the employer, and who has a reasonable expectation that the need to work such additional hours will be ongoing, is entitled to apply, in writing, to have the additional hours added to the employee's substantive hours. For the purpose of this subclause, **12 continuous months** means the 12 continuous months immediately preceding the date the written application for the additional hours is received by the employer.

(v) The employer of an employee who is entitled to make the application described in subclause (b)(iv) must notify the employee in writing of the provisions of subclause (b)(iv) within 4 weeks of the employee completing the 12 month qualifying period.

(vi) Any employee who is entitled to make the application described in subclause (b)(iv) and who does not make such application within 4 weeks of receiving the written notice in subclause (b)(v) will be deemed to have declined to have the additional hours added to the employee's substantive hours.

(vii) Upon receiving a written application from an employee pursuant to subclause (b)(v) the employer must, within 4 weeks of receiving such notice, indicate in writing whether an increase in the employee's substantive hours of work is, or is not, agreed to. Where an increase is not agreed to, the employer must provide written reasons for same.

(viii) Where an employee's application is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause F1.

(ix) Where an employer agrees to an employee's request to have additional hours added to the employee's substantive hours, the resulting total will form the employee's new substantive working hours. An employee may only vary these new substantive hours with the written agreement of the employer.

(x) Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are fixed and constant, the additional hours to be added to the employee's substantive hours will be those fixed and constant hours, or as otherwise agreed between the employer and the employee.

(xi) Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are variable, the employer will determine the number of additional hours to be offered to the employee on a substantive basis and their configuration taking into account:

- the average of the additional hours worked during the 12 month qualifying period;
- the employee's patterns of employment during the qualifying period; and
- operational requirements.

Additional hours worked in respect of a special event/s or other "one-off" project/s as separate and independent funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only will not be considered additional hours for the purpose of this subclause.

(xii) An employee may seek to have any dispute as to the appropriate number of additional hours to be offered as substantive hours resolved through the Grievance and Dispute Settling Procedure set out in Clause F1.

(xiii) Where additional hours are granted to an employee, the employee's pro rata leave entitlements must be adjusted accordingly, taking into account the number of completed months at the higher number of hours in the service year within which the additional hours are formally granted by the employer.

(c) Casual Employment

(i) A casual employee is one who is engaged to work on short term or variable employment arrangements. Such an employee will not have continuity of employment.

(ii) An employee shall not be employed as a casual employee for more than twelve weeks in any twelve months, provided however, that such period may be extended where the consent of the Secretary of the State Branch of the appropriate Union has been obtained to meet the following circumstances;

(1) exceptional work demands,

(2) relieving an employee who is on extended leave or workers compensation.

Provided further that the consent of the Secretary of the State Branch of the appropriate Union shall not be unreasonably withheld.

(iii) A casual employee shall be paid per hour worked one thirty-eighth (1/38) of the weekly rate prescribed by this Award for the work performed and a twenty (20) per cent casual loading shall be applied to the actual hours worked to compensate for the lack of annual and sick leave entitlements and public holidays not worked.

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

22% from the first full pay period commencing on or after 1 January 2012;

23% from the first full pay period commencing on or after 1 July 2012;

24% from the first full pay period commencing on or after 1 July 2013; and

25% from the first full pay period commencing on or after 1 July 2014.

(iv) Any casual employee engaged and paid in accordance with this clause:

(a) who has been employed by an employer during a period of at least 12 months, either on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment;

(b) whose employment is consistent with part-time employment (as defined) or full-time employment; and

(c) who has a reasonable expectation of ongoing employment,

is eligible to elect in writing, to convert to permanent part-time or full-time (as appropriate) employment.

(v) The employer of an eligible employee must notify the employee in writing of the provisions of subclause (c)(iv) within 4 weeks of the employee completing the 12 month qualifying period.

(vi) Any eligible employee who does not make an election as provided in subclause (c)(iv) within 4 weeks of receiving the written notice in subclause (c)(v) will be deemed to have agreed to remain a casual employee.

(vii) Any eligible employee who remains a casual employee pursuant to subclause (c)(vi) may, provided that the employee also remains an eligible casual employee pursuant to the provisions of subclause (c)(iv), subsequently elect to convert to permanent employment status by giving the employer notice in writing of such an election. In this instance, the 12 month qualifying period referred to in subclause (c)(iv), will be the 12 months immediately preceding the date that written notice is given.

(viii) Upon receiving written notice from an employee pursuant to subclause (c)(iv) or (c)(vii), the employer must, within 4 weeks of receiving such notice, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

(ix) Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute settling Procedure set out in Clause F1.

(x) Where an eligible employee has transferred to permanent employment pursuant to the provisions of this clause, the employee may only revert to casual employment with the written agreement of the employer.

(xi) Service for the purpose of leave entitlements (other than long service leave) will be calculated from the date of commencement of permanent part-time or full-time employment.

(xii) Where an eligible employee elects to convert to permanent employment status and the employer agrees to such conversion:

(a) the normal hours of duty that will apply under the new contract of employment will be the average of the hours the employee has worked during the preceding 12 month qualifying period specified in subclause 3.1.3.3 or 3.1.3.6 (as appropriate), or as otherwise agreed between the employer and the employee. Where the work is subject to seasonal fluctuations, the hours of duty may be configured in a manner designed to most appropriately meet the fluctuating demand. In determining the most appropriate working arrangements including configuration of hours, the employer must have regard to:

- operational requirements;
- the employee's patterns of employment during the 12 month qualifying period;
- the employee's personal circumstances.

(b) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and individual funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours.

(d) Temporary Employment

(i) A temporary employee is one engaged to work for a constant number of hours per week on a part time or full time basis for a fixed term of at least one month's duration.

(ii) This type of employment must be supported by a written contract of employment which clearly specifies the commencing and finishing dates of the period of employment.

(iii) A temporary fixed term contract of employment cannot be extended. Where an employer wishes to retain the services of an employee beyond the expiry date of a fixed term contract, the employer may offer the employee a new fixed term contract for the period the employee is required. Any such new contract must also specify the commencing and finishing dates of the period of employment.

(iv) Any temporary employee who has been engaged on one or more separate contracts of employment by an employer (which may include periods of employment on a casual basis), such as the employee has been continuously employed without a break (other than for approved paid or unpaid leave services) for at least 12 months, and who has a reasonable expectation of ongoing employment, is eligible to elect, in writing, to convert to permanent part-time or full-time (as appropriate) employment.

(v) The employer of an eligible employee must notify the employee in writing of the provisions of subclause (d)(iv) prior to the expiration of the employee's current contract.

(vi) Any eligible employee who does not make an election as provided for in the subclause (d)(iv) within 4 weeks of receiving the written notice in subclause (d)(v) or before the employee's current contract ceases, whichever is the earlier, will cease to be an employee at the expiration of that current contract.

(vii) Upon receiving a written notice of election from an eligible employee pursuant to subclause (d)(iv), the employer must, within 4 weeks of receiving such notice or prior to the expiration of the employee's current contract, whichever is the earlier, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

(viii) Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause F1.

(ix) Where an eligible employee's election to convert to permanent status is agreed to:

(a) the hours of duty that will apply under the new, permanent contract of employment will be the average of the ordinary hours worked by the employee during the 12 month qualifying period specified in subclause (d)(iv) or as otherwise agreed between the employer and the employee;

(b) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and individual funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours even if such special event/s or project/s extends beyond 12 months.

(c) appropriate working arrangements, including the configuration of the hours of duty, will be determined by the employer having regard to the employee's patterns of employment during the 12 month qualifying period and operational requirements.

(e) Absence from Duty

An employee who is absent from duty shall not be entitled to payment in respect of time of such absence except in respect of days for which the employee is eligible for paid leave granted by the employer.

(f) Termination of Employment

(i) Employment may be terminated by one week's notice given by either party at any time during the week or by the payment or forfeiture of a week's wage as the case may be. Such notice may be given at any time but shall expire at the ordinary finishing time of a working day. Provided that nothing herein contained shall derogate from the employer's right at common law to dismiss an employee without notice for malingering, misconduct, or other sufficient cause and in such cases wages shall be paid up to the time of dismissal only.

(ii) Where an employee has given or been given notice as aforesaid the employee shall continue in employment until the date of the expiration of such notice. An employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) is absent from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done by the employee within that period. Provided that where a Department, Hospital or Health Unit has given notice as aforesaid, an employee, other than a casual employee, on request, shall be granted leave of absence without pay for one day in order to look for alternative employment.

(g) Abandonment of Employment

(i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the Department, Hospital or Health Centre and without notification to the Department, Hospital or Health Centre shall be prime facie evidence that the employee has abandoned employment.

(ii) Provided that if within a period of fourteen days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned employment.

(h) Shut Down

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

(ii) No more than two shut downs can occur in one calendar year.

(iii) Where:

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

(b) that employee has not accrued a full year of entitlement to annual leave, that employee must be allowed to take pro rata annual leave.

(iv) Where an employee is required to take leave in accordance with C1(i), and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

(v) All time that the employee is stood off without pay for the purposes of C1(iv) is deemed to be time of service in the next 12 monthly qualifying period.

(i) Timekeeping

Notwithstanding anything elsewhere contained in this Award, a Department, Hospital or Health Centre may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of an employee who, without reasonable cause, promptly communicated to the employer, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

A Department, Hospital or Health Centre which adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

(j) Direction of Employees

(i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.

(ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

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

(k) Higher Duties

An employee from time to time may be offered work at a higher classification level for up to twelve months duration, during which time an extension to a maximum of a further twelve months may occur. Upon the completion of the mutually agreed period of time the employee will revert to their previous classification level. Prior to the commencement of the higher level duties, agreement in writing between the employer and employee will be obtained regarding the period of time, rate of pay and classification level.

(l) Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift the employee shall be paid the higher rate for the time so worked.

Clause C2. Anti-Discrimination

OPDATE 22:07:2005 1st pp on or after

1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the *Fair Work Act 1994* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

1.3. Nothing in this clause is to be taken to affect:

1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

1.3.2 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;

1.3.3 any employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

1.4 Nothing in this Clause is to be taken to prevent:

1.4.1 a matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

1.4.2 a matter referred to in 1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PART D. HOURS OF WORK

#OPDATE 05:05:94 1st pp on or after

Clause D1. Hours of Work - Day Workers

#OPDATE 05:05:94 1st pp on or after

(a) Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding seven consecutive days;
- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

(b) The ordinary hours of work prescribed in (a) above may be worked;

- (i) on any day or all of the days of the week, Monday to Friday.

(c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant, workshop, depot, section or sections concerned.

(d) The ordinary hours of work prescribed herein may not exceed 10 hours on any day; provided that:-

(i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the sections concerned, and;

(ii) by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or worksite, depot, section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:-

(1) The employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;

(2) Proper health monitoring procedures being introduced;

(3) Suitable roster arrangements being made; and

(4) Proper supervision being provided.

(e) The ordinary working hours shall be an average of thirty eight (38) hours per week, which shall be worked in accordance with the basis set out in subclause (a) of this Clause and shall be determined as follows:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each week; or
- (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or

(iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

Clause D2. Meal and Rest Breaks

#OPDATE 05:05:94 1st pp on or after

(a) An employee, other than a shift worker on continuous work, shall be entitled to a break for a meal without pay after five hours have elapsed from the recognised starting time, and a paid rest break of 10 minutes between 9.30 a.m. and 11.30 p.m.

(b) A shift worker on continuous work, shall be entitled to a break for a meal without pay or a paid crib break of twenty minutes, as determined by the employer, after five hours have elapsed from the recognised starting time.

(c) Where an employee is unable to take a meal break after five hours have elapsed such employee shall be paid 100 per cent more than such employees ordinary rate until a meal break is commenced.

(d) The payment prescribed in subclause (c) herein shall not be payable if the meal break is not taken due to a request by or on behalf of the employee.

PART E. ALLOWANCES, PENALTIES AND SHIFT PROVISIONS

#OPDATE 15:12:95 1st pp on or after

Clause E1. Shift Work

#OPDATE 05:05:94 1st pp on or after

(a) Definitions

For the purposes of this Clause:

"Afternoon shift" means any shift commencing after 12 noon and finishing after 6.00 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing after midnight and at or before 8.00 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

(b) Hours - Continuous Work Shifts

This sub-clause shall apply to shift workers on continuous work as defined. The ordinary hours of shift workers shall average 38 per week and shall not exceed 152 hours in twenty-eight consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period exceeding 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require.

(i) Subject to placitum (iii) of this subclause, a shift shall consist of not more than 10 hours. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned;

(ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours;

(iii) By agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:-

(1) The employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;

(2) Proper health monitoring procedures being introduced;

(3) Suitable roster arrangements being made; and

(4) Proper supervision being provided.

(c) Hours - Other than Continuous Work

This subclause shall apply to shift workers not upon continuous work as defined. The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

(i) 38 hours within a period not exceeding seven consecutive days; or

(ii) 76 hours within a period not exceeding fourteen consecutive days; or

(iii) 114 hours within a period not exceeding twenty-one consecutive days; or

(iv) 152 hours within a period not exceeding twenty-eight consecutive days.

The ordinary hours shall be worked continuously except for meal breaks. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Provided that:

(i) Subject to placitum (iii) of this subclause, the ordinary hours of work prescribed herein shall not exceed 10 hours on any day;

(ii) in any arrangement of ordinary working hours where the ordinary hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees concerned, and;

(iii) by agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:-

(1) The employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;

(2) Proper health monitoring procedures being introduced;

(3) Suitable roster arrangements being made; and

(4) Proper supervision being provided.

(d) The ordinary working hours shall be an average of thirty eight (38) hours per week, which shall be worked in accordance with the basis set out in subclause (a) and (c) of this Clause and shall be determined as follows:

(i) by employees working less than 8 ordinary hours each day; or

(ii) by employees working less than 8 ordinary hours on one or more days each week; or

(iii) by fixing one weekday on which all employees will be off during a particular work cycle; or

(iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

(e) Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(f) Variation by Agreement

The method of working shifts and the time of commencing and finishing shifts once having been determined, may be varied by agreement between the employer and the majority of the employees concerned to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

(g) Afternoon or Night Shift Allowances

(i) A shift worker whilst on afternoon or night shift shall be paid for such shift 25 per cent for afternoon shift and 50 per cent for night shift more than such employee's ordinary rate.

(ii) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid for each such shift 50 per cent for the first 2 hours thereof and 100 per cent for the remaining hours thereof in addition to such employee's ordinary rate.

(iii) an employee who:-

(a) during a period of engagement on shift, works night shift only; or

(b) remains on night shift for a longer period than four consecutive weeks; or

(c) works on a night shift which does not rotate or alternate with another shift or day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle,

shall during such engagement, period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift, but these provisions shall not apply to an employee who continues to work night shift, at his/her own request.

(iv) A shift worker who works on other than a rostered shift (as defined) shall be paid for each such shift 50 per cent for the first 2 hours thereof and 100 per cent for the remaining hours thereof in addition to such employee's ordinary rate. Such rate shall be in substitution of, and not cumulative upon the shift premiums prescribed in placitum's (i), (ii) and (iii) hereof.

(h) Daylight Saving

Notwithstanding anything contained elsewhere in this Award, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

(i) commencing before the time prescribed by such legislation for the commencement of a summer time period and,

(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall 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 thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation

In this sub-clause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant State legislation.

Clause E2. Overtime

OPDATE 01:04:2008 on and from (s 99 review)

(a) Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(b) Payment for Working Overtime

(i) Other than shift workers, for all time worked in excess of or outside ordinary hours from Monday to Friday the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

(ii) Shift workers, for all time worked in excess of or outside ordinary hours from Monday to Saturday the rates of pay shall be time and a half for the first 2 hours and double time thereafter and double time for Sunday; except in each case when the time is worked;

(a) by arrangement between the employees themselves;

(b) for the purpose of affecting the customary rotation of shifts; or

(c) due to the fact that the relief employee does not come on duty at the proper time; or

(d) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause e(iii) of Clause C1 "Contract of Employment".

Provided that when notice has been given, not less than equal to the period of the shift, to the employer by a relief employee that he/she will be absent from work and the employee who he/she should relieve is not relieved and is required to continue work on his/her rostered day off, the unrelieved employee shall be paid double time.

(iii) All time worked by employees outside of ordinary hours on Saturday before noon shall be paid at the rate of time and a half for the first two hours and double time thereafter.

(iv) Other than shift workers, for all time worked by employees outside of ordinary hours on Saturday afternoon or Sunday shall be paid at the rate of double time.

(v) The above provisions do not apply to classifications receiving an allowance in lieu of all overtime worked in excess of ordinary hours.

(vi) Casual and part-time employees shall not be entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which full-time employees are engaged or where the hours worked exceed the hours prescribed in Clause D1 Hours of Work or Clause E1 Shift Work herein.

(vii) All authorised time worked by casual and part-time employees in excess of ordinary hours of full-time employees on any day shall be paid at the rate of time and a half for the first 2 hours and double time thereafter in accordance with examples prescribed in the Department of the Premier and Cabinet's 'Conditions of Employment for Weekly Paid Employees' or in the 'DH (SAHC Act and IMVS Act) Human Resources Manual'.

(viii) The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

(ix) For the purpose of this Clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with the hours clauses of this Award.

(c) Rest Period After Overtime

(i) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(ii) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall subject to this subclause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If on the instructions of the employer such an employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and the employee shall then be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) Call Back

(i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.

(ii) This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(iii) Overtime worked in this subclause shall not be regarded as overtime for the purpose of subclause (c), Rest Period After Overtime, when the actual time worked is less than three hours on such recall or on each of such recalls.

(iv) Where an employee is recalled to duty, he/she shall be paid overtime as from the time he/she leaves his/her home until he/she returns.

(e) Meal Allowance

Any employee who is required to continue working after his/her ordinary finishing time for more than 1 1/2 hours shall be provided with a meal free of cost at the Hospital, Health Unit or Agency, or, shall be paid an amount as provided by the relevant S.A. Health Commission Industrial Circular or Commissioner's Standard.

The provisions of this subclause shall not apply to employees working overtime on Call Back as prescribed in subclause (d) herein.

(f) In calculating overtime each day shall stand alone.

Clause E3. Application of and Index to Special Rates

#OPDATE 05:05:94 1st pp on or after

(a) The special rates prescribed in Clause E4 shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.

(b) Where more than one of the above rates apply to disabilities of substantially the same nature then only the highest of such rates shall be payable.

(c) Index to Special Rates contained in Clause E4:-

Asbestos (h)
 Bagging (s)
 Bitumen Work (m)
 Cleaning Down Brickwork (r)
 Cold Work (c)
 Confined Space (d)
 Cutting Bricks (u)
 Cutting Tiles (w)
 Dirty Work (f)
 Explosive Powered Tools (l)
 Fumes (k)
 Furnace Work (p)
 Height Work (x)
 Hospitals (t)
 Hot Work (b)
 Insulation (a)
 Non Standard Bricks (q)
 Plaster or Composition Spray (v)
 Roof Repairs (n)
 Scaffolding Certificate (o)
 Spray Application (y)
 Swing Scaffold (e)
 Towers (j)
 Wet Work (i)

Clause E4. Special Rates

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

In addition to the rates prescribed in Schedule 1, the following extra rates shall be paid to employees under this award:-

(a) Insulation

When handling charcoal, pumice, granulated work, silicate of cotton, insulwool, slagwool or other recognised insulating

material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid 86 cents per hour or part thereof.

(b) Hot Work

When working for more than one hour in the shade where the temperature is raised by artificial means to between 46 and 54 degrees Celsius - 72 cents per hour or part thereof; exceeding 54 degrees Celsius - 86 cents per hour or part thereof.

Where work continues for more than two hours in such a temperature exceeding 54 degrees Celsius, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

The temperature shall be decided by the employer after consultation with the employee who claims the special rate.

(c) Cold Work

When working for more than one hour in a place where the temperature is reduced by artificial means below 0 degrees Celsius - 72 cents per hour or part thereof.

Where such work continues for more than two hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

(d) Confined Space

When required to work in a confined space (as defined) - 86 cents per hour or part thereof.

(e) Swing Scaffold

A payment of \$5.09 for the first hour or any portion thereof, and \$1.02 for each hour thereafter on any day shall be made to any person employed:-

- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Provided that an apprentice with less than two years experience shall not use a swing scaffold or bosun's chair.

(f) Dirty Work

When engaged on unusually dirty work, shall be paid 72 cents per hour.

(g) Toxic Substances

- (a) Employees required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- (b) Employees using such materials will be provided with and shall use all safeguards as are required.
- (c) Employees using toxic substances or materials of a like nature shall be paid 86 cents per hour extra. Employees working in close proximity to employees so engaged shall be paid 72 cents per hour extra.
- (d) For the purpose of this subclause toxic substances shall include, but not be limited to, epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(h) Asbestos

Employees required to use material containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required to ensure compliance with the Occupational Health, Safety and Welfare Act, 1986, and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employee shall be paid 86 cents per hour extra whilst so engaged.

(i) Wet Work

- (a) Definition - A "wet place" means a place where the clothing of the employee becomes wet or a place where the employee has to stand in water or slush so that his/her feet become wet if not protected.
- (b) Where an employee works in a "wet place" as defined herein he/she shall be paid 72 cents per hour whilst so engaged.
- (c) Where an employee works in a "wet place" and is supplied with gumboots and/or overalls, but not withstanding this protection and exercising of reasonable care his/her clothes or feet become wet the allowance prescribed in sub-clause (b) herein shall be paid.

(j) Towers

When working on a chimney stack, spire, tower, air shaft, cooling tower, water tower or silo, radio or television mast or tower, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, 60 cents per hour, with 72 cents per hour additional for work above each further fifteen metres.

(k) Fumes

When required to work in a place where fumes of sulphur or acid or other offensive fumes are present shall be paid such rates as are agreed upon between the union and the employer.

Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

(l) Explosive Powered Tools

An operator of explosive-powered tools as defined who is required to use an explosive-powered tool shall be paid \$1.67 for each day on which he or she uses such a tool.

(m) Bitumen Work

When handling hot bitumen or asphalt or dipping materials in creosote, shall be paid 86 cents per hour extra.

(n) Roof Repairs

When engaged on repairs to roofs shall be paid 86 cents per hour.

(o) Scaffolding Certificate

If a tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Department of the Premier and Cabinet is required to act on that certificate whilst engaged on work requiring a certified person shall be paid an additional 72 cents per hour.

Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds.

(p) Furnace Work

When engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens ladles and similar refractory work shall be paid \$1.87 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(q) Non-Standard Bricks

When a bricklayer is employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the following additional rates-

Where the blocks weigh over 5.5kg and under 9 kg, 72 cents per hour; where the blocks weigh 9kg or over up to 18kg, \$1.25 per hour; where the blocks weigh over 18kg, \$1.79 per hour.

An employee under 18 years of age shall not be required to lift a building block in excess of 20kg in weight or:

An employee shall not be required to lift a building block in excess of 20kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not be required to manually lift any building block in excess of 20kg in weight to a height of more than 1.2m above the working platform.

(r) Cleaning Down Brickwork

When required to clean down bricks using acids or other corrosive substances - 64 cents per hour extra. While so employed, employees will be supplied with gloves by the employer.

(s) Bagging

When engaged upon bagging brick or concrete structures shall be paid 64 cents per hour.

(t) Hospitals

Any employee when engaged in repairs, demolition and/or maintenance of any of the following places:

- (i) Any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases shall be paid \$4.17 per hour.
- (ii) Morgues - If the employee is working inside morgue in which one or more dead bodies are not in refrigeration he or she shall be paid \$8.40 per hour.

Provided that the additional payments set out in paragraphs (i) and (ii) above shall not in any event be less than 24 cents per day or part of a day.

(u) Cutting Bricks

One bricklayer on each site to operate the cutting machine and to be paid 86 cents per hour or part thereof while so engaged.

(v) Plaster or Composition Spray

When using a plaster or composition spray a plasterer shall be paid an additional 72 cents per hour whilst so engaged.

(w) Cutting Tiles

When engaged at cutting tiles by electric saw shall be paid 86 cents per hour whilst so engaged.

(x) Height Work

Except as provided for in sub clause (j) Towers Allowance, when working on any structure at a height of more than nine metres when an adequate fixed support not less than 0.75 metres wide is not provided shall be paid 64 cents per hour in addition to ordinary rates. This subclause shall not apply to an employee working on a bosun's chair or swinging stage.

(y) Spray Application

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of the Premier and Cabinet shall be paid 72 cents per hour extra.

Clause E5. Uniform Clothing

#OPDATE 05:05:94 1st pp on or after

An employee shall, on leaving employment, return the current issue of uniform clothing which has been issued to them by the Hospital, Health Unit or Agency in good order, reasonable wear and tear excepted. An employee failing to do so shall be charged an amount equal to the cost price of the uniform clothing concerned.

Clause E6. Industry Allowance - "On Site" Construction

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

In addition to the rates prescribed in Clause B1 an employee shall be paid an allowance at the rate of \$30.81 per week to compensate for the following disabilities associated with construction work (as defined).

- (i) climatic conditions when working in the open on all types of work;
- (ii) the physical disadvantages of having to climb stairs or ladders;
- (iii) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;
- (iv) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (v) the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosun's chair;
- (vi) the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers, etc).

Provided that the industry allowance for painters performing repaint work shall be \$26.27 per week.

Clause E7. Industry Allowance - Other than "On Site" Construction

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

The following provision shall apply to employees engaged on other than "on site" construction work as defined.

(a) In addition to the rates prescribed in Clause B1, where an employee is required to perform construction work (as defined) on any day or part thereof, that employee shall be paid for the whole day an industry allowance at the rate prescribed in Clause E6. Where an employee performs construction work on three or more days in any one week, the employee shall be paid the allowance prescribed in Clause E6 for the whole week.

(b) Industry Allowance Hospital Units

Employees based in Health Units in the Department of Health shall be paid an industry allowance of \$18.49 (being 60% of the rate prescribed in Clause E6) per week in lieu of the rates prescribed in Clause E6.

(c) Industry Allowance Carpenters Located at Mt. Gambier Sawmill

Carpenters based in the Mt. Gambier Sawmill of the Department of Primary Industry shall be paid an industry allowance of \$23.11 (being 75% of the rate prescribed in Clause E6) per week in lieu of the rates prescribed in Clause E6.

(d) Industry Allowance Bricklayers, Carpenters, Painters and Plasterers Located in District Units

Bricklayers, Carpenters and Plasterers located in the Building Maintenance Unit of the Department of the Premier and Cabinet shall be paid an industry allowance of \$23.11 (being 75% of the rate prescribed in Clause E6) per week in lieu of the rates prescribed in subclause (a) and Clause E6.

Clause E8. Maintenance Van Allowance

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

Tradespersons employed in the Building Maintenance Unit of the Department of the Premier and Cabinet who are responsible for the operation of departmental maintenance vans shall be paid an allowance at the rate of \$18.34 per week.

Clause E9. Underground Allowance

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

An employee required to work underground shall be paid an allowance of \$15.22 per week in addition to the allowance prescribed in Clause E6 of this award and any other amount prescribed for such employee elsewhere in this award.

Clause E10. Fares and Travelling Allowance - Construction

OPDATE 22:07:2005 1st pp on or after

This clause shall apply to employees engaged "on site" on construction work as defined.

(a) Metropolitan Radial Areas: The following fares allowance shall be paid to employees for travel patterns and costs peculiar to the industry, where employees are neither depot or workshop based, which include mobility

requirements on employees and the nature of employment on construction work.

- when employed on work located within a radius to 30 kilometres from the GPO Adelaide - \$13.20 per day.

(b) Other Radial Areas: The allowance defined in above shall be paid for work performed by employees employed on a distant job, as defined in Clause E15, when the work is carried out away from the place where, with the employer's approval, the employee is accommodated for the distant job, in accordance with the following radius.

- 30 kilometres from the place of accommodation.

- (c) Country Radial Areas: An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the area mentioned in (a) above for the purpose of engaging in construction work therefrom, shall, in respect to employees engaged for work for that establishment, pay the allowance therein mentioned for work located within a radius of 30 kilometres from the post office nearest the establishment.

Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated residence shall be the establishment that shall be taken into account, and employees shall be entitled to the provisions of sub-clause (d) hereof when travelling to a job outside the radial area of the establishment nearest the employees residence.

- (d) Travelling Outside Radial Areas: Where an employee travels daily from inside any radial area mentioned in (a), (b) or (c) above to a job outside that area, the employee shall be paid:-

(i) the allowance prescribed in (a), (b) or (c)

(ii) in respect of travel from the designated radius to the job and return to that radius:-

(a) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;

(b) any expenses necessarily and reasonably incurred in such travel which shall be 41 cents per kilometre where the employee uses his or her own vehicle.

Residing Outside Radial Areas: An employee on such a job whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of (i) above, but not (ii) above.

- (e) Travelling Between Radial Areas: The provisions of (d) shall also apply to an employee who is required by the employer to travel daily from one of the areas mentioned in (a) and (c) hereof to an area, or another area, mentioned in (a) or (c).

- (f) Provision of Transport: The allowances prescribed in this clause, except the additional payment prescribed in (d) and (e) shall not be payable on any day which the employer provides or offers to provide transport free of charge from the employees home to his or her place of work and return; provided that any transport supplied is equipped with suitable accommodation and is covered when necessary so as to be weather proof.

- (g) Work in Fabricating Yard: When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on site, the provisions of this clause shall apply.

- (h) Requirement to Transfer: As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

- (i) Transfer During Working Hours: An employee transferred from one site to another during ordinary working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by the most convenient public transport between such sites.

Provided that where an employer requests an employee to use his or her own car to effect such a transfer and such employee agrees to do so, the employee shall be paid an allowance at the rate of 77 cents per kilometre.

- (j) Daily Entitlement: The travelling allowances prescribed in this Clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work.

- (k) Apprentices: An apprentice's entitlement to allowances prescribed under sub-clauses (a), (b) or (c) herein shall be in accordance with the following scale.

On first year rate - 75 per cent of amount prescribed

On second year rate - 85 per cent of amount prescribed

On third year rate - 90 per cent of amount prescribed

On fourth year rate - 95 per cent of amount prescribed

The foregoing amounts shall be calculated to the nearest 5 cents, 2 cents and less to be disregarded.

Clause E11. Fares and Travelling Allowance - Workshop or Depot Based Employees

OPDATE 01:04:2008 on and from (s 99 review)

(a) Employees in the Building Management Unit of the Department of the Premier and Cabinet.

- (i) An employee who is required to travel in his or her own time to a work site away from the centre shall be paid an allowance for fares and travelling at the following rates:
 - (a) Within a radius of 30 kilometres from the centre \$10.50 per day.
 - (b) Where an employee travels daily to a job located outside a radius of 30 kilometres from the centre in addition to the allowance prescribed in placitum (i) of this sub-clause the employee shall be paid 41 cents per kilometre for each kilometre travelled outside the radius, and the employee shall be paid for the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey.
 - (c) The allowances prescribed in this sub-clause shall not be paid on any day on which the employer provides or offers to provide transport with suitable seating accommodation to and from the work site in the employers time.
- (ii) An employee who transfers from one site to another during ordinary working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by the most convenient public transport between such sites. Provided that where an employer requests an employee to use his/her own car to effect such a transfer and the employee agrees to do so the employee shall be paid an allowance at the rate of 77 cents per kilometre.
- (iii) Definition - Centre for Employment
 - (i) the employer's normal base establishment or workshop or
 - (ii) the Adelaide GPO for all employees whose base establishment or workshop is within a radius of 30 kilometres from the Adelaide GPO or
 - (iii) the local post office closest to the employer's base establishment or workshop beyond a 30 kilometre radius of the Adelaide GPO or
 - (iv) in the case of employees sent to distant jobs, the place at which such employees are domiciled with the approval of the employer, for that distant job, or
 - (v) an employer having selected (i), (ii) or (iii) as the centre shall not change that centre without one months prior notice to each employee.

(b) Employees in other Government Agencies

Those employees shall have applied to them the fares and travelling provisions applicable to the majority of employees in the particular agency.

Clause E12. Tools and Tool AllowanceOPDATE 22:07:2005 1st pp on or after

(a) Carpenters and Joiners Tools

The employer shall provide the following tools when he/she requires them to be used:-

Dogs and clamps of all descriptions
 Bars of all descriptions
 Augers of all sizes
 Star bits and bits not normally used in a brace
 Hammers, except claw hammers
 Glue pots and glue brushed
 Dowel plates
 Trammels
 Hand and thumb screws

Spanners
Soldering irons
Power tools

(b) The employer shall make available for the use of joiners, during working hours, a suitable grindstone or wheel together with power for turning it. If a grindstone or wheel is not made available the employer shall pay to each joiner \$4.53 per week in lieu of the same.

(c) Tool Allowance

In addition to the rates prescribed in Schedules 1 and 2 of this award tradespersons, apprentices and unapprenticed juniors shall be paid the following allowances for the replacement of tools;

| | |
|---------------------------------|------------------|
| Carpenter, Joiner or Setter Out | \$22.82 per week |
| Bricklayer | \$16.39 per week |
| Signwriter, Painter or Glazier | \$5.63 per week |
| Plasterer | \$18.94 per week |

The foregoing allowances shall be paid when the employee is absent on annual leave, long service leave or sick leave and for public holidays not worked. Payment is not to be included in payments made in lieu of leave not taken.

Clause E13. Disabilities Allowances

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

(a) Glenside Hospital

Employees employed in the Glenside Hospital shall be paid an allowance at the rate of \$20.11 per week for all the disabilities encountered whilst working in the said hospital in lieu of any or all of the special rates prescribed in Clause E4 Special Rates.

For all hours worked in excess of or less than 38 per week, the above mentioned allowance shall be increased or decreased by 1/38, whatever the case may be, calculated to the nearest cent for each hour or part thereof so worked.

The above mentioned allowance shall be applied during authorised paid absences of leave but shall not be applicable to any payment made in lieu of leave.

(b) Northfield District Office

Employees employed at the Northfield District Office in the Department of Housing and Construction shall be paid an allowance of 67 cents per hour for all disabilities encountered whilst working in lieu of all the special rates prescribed in Clause E4 Special Rates. Bricklayers when performing work as defined in subclause (q) Furnace Work of Clause E4 shall be paid the allowance contained therein in addition to the allowance provided for in this sub-clause.

Clause E14. Distant Jobs Allowance

OPDATE 22:07:2005 1st pp on or after

(a) Definition

For the purpose of this clause a distant job is one in respect of which the distances of which or the travelling facilities available to and from which make it reasonably necessary that the employee should live and sleep at some place other than the employees' usual place of residence.

(b) Employees Address:

- (i) The employer shall obtain and the applicant shall provide the employer with a statement in writing of his or her usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.
- (ii) The employee shall inform the employer, in writing, of any subsequent change in his or her usual place of residence.
- (ii) The provisions of this clause, Allowances for Distant Jobs, shall apply wherever the employee is engaged.

(c) Accommodation

- (i) An employee on a distant job shall be provided by the employer with reasonable board and lodging or be paid an allowance of \$356.50 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance shall be \$51.00 per day. Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he or she reasonably incurred a greater outlay than that prescribed.
- (ii) Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water.
- (iii) Where an employee is engaged on the construction of projects which are located in areas where reasonable board and lodging as defined in placitum (ii) of this subclause is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project necessitate camp accommodation and where, because of these circumstances, it is necessary to house employees in a camp, such camp shall be constructed and maintained in accordance with this paragraph. The camp shall provide for accommodation in single rooms, or twin rooms where single rooms are not available, of dimensions not less than 14 cubic metres per person and shall have a timber, aluminium or similar floor with floor covering provided.

Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefore, a seat and wardrobe for each person.

Each room shall be fitted with a door, and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be sealed and lined. Good artificial lighting shall be provided in each room.

Except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required provisions shall be made for the heating of rooms, or cooling by fan.

Provisions shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provision shall be made for the washing of clothes. Toilets shall be adequate and sewerage where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing shall be made available by the employer with provisions for a choice of meals.

Where camping or other accommodation is not provided and the employer provides caravan accommodation the parties shall confer as to reasonable standards for such accommodation.

In the absence of agreement being reached the matter shall be referred to the Commission.

- (iv) An employee, whether living away from his or her usual place of residence or not, who is residing in such a camp shall receive a camping allowance of \$143.60 for every complete week the employee is available for work.

An employee who is absent from duty without the employer's approval on the working day immediately prior to or succeeding a weekend shall be paid as provided in the following sentence: If required in camp for less than a complete week, the employee shall be paid \$20.60 per day, including any Saturday or Sunday if in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday.

Provided further that where a charge is made for meals in such a camp, such charge shall be fixed by agreement between the parties; provided further that where free messing is provided, camping allowance shall not be payable.

(d) Travelling Expenses

An employee who is sent by the employer or selected or engaged by an employer or agent to go to a distant job shall not be entitled to any of the allowances prescribed by Clause B5 or C5 Fares, and Travelling Allowances of this Award for the period occupied in travelling from the employee's home to the distant job, but in lieu thereof shall be paid at ordinary rates of payment (not exceeding ordinary working hours for and on each day of travelling) in travelling thereto; the employee shall also be paid the amount of a bus or second class rail return fare and any excess payment due to transporting his or her tools if such is incurred. (Provided that sleeping berths shall be made available if necessary notwithstanding that this may require a first class fare.)

The employee shall also be paid at ordinary rates of payment for the time actually incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling back upon the completion of his/her job to the place of his/her residence; the employee shall also be paid an amount of \$17.10 to cover the expenses (if any incurred) of reaching his/her home bus or railway station and of transporting his/her tools; the employee shall also be paid for any meals incurred whilst travelling on either the forward or return journey \$10.50 per meal.

Provided nevertheless -

- (i) That neither the amount of the return fare nor payment for return travelling time nor the amount of \$13.70 aforesaid shall be payable if the employee is dismissed for misconduct or is dismissed for incompetency within one working week of commencing work on the job, or if the employee terminates or discontinues work on the job within two months of commencing it;
- (ii) That the travelling time shall, for the purposes of this clause, be calculated as the time taken by rail or usual travelling facilities between the Adelaide Railway or bus station, or the railway or bus station nearest to the employee's place of residence if he or she resides outside the metropolitan area as defined in the Development Plan established under the *Planning Act 1982*, and the locality of the work.
- (iii) If the location of the job is such that the Department elects to provide air travel in lieu of other forms of transport, the cost of such transport shall be borne by the Department.

(e) Rest and Recreation

An employee who proceeds to a distant job may, after four weeks continuous service thereon and thereafter at four weekly periods of continuous service thereon, return to his or her home at the weekend. If the employee does so, the employee shall be paid the amount of a bus or second class return railway fare on the pay day which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 7 days after the expiration of any such period of four weeks then the employee shall be returned at the completion of the work, in lieu of at the expiration of the four week period.

(f) Return Home

- (i) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his/her representative, no later than Tuesday of each week of his or her intention to return home at the weekend and who returns home for the weekend, shall be paid an allowance of \$28.90 for each such occasion.
- (ii) This subclause shall not apply to an employee who is receiving payment prescribed in subclause (c) (i) of this clause in lieu of board and lodging being provided by the employer, or is receiving a camping allowance as prescribed in subclause (c) (iv) of this clause.
- (iii) When an employee returns home for a weekend or part of a weekend and does not absent from the job for any of the ordinary working hours, no reduction of the allowances prescribed in subclause (c) (i) shall be made.

(g) Fares and Travelling Allowances

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) the employee shall be paid the fares allowance prescribed by Clause E11 or E12 Fares and Travelling Allowances of this Award.

(h) Notice of Termination

An employee, while so employed on a distant job, shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed until transport is available.

(i) Deductions from Allowances

Deductions from the amount of any allowances payable under this clause may be made on account of quarters and other facilities and services provided by Departments at a rate to be negotiated between the parties.

Clause E15. Laser Safety Officer Allowance

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

(a) Definitions

"Laser" shall mean any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulated emission.

"Laser Safety Officer" is an employee who in addition to his/her ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

(b) Control

The provisions of the South Australian Construction Safety Regulations, Part 1 Division 3 as varied from time to time shall be observed where laser equipment is in use.

(c) Laser Safety Officer Allowance

Where an employee has been appointed by his/her employer to carry out the duties of a Laser Safety Officer, the employee shall be paid an allowance of \$2.83 per day or part thereof whilst carrying out such duties. It shall be paid as a flat amount without attracting any premium or penalty.

(d) Union Rights

The provisions contained in this Clause do not imply that union respondents to this Award have exclusive rights in performing work with or in connection with laser equipment.

Clause E16. Team Leader Allowance

#OPDATE 05:05:94 1st pp on or after

Where an employee performs Team Leader Activities for eleven or more employees such employees shall be paid an additional amount as prescribed in Schedule 1.

PART F. UNION PROTECTION AND CONSULTATION

#OPDATE 05:05:94 1st pp on or after

Clause F1. Grievance and Dispute Settling Procedure

OPDATE 01:04:2008 on and from (s 99 review)

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:-

- (a) The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.
- (b) Unions and the Agency, Hospital or Health Unit should notify to each other in writing the names of their duly accredited representatives who would be responsible, in the first instance, for matters arising on the job. The job representative(s) of the Union thus accredited will be the only person(s) entitled to make representations on behalf of members of the Union employed by the Agency, Hospital or Health Unit and the Agency, Hospital or Health Unit representatives thus accredited will be responsible for dealing with matters raised by the Union job representatives.
- (c) The accredited representatives shall make themselves available for consultation as required under the procedures.
- (d) The accredited Union representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- (e) If the matter is not resolved at this level the Union representative should ask for it to be referred to the Agency, Hospital or Health Unit representative nominated under (b) above, who shall arrange a conference to discuss the matter.
- (f) The consultation process as prescribed in subclause (e) shall be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.
- (g) If the matter is not resolved at the conference convened under subclause (f), the Union representative shall advise the appropriate official of the Union of the matter in issue and a conference on the matter will be arranged to be attended by the official or officials and the Union job representative concerned as the Union may decide, and by the designated Agency, Hospital or Health Unit representative and such other representatives, which may include the Chief Executive, Department of the Premier and Cabinet, as the Agency, Hospital or Health Unit decide.
- (h) If a matter cannot be resolved when the above referred to procedures have been availed of, the Agency, Hospital or Health Unit and the Union should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation the Chief Executive, Department of the Premier and Cabinet, should be involved.
- (i) At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.
- (j) If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the South Australian Industrial Relations Commission.
- (k) Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- (l) If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure if the party believes it is so desirous to do.
- (m) In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.
- (n) These procedures will not restrict the Agency, Hospital or Health Unit or its representatives or a duly authorised official of the Union making representations to each other.

Clause F2. Consultative Mechanism

#OPDATE 05:05:94 1st pp on or after

The parties shall establish and maintain a consultative mechanism and procedures appropriate to the size, structure and needs of the Agency, Hospital or Health Unit to consider matters affecting the efficiency and productivity of employees covered by this award.

Clause F3. Shop Stewards

#OPDATE 05:05:94 1st pp on or after

An employee appointed shop steward in the shop, section or department in which the employee is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the union to which he/she belongs. An accredited shop steward shall be allowed reasonable time during working hours to interview the employer or the employer's representative on matters affecting employees whom he/she represents.

Clause F4. Right of Entry

OPDATE 17:03:2006 1st pp on or after

(a) An official of an association of employees may enter an employers premises at which one or more members of the association work and:

- (i) Inspect time books and wages records; and
- (ii) Inspect the work carried out at the workplace and note the conditions under which the work is carried out; and
- (iii) If specific complaints of non-compliance with the award have been made, interview any person who works at the workplace about the complaints.

(b) Before an official exercises these powers the official must give reasonable notice in writing to the employer of at least 24 hours unless some other period is reasonable in the circumstances of the particular case.

(c) A person exercising these powers must not interrupt the performance of work at the workplace or:

- (i) harass an employer or employee; or
- (ii) address offensive language to an employee or an employer; or
- (iii) hinder or obstruct an employee in carrying out a duty of employment; or
- (iv) use or threaten to use force in relation to an employer, an employee or any other person.

(d) An employer may apply to the Commission seeking the withdrawal of the relevant powers from an official from an association in the event of abuse of any of these powers.

Clause F5. Introduction of Change

OPDATE 17:03:2006 1st pp on or after

(a) Notification of intended changes

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

(ii) Significant effects include:

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

(iii) Where the Award makes provision for alteration of any of the matters in (ii), an alteration will be deemed not to have significant effect.

(b) Consultation with employees and their union

(i) The employer must discuss with the employees affected and their Union, among other things:

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

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

(ii) The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in (a)(i).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and the Union:

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

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

PART G. MISCELLANEOUS

#OPDATE 15:12:95 1st pp on or after

Clause G1. Other Conditions of Employment

OPDATE 01:04:2008 on and from (s 99 review)

Any other conditions of employment or prescription not specifically provided for herein shall be, in accordance with the 'DH (SAHC Act and IMVS Act) Human Resources Manual' or the Department of the Premier and Cabinet's 'Conditions of Employment for Weekly Paid Employees' as appropriate, or such other arrangements as may be agreed between the parties. These shall be readily available for reference by the employees.

Clause G2. Protection of Employees

#OPDATE 05:05:94 1st pp on or after

The provisions contained in Clause 31, Protection of Employees of the National Building and Construction Industry Award, 1990, shall be observed.

Clause G3. Compensation for Tools and Clothes

#OPDATE 15:12:95 1st pp on or after

(a) An employer, shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if required by the employee), a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools.

(b) (i) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon between the employee and the employer.

(ii) (a) An employee shall be reimbursed by the employer to a maximum of \$1054.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this Award or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(b) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with the Sick Leave provisions applied, the employer shall ensure that the employee's tools are securely stored during his/her absence.

(iii) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.

(iv) Provided that for the purposes of this clause;

(a) Only tools used by the employee in the course of his/her employment shall be covered by this clause.

(b) The employee shall, if requested to do so, furnish the employer with a list of tools so used.

(c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

(d) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

Clause G4. Apprentices

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

(a) The proportion of apprenticed junior employees to tradespersons shall not exceed two to three or a fraction of three after any full multiple of three.

(b) The minimum ordinary rate of pay to be paid to apprentices shall be in accordance with the percentages as set out in the table herein of the rate of pay prescribed for a tradesperson in the trade in which they are employed.

| | |
|-------|---------------------|
| Table | Percentage Per Week |
|-------|---------------------|

| | |
|---------------------|----|
| For the first year | 45 |
| For the second year | 55 |
| For the third year | 75 |
| For the fourth year | 90 |

Provided that an adult apprentice must receive at least the State Minimum Award Wage (see Schedule 1).

The foregoing minimum rates shall be calculated in multiples of 5 cents per week, any fraction not exceeding 2 cents to be disregarded.

(c) In addition to the above rates apprentices shall receive the appropriate amounts prescribed in Clause E13 Tools and Tool Allowances and Clauses E7 or E8 Industry Allowance (if applicable) as part of the ordinary weekly wage for all purposes.

(d) An employee who is 21 years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he or she has been apprenticed shall be paid the adult rate for that classification. Adult rate for the purpose of this subclause means the total adult ordinary rate of pay, the tool allowance and the industry allowance if applicable.

(e) Should an apprentice attain a pass at credit standard for the first annual examination he or she passes at an approved course of instruction he or she shall receive the sum of \$2.12 per week additional to the rates prescribed in placitum (ii) of this subclause for the next following year of his or her apprenticeship. Should he or she receive a pass at credit standard in his or her second annual examination he or she shall receive \$2.66 per week additional to the rates prescribed in subclause (b) for the next following year of his or her apprenticeship. For a similar pass in any subsequent examination, he or she shall receive \$3.05 per week additional to the rates prescribed subclause (b) for the next following year of his or her apprenticeship.

(f) Except where inconsistent with the Training and Skills Development Act 2008, the general provisions of the award shall apply to an apprentice employed on work within the scope of the Award.

Clause G5. Inclement Weather - Daily Hire Employees

#OPDATE 05:05:94 1st pp on or after

(a) Definition - Inclement Weather

"Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme of high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.

(b) Conference Requirement and Procedure

The employer, or his/her representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes) for the purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or his/her representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

(c) Restrictions On Payments

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

(d) Entitlement To Payment

An employee shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to thirty-two (32) hours in every period of four (4) weeks.

For the purpose of this sub-clause the following conditions shall apply:

(i) The first period shall be deemed to commence on 25 December, 1990, and subsequent periods shall commence at four (4) weekly periods thereafter.

(ii) An employee shall be credited with 32 hours at the commencement of each four (4) weekly period.

(iii) The number of hours at the credit of any employee at any time shall not exceed 32 hours.

(iv) If an employee commences employment during a four (4) weekly period the employee shall be credited 32 hours where he or she commences on any working day within the first week; 24 hours where he or she commences on any working day within the second week; 16 hours where he or she commences on any working day within the third week; and 8 hours where he or she commences on any working day within the fourth week.

(v) No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four (4) weeks.

(vi) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.

(vii) Payment under this clause shall be weekly.

(e) Transfers

(i) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site which is not affected by inclement weather subject to the following:-

(a) No employee shall be transferred to an area not affected by inclement weather unless there is work available in his or her trade.

(b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.

(ii) No employee shall be transferred during inclement weather from one site to another, except where such transfer is effected within four (4) hours of the usual starting time and the employer provides, where necessary, transport.

(f) Completion of Concrete Pours and Emergency Work:

(i) Except as provided in this sub-clause an employee shall not work or be required to work in the rain.

(ii) Employees shall not be required to start a concrete pour in inclement weather.

(iii) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless he or she has a change of dry working clothes available, be allowed to go home without loss of pay.

(iv) The provision of paragraph (iii) herein shall also apply in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.

(g) Cessation and Resumption of Work

(i) At the time employees cease work due to inclement weather the employer or his/her representative on site and the employees' representative shall agree and note the time of cessation of work.

(ii) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

Where an employee is prevented from working at his or her particular function as a result of unsafe conditions caused by inclement weather, he or she may be transferred to other work in his or her trade on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of his or her inclement weather entitlement.

(h) Additional Wet Weather Procedure

(i) Remaining on Site

Where, because of wet weather, the employees are prevented from working:-

(a) for more than an accumulated total of four (4) hours of ordinary time in any one day; or

(b) after the meal break as provided in Clause A15.5, for more than an accumulated total of 50% of the normal afternoon work time; or

(c) during the final two (2) hours of the normal work day for more than an accumulated total of one hour,

the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between the employer and/or his/her representative and the employees' representative the workers remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this sub-clause.

(ii) Rain at Starting Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area unless:

(a) the rain stops; or

(b) a covered walk-way has been provided; or

(c) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(d) adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.

Provided that, for the purposes of the clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

Clause G6. Anti-Discrimination

OPDATE 22:07:2005 1st pp on or after

1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the *Fair Work Act 1994* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

1.3. Nothing in this clause is to be taken to affect:

1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

1.3.2 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;

1.3.3 any employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

1.4 Nothing in this Clause is to be taken to prevent:

1.4.1 a matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

1.4.2 a matter referred to in 1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PART H. LEAVEOPDATE 22:03:2006 1st pp on or after**Clause H1. Personal Leave – Injury and Sickness**OPDATE 22:03:2006 1st pp on or after

(a) Entitlement to Personal Leave

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

- (i) Is entitled to take personal leave if the employee is too sick to work; or
- (ii) Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

(b) Accrual of Personal Leave Entitlement

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

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

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

(a) a full-time employee accrues 76 hours.

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

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

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

(c) Conditions for Payment of Personal Leave

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

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

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

(ii) The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of

penalty rates, overtime, allowances or loadings) for a period of personal leave.

Clause H2. Bereavement LeaveOPDATE 22:03:2006 1st pp on or after

(a) Entitlement to Leave

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

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

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

(b) Unpaid Entitlement to Leave

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

(c) Effect of Other Leave

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

Clause H3. Parental Leave

OPDATE 22:03:2006 1st pp on or after

(a) Definitions

In this clause, unless the contrary intention appears:

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

(ii) **Adoption leave** means adoption leave provided under H3(e).

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

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

(iv) **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:

(1) on a regular and systematic basis for several periods of employment; or

(2) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.

(v) **Extended adoption leave** means **adoption leave** provided under H3(e)(ii).

(vi) **Extended paternity leave** means **paternity leave** provided under H3(e)(ii).

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

(viii) **Maternity leave** means maternity leave provided under H3(c)(ii).

(ix) **Medical certificate** means a certificate as prescribed in H3(h).

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

(xi) **Paternity leave** means paternity leave provided under H3(d).

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

(xiii) **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(xiv) **Short adoption leave** means **adoption leave** provided under H3(e)(i).

(xv) **Special adoption leave** means **adoption leave** provided under H3(q).

(xvi) **Special maternity leave** means **maternity leave** provided under H3(p).

(xvii) **Spouse** includes a defacto spouse or a former spouse.

(b) Employer's Responsibility to Inform

On becoming aware that:

- (1) an employee is pregnant; or
- (2) an employee's **spouse** is pregnant; or
- (3) an employee is adopting a **child**,

an employer must inform the employee of:

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

(c) Eligibility for and Entitlement to Parental Leave

(i) Subject to the qualifications in H3(f), the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

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

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

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

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

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

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

- (i) An unbroken period of up to one week at the time of the birth of the **child**.
- (ii) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

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

- (i) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).
- (ii) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

(f) Qualifications on Entitlements and Eligibility

- (i) An employee engaged upon casual or seasonal work is not entitled to **parental leave**.
- (ii) An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding:

(1) in the case of *maternity leave*, the expected date of birth; or otherwise

(2) the date on which the leave is due to commence.

(g) The entitlement to *parental leave* is reduced:

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

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

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

(h) Certification Required

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

(1) names the employee or the employee's *spouse*, as appropriate;

(2) states that the employee or the employee's *spouse* is pregnant; and

(3) states:

(a) the expected date of birth;

(b) the expected date of termination of pregnancy; or

(c) the date on which the birth took place,

whichever is appropriate.

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

(i) *Parental leave*

(1) The particulars of any period of *parental leave* sought or taken by the employee's *spouse*, and where appropriate;

(2) That the employee is seeking the leave to become the *primary care-giver* of a *child*.

(ii) *Adoption leave*

(1) In the case of *adoption leave*, a statement from a *Government authority* giving details of the date, or presumed date, of *adoption*; and

(2) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

(j) Notice Requirements

(i) *Maternity leave*

(1) An employee must:

(a) Not less than 10 weeks before the expected date of birth of the *child*, give notice in writing to her employer stating the expected date of birth; and

(b) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence *maternity leave* stating the period of leave to be taken; and

(c) Notify the employer of any change in the information provided pursuant to H3(h) within two weeks after the change takes place.

(ii) An employer may, by not less than 14 days notice in writing to the employee, require her to commence *maternity leave* at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

(ii) *Paternity Leave*

An employee must:

(i) Not less than 10 weeks prior to each proposed period of *paternity leave*, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of *paternity leave*.

(ii) Notify the employer of any change in the information provided pursuant to H3(h) within two weeks after the change takes place.

(iii) *Adoption Leave*

An employee must:

(i) On receiving notice of approval for *adoption* purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of *adoption leave* the employee proposes to take.

(ii) In the case of a *relative adoption*, so notify the employer on deciding to take a *child* into custody pending an application for *adoption*.

(iii) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of *short adoption leave* to be taken.

(iv) At least 10 weeks before the proposed date of commencing any *extended adoption leave*, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(iii) *Unforeseen Circumstances*

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

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the *child*; or

(iii) the death of the employee's *spouse*, or

(iv) the requirement that the employee accept earlier or later placement of the *child*,

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

(k) Taking of Parental Leave

(i) No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.

(ii) Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with *parental leave*, take any annual leave or long service leave to which the employee is entitled.

(iii) Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.

(iv) A period of *maternity leave* must be taken as one continuous period and must include, immediately following the birth of the *child*, a period of 6 weeks of compulsory leave.

(v) Subject to H3(f) and unless agreed otherwise between the employer and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.

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

(vii) Where leave is granted under H3(1)(v), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

(viii) *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.

(ix) *Adoption leave* cannot extend beyond the *child's* fifth birthday.

(x) *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.

(xi) Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with H3(a)(xv).

(l) Variation and Cancellation of Parental Leave

(i) Without extending an entitlement beyond the limit set by H3(c), *parental leave* may be varied as follows:

(1) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

(2) The leave may be lengthened or shortened by agreement between the employer and the employee.

(ii) *Parental leave*, if applied for but not commenced, is cancelled:

(1) should the pregnancy terminate other than by the birth of a living *child*; or

(2) should the placement of a *child* proposed for *adoption* not proceed.

(iii) If, after the commencement of any *parental leave*:

(1) the pregnancy is terminated other than by the birth of a living *child* or, in the case of *adoption leave*, the placement of the *child* ceases; and

(2) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

(3) *Parental leave* may be cancelled by agreement between the employer and the employee.

(m) Special Maternity Leave and Personal Leave

(i) If:

(1) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under H1; or

(2) the pregnancy of an employee not then on *maternity leave* terminates after 28 weeks otherwise than by the birth of a living *child*, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as *special maternity leave*) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, *special maternity leave* and *maternity leave* must not exceed the period to which the employee is entitled under H3(c)(ii) and she is entitled to take unpaid *special maternity leave* for such periods as a registered medical practitioner certifies as necessary.

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

(iii) An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

(iv) If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

(n) Special Adoption Leave

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

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

(iii) The leave under this clause H3(n) is to be known as **special adoption leave** and does not affect any entitlement under H3(c).

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

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

(o) Transfer to a Safe Job - Maternity Leave

(i) If, in the opinion of a legally qualified medical practitioner:

- (1) illness or risks arising out of the pregnancy; or
- (2) hazards connected with the work assigned to the employee,

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

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

(iii) Leave under this clause H3(o) will be treated as **maternity leave**.

(p) Part-Time Work

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

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

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

(q) Communication During Parental Leave

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

(1) 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

(2) 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**.

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

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with H3(q)(i).

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

(r) Return to Work after Parental Leave

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

(ii) On returning to work after parental leave an employee is entitled:

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

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

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

(s) Right to Request

(i) An employee entitled to *parental leave* pursuant to clause H3(c), may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid leave provided for in clause H3(d)(i) and H3(e)(i) up to a maximum of eight weeks;

(2) to extend the period of unpaid *parental leave* provided for in H3(c)(ii) by a further continuous period of leave not exceeding 12 months;

(3) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

(iii) The employee's request and the employer's decision made under H3(s)(i)(2) and (3) must be recorded in writing.

(iv) Where an employee wishes to make a request under H3(s)(iii), 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*.

(t) Termination of Employment

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

(ii) An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on *parental leave*.

Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

(u) Replacement Employees

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

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

Clause H4. Personal Leave To Care For A Family MemberOPDATE 22:03:2006 1st pp on or after

(a) Definitions

(i) ***Personal leave to care for a family member*** means leave provided in accordance with this clause.

(ii) ***Family*** - the following are to be regarded as members of a person's family:

- (1) a ***spouse***;
- (2) a child or step child;
- (3) a parent or parent in-law;
- (4) any other member of the person's household;
- (5) a grandparent or grandchild;
- (6) any other person who is dependent on the person's care.

(b) ***Personal leave*** means leave provided for in accordance with clause H1.

(c) Paid Personal Leave to Care for a Family Member

(i) An employee (other than a casual employee) with responsibilities in relation to a member of the employee's ***family*** who need the employee's care and support:

(1) due to personal injury; or

(2) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of ***continuous service*** (pro rata for part-time employees) to provide care and support for such persons when they are ill.

(ii) By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued ***personal leave*** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(iii) The entitlement to use ***personal leave to care for a family member*** is subject to the employee being responsible for the care of the person concerned.

(iv) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(v) In normal circumstances an employee must not take ***personal leave to care for a family member*** where another person has taken leave to care for the same person.

(vi) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

(vii) The amount of ***personal leave to care for a family member*** taken is to be deducted from the amount of the employees ***personal leave*** credit.

(d) Unpaid Personal Leave to Care for a Family Member

(i) Where an employee has exhausted all paid ***personal leave*** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a ***family*** member who is ill or who requires care due to an unexpected emergency.

(ii) The employer and the employee shall agree upon the period of unpaid ***personal leave to care for a family member*** which may be taken.

(iii) In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

(e) Single Day Absences

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

(f) Casual Employees Caring Responsibilities

(i) Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in H2 and H4, casuals are entitled to not be available to attend work, or to leave work:

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

(2) upon the death of a *family* member.

(ii) The period for which the employee will be entitled to not be available to attend work for each occasion in clause H4(f)(i) is:

(1) the period agreed upon between the employer and the employee; or

(2) up to 48 hours (or 2 days) per occasion.

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

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

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

Clause H5. Continuous Service

OPDATE 22:03:2006 1st pp on or after

(a) Maintenance of Continuous Service

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

(i) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

(ii) Absence of the employee from work for any cause by leave of the employer.

(iii) Absence from work on account of illness, disease or injury.

(iv) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

(v) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the Act or the *Long Service Leave Act 1987*.

(vi) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

(vii) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

(viii) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

(ix) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

(b) Calculation of Period of Service

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

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

SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

Schedule 1. Rates of Pay and Team Leader Allowance

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

Classification

| | 1st Increment \$ per week | 2nd Increment \$ per week | 3rd Increment \$ per week |
|--|---------------------------------------|---------------------------------------|---------------------------------------|
|--|---------------------------------------|---------------------------------------|---------------------------------------|

BUILDING TRADES EMPLOYEE

| | | | |
|----------------|--------|--------|--------|
| Training Level | 775.50 | | |
| Level 1 | 795.50 | 805.60 | 815.90 |
| Level 2 | 825.80 | 835.90 | |
| Level 3 | 845.80 | 858.50 | |
| Level 4 | 868.30 | 878.70 | |

BUILDING TRADESPERSON

| | | | |
|---------|--------|--------|--|
| Level 1 | 891.20 | 901.50 | |
| Level 2 | 917.70 | 928.60 | |
| Level 3 | 946.90 | 958.00 | |

BUILDING TRADES APPRENTICE

| | |
|----------|--------|
| 1st year | 401.05 |
| 2nd year | 490.15 |
| 3rd year | 668.40 |
| 4th year | 802.10 |

Provided that as from 1st pp on or after 01/07/2018 an adult apprentice must receive at least the State Minimum Award Wage of \$732.30 per week.

Note: The above rates do not include tool or industry allowances.

TEAM LEADER

(i) An employee who is appointed or who performs mixed functions in a higher classification as a Team Leader (as defined) shall retain their existing incremental step in the higher level (i.e. translate "point to point" in the incremental scale).

(ii) Where an employee performs Team Leader activities for eleven or more employees such employee shall be paid an additional amount of \$14.94 per week.

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.

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.

SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

Schedule 2. Points for Guidance

#OPDATE 05:05:94 1st pp on or after

In relation to Carpenters and Joiners, the "Points for Guidance" set out in the decision by Commissioner Webb in respect of the definitions of construction work, maintenance work, joinery work, shop work and the provision for mixed functions when making the 1962 award should continue to apply.

These points are as follows:-

"As it is realised that the term "small repairs" may not be a precise definition, an indication of the Commission's views in this regard should form the guide for future interpretation by the parties to the award, but before doing so the Commission made it clear that it cannot accept the proposition of the Union that a maintenance carpenter should become a construction carpenter immediately he leaves the workshop."

The following are for guidance:-

- (a) Generally maintenance work will be performed indoors with some minor exceptions.
- (b) Maintenance work may consist of small repairs to a number of buildings in a mixed enterprise.
- (c) Such work may consist of replacing a weatherboard on the outside of a building or some such similar work, providing that the duration of any work performed in the open does not exceed 4 hours.
- (d) Maintenance work carried on by State Government Departments in SA should be similarly confined to small repair work on buildings or internal fittings and minor construction work provided that the duration of any work performed in the open external to a building does not exceed 4 hours.
- (e) Where any of the above work performed in the open exceeds 4 hours, the work shall be regarded as construction work and in such a case the mixed functions clause shall operate.

On the other hand, the corollary of what has been said in respect of the limitations of maintenance work defines construction work in this context as -

- (a) Large structural alterations to building whether external or internal.
- (b) Erection of internal partitions in a building except those of a minor nature.
- (c) Completely setting up a retail shop, such as counters, etc. and internal fittings.
- (d) All carpentry work performed in the open external to a building, in excess of 4 hours in any one day. In such cases the mixed functions clause shall operate.

Shortly summarised the division between maintenance work and construction work could be generally described as repairing old work and constructing new work within the limitations mentioned in the points for guidance.

Shop Work or Joinery Work

It would also appear necessary to define shop work and joinery work for the purpose of indicating when a carpenter or joiner performing this type of work shall be entitled to the construction industry allowance.

These allowances shall be paid where a carpenter or joiner erects on site joinery or any fixing made in a workshop the duration of which exceeds 2 hours on any one day. In such cases the mixed functions clause shall operate."

SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

Schedule 3. Translation Arrangements

#OPDATE 05:05:94 1st pp on or after

1. Agencies and Health Units will examine each position against the classification level criteria for each position. This will be completed within 3 months of the ratification of this award.
2. Employees will be translated into the new integrated structure at the relevant work level on a wage rate equal to their existing rate including service and over-award payments, or if no such rate exists than at the next highest rate available in that level.
3. As part of the translation process the maximum increase that will be payable to any employee will be the weekly equivalent of \$750 per annum rounded to the nearest 10 cents i.e. \$14.40 per week. Therefore, if translation to the appropriate incremental level in the new wages structure gives an employee an increase in wages greater than \$14.40 per week, adjustment of the employee's new wage rate will be made on the basis of a \$14.40 per week increase on the date of translation, with, as appropriate, further increases of no more than \$14.40 per week at three monthly intervals thereafter until the employee reaches the appropriate incremental wage.

Thereafter, the employee will progress up the incremental scale appropriate to the employee's work level in accordance with normal incremental progression procedures.

4. Service with the Government will no longer be a criterium in determining a person's rate of pay for a particular work level. Rather, once a translation has occurred the period of time spent in the new work level will establish an employee's entitlement tot wage in that level. However, an employee will retain his/her current rate of pay and incremental progression date when transferring to a different job at the same level as the employee's substantive job.
5. An employee who translates to a work level the maximum wage of which is less than the employee's present substantive rate of pay including service and over-award payment shall be "pegged" (that is receive no further increases) until the rate of pay of the new work level exceed the employee's substantive rate.

Wage rates will be adjusted by economic increases of general application emanating from National Wage Case decisions, but not for any other reason. In this regard, future adjustments will therefore occur in the following manner:-

- (i) Where rates of pay are increased as a result of a National Wage Case decision and the increase relates to an economic increase of general application, then "pegged" rates of pay will be increased accordingly.
- (ii) Where rates of pay are increased as a result of a National Wage Case decision and that increase is subject to a prescribed non economic outcome e.g. productivity assessment, structural change, etc., then "pegged" rates of pay will not be increased.

SOUTH AUSTRALIAN GOVERNMENT BUILDING TRADES AWARD

Schedule 4. Supported Wage Provisions

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

(a) 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:

- (i) "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]"
- (ii) "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.
- (iii) "Disability Supported 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.
- (iv) "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.

(b) Eligibility Criteria

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.

(The 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).

The award 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, except with respect of an organisation which has received recognition under s.10 or under s.12A of the Disabilities Services Act, or if a part only has received recognition that part.

(c) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according the following schedule:

| Assessed Capacity (subclause (d)) | % of prescribed award rate |
|--------------------------------------|----------------------------|
| 10%* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable shall be not less than \$86.90 per week).

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

(d) 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:

- (i) the employer and a union party to the award in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor (as defined) acceptable to the employee and the employee's advisers and to the employer.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of South Australia.
- (ii) All assessment instruments shall 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 shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(f) 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 shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the 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.

(h) Workplace Adjustment

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

(i) Trial Period

- (i) 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.
- (ii) During that trial period the assessment of capacity and the proposed wage rate for a continuing employment shall be undertaken.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$86.90 per week.

[or in paid rates awards]

The amount payable to the employee during the trial period shall be \$86.90 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.

- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) hereof.

APPLICATIONS FILED

| File No | Description |
|-------------------|--|
| 04520/2001 | AWARD VARIATION Award varied. Various clauses & Sch. 1 Rates of Pay and Team Leader Allowance for the SWC 2001. Update 25/07/2001. |
| 00734/2006 | AWARD REVIEW S99 Award varied. Cl. A6 Definitions, Cl. F4 Right of Entry, Cl. F5 Introduction of Change. Update ppc 17/03/2006. |
| 00743/2006 | AWARD VARIATION Award varied. Cl. A3 Scope & Persons Bound (re "DAIS"), Cl. C1 Contract of Employment (re casual and part-time employees). Update ppc 28/02/2006. |
| 01756/2006 | AWARD VARIATION Award varied. Cl. A6 Definitions, Cl. C1(g) Shut Down, New Part H - Leave, New Cl. H1 Personal Leave - Injury & Sickness, New Cl. H2 Bereavement Leave, New Cl. H3 Parental Leave, New Cl. H4 Personal Leave to Care for a Family Member, New Cl. H5 Continuous Service. Update ppc 22/03/2006. |
| 01864/2006 | AWARD VARIATION Award varied. Cl. A3 Scope & Persons Bound, Cl. A8 Enterprise Flexibility Provision, Cl. C2 Anti-Discrimination, Cl. E2 Overtime, Cl. E4 Special Rates, Cl. E6 Industry Allowance - "On Site" Construction, Cl. E7 Industry Allowance - Other than "On Site" Construction, Cl. E8 Maintenance Van Allowance, Cl. E9 Underground Allowance, Cl. E10 Fares & Travelling Allowance, Cl. E11 Fares & Travelling Allowance - Workshop or Depot Based Employees, Cl. E12 Tools & Tool Allowance, Cl. E13 Disabilities Allowance, Cl. E14 Distant Jobs Allowance, Cl. E15 Laser Safety Officer Allowance, Cl. F1 Grievance & Dispute Settling Procedure, Cl. F4 Right of Entry, Cl. G1 Other Conditions of Employment, Cl. G4 Apprentices, Cl. G6 Anti-Discrimination, Sch. 1 Rates of Pay. Update ppc 22/07/2005. |
| 03617/2006 | AWARD VARIATION Award varied. Cl. G4 Apprentices, Sch. 1 Wage Rates re Remuneration Minimum Standard. Updates ppc 17/04/2006 & 01/07/2006. |
| 04768/2006 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay and Team Leader Allowance re General Application to Review Wages 2006. Update ppc 22/07/2006. |
| 02454/2007 | AWARD VARIATION Award varied. Cl. G4 Apprentices, Sch. 1 Wage Rates re Minimum Standard for Remuneration. Update ppc 02/03/2007. |
| 04607/2007 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2007 & Minimum Standard. Updates ppc 22/07/2007 & 01/10/2007. |

| File No | Description |
|-------------------|---|
| 00094/2008 | AWARD REVIEW S99 Award varied. Cl. A3 Scope & Persons Bound, Cl. E2 Overtime, Cl. E4 Special Rates, Cl. E7 Industry Allowance - Other than "On Site" Construction, Cl. E8 Maintenance Van Allowance, Cl. E11 Fares & Travelling Allowance - Workshop or Depot Based Employees, Cl. F1 Grievance & Dispute Settling Procedure, Cl. G1 Other Conditions of Employment (opdate ppc 01/04/2008); Cl. G4 Apprentices, Sch. 1 Rates of Pay (opdate 01/01/2008) re State Minimum Award Wage and updating terminology. |
| 02941/2008 | AWARD CONDITIONS Recommendations issued re classification & award coverage of an employee. |
| 05907/2008 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2008. Oupdate ppc 01/10/2008. |
| 05755/2009 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2009. Oupdate ppc 01/10/2009. |
| 04690/2010 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2010. Oupdate ppc 01/10/2010. |
| 04405/2011 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2011. Oupdate ppc 01/10/2011. |
| 05901/2011 | AWARD VARIATION Award varied. Cl. C1 Contract of Employment re MSR Casual Loading Case. Oupdates ppc 01/01/2012, 01/07/2012. 01/07/2013, 01/07/2014. |
| 02797/2012 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2012. Oupdate ppc 01/07/2012. |
| 03316/2013 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance - "On Site" Construction; Cl. E7 Industry Allowance - Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2013. Oupdate ppc 01/07/2013. |

| File No | Description |
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| 04477/2014 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2014. Oupdate ppc 01/07/2014. |
| 06610/2015 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2015. Oupdate ppc 01/07/2015. |
| 03227/2016 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2016. Oupdate ppc 01/07/2016. |
| 03373/2017 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2017. Oupdate ppc 01/07/2017. |
| 03373/2017 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2017. Oupdate ppc 01/07/2017. |
| 04403/2018 | AWARD VARIATION Award varied. Cl. E4 Special Rates; Cl. E6 Industry Allowance "On Site" Construction; Cl. E7 Industry Allowance Other than "On Site" Construction; Cl. E8 Maintenance Van Allowance; Cl. E9 Underground Allowance; Cl. E13 Disabilities Allowance; Cl. E15 Laser Safety Officer Allowance; Cl. G4 Apprentices; Sch. 1 Rates of Pay & Team Leader Allowance; Sch. 4 Supported Wage Provisions re SWC 2018. Oupdate ppc 01/07/2018. |