



CENTRAL LINEN EMPLOYEES AWARD

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

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 18:12:97 1st pp on or after

Clause 1.1 Title

OPDATE 18:12:97 1st pp on or after

The title of this Award is the Central Linen Employees Award.

Clause 1.2 Arrangement

OPDATE 21:02:2006 on and from

By Part:

- Part 1Application and Operation
Part 2Rates of Pay
Part 3Terms of Engagement
Part 4Hours of work
Part 5Leave
Part 6Allowances, Penalties and Shift Provisions
Part 7Union Protection and Consultation
Part 8Miscellaneous

- Schedule 1Rates of Pay
Schedule 2Activity Schedules

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Clause 1.3 Scope and Persons Bound

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

1.3.1 This Award is binding upon the Australian Liquor Hospitality and Miscellaneous Workers Union, its officers and members, the Chief Executive, Department for Administrative and Information Services, and all employees of the Chief Executive, Department for Administrative and Information Services whether as members of an Association or not, who are classified as Central Linen Employees engaged in activities in connection with provision of laundry services including:

1.3.1.1 Laundry Operation

Involves all those processes associated with:-

- * Preparation
- * Sorting
- * Chemical and Ingredient Control
- * Washing
- * Dryers
- * Garment Finishing Operations
- * Ironing
- * Dry Folding
- * Pressing
- * Computer operation
- * Data Collection
- * Quality Control
- * Preparation of theatre packs (CSSD) and
- * Despatch of linen items as part of the overall laundry operation.

1.3.1.2 Support Services

Involves activities associated with:-

- * Hand and Machine Sewing
- * Cleaning and Maintenance
- * Canteen Duties.

1.3.1.3 Distribution/Transport

Involves those activities associated with:-

- * Pickup, packing, loading and delivery of linen requirements
- * maintaining orders and providing direct client services
- * Liaison with clients, despatch and production Areas
- * Promotion of Central Linen services and products.

1.3.2 This Award is not binding on those persons who are appointed under the provisions of the *Public Sector Management Act 1995*.

Clause 1.4 Locality

OPDATE 18:12:97 1st pp on or after

This award applies throughout the State of South Australia.

Clause 1.5 Duration

OPDATE 18:12:97 1st pp on or after

This award came into operation on and from 3 July 1992 and continues in force until amended, rescinded or replaced.

Clause 1.6 Work Level Definitions

OPDATE 18:12:97 1st pp on or after

1.6.1 CENTRAL LINEN EMPLOYEE TRAINEE - LEVEL 1

Employees at this level 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, associated with the operations of Central Linen.

Appointment to this level will be for a maximum period of three months.

Employees are provided with information about the conditions of work, policies, procedures and objectives of Central Linen.

Information is 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.

PROGRESSION

Progression from Level 1 (Training) to Level 2, the first operative level of work, will be on competency. Competency will require the employee to attain 100% in one functional area and to become familiar with a broad range of other activities.

1.6.2 CENTRAL LINEN EMPLOYEE LEVEL 2

Employees at this level will be required to perform production tasks in a predominantly commercial environment.

Work at this level is characterised by the following:

- is generally labour intensive requiring the skills of accuracy, speed and stamina,

- may involve the operation of production machinery, equipment, and/or facilities, which require the exercise of skills and knowledge,
- to meet pre determined production standards,
- is performed under general direction,
- instruction given is by way of verbal, written or diagrammatic direction,
- will require the exercise of limited judgement in the organisation of their own work,
- 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,
- performed across a range of activities.

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

Tasks typical of Level 2, as agreed between the parties, are described in the Activity Schedule, and include the functional areas of:

Preparation	Sorting
Manual Dry Fold	Machine Dry Fold
Order Pick and Preparation	Cleaning
Ironers	Canteen
Theatre Pack Preparation (CSSD)	Repair
* inspect and fold	
* preparation and pack	

PROGRESSION

To progress to Step 3, Level 2, an employee will need to be known to be able to operate flexibly and to meet predetermined production standards in three functional work areas,

AND

to work to predetermined standards in one of the following higher level functions:

CSSD/ANR Despatch (Client Contact)	Dock Organiser
Linen Despatcher (Imprest)	Washing
Ingredient Mixer	Personals
Advanced Sewing	Pressing
Bottom Floor Sorting	Computer Controller

OR

an employee will need to be known to be able to operate flexibly and to meet predetermined production standards in four functional work areas,

AND

to be responsible for the on the job training of employees at Level 1 which includes:

- Monitor trainee work performance against pre-determined training plan.
- Provide guidance to enable trainees to develop work techniques to meet pre-determined standards.

Appointment to a higher level function is dependant on work availability and merit.

1.6.3 CENTRAL LINEN EMPLOYEE LEVEL 3 (LAUNDRY AND SUPPORT SERVICES)

Employees at this level will be required to perform either:

* A range of higher level operative activities 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,
- to meet predetermined production standards,
- performed under general direction,
- exercise judgement and initiative in the day to day organisation 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,
- performed across a range of activities,
- 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 within the public sector, subject to work and training availability.

Tasks typical of Level 3 are described in the Activity Schedule and include the functional areas of:

CSSD/ANR Despatch (Client Contact)	Dock Organiser
Linen Despatcher (Client Premises)	Washing
Ingredient Mixer	Personals
Advanced Sewing	Pressing
Bottom Floor Sorting	Computer Controller

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 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,
- ensure production standards are maintained,
- significant client contact and the exercise of interpersonal skills,
- 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 and the development of training plans,
- perform associated duties as directed.

1.6.4 CENTRAL LINEN EMPLOYEE LEVEL 3 (TRANSPORT STREAM)

Employees at this level perform -

EITHER

A range of higher level operation 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 organisation 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,
- work will comprise a range of tasks from a variety of functional areas for which training has been provided,
- 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 within the public sector, subject to work and training availability.

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

1.6.5 CENTRAL LINEN EMPLOYEE LEVEL 4 (LAUNDRY AND SUPPORT SERVICES)

Employees at this level will be required to perform a range of higher level operative tasks.

Work at this level is characterised by the following:

- tasks performed require skill specialization and/or extensive training,
- may require the set up, program and operation of machinery, equipment and/or facilities,
- to meet predetermined production standards,
- 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,
- performed across a range of activities,
- may from time to time perform work of a lower level.

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,
- ensure production standards are maintained,
- significant client contact and the exercise of interpersonal skills,
- provide an overall on the job leadership role,
- responsible for the efficient operation of functional areas,
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the on-the-job training, the development of training plans and appraisal of employees,
- perform associated duties as directed.

1.6.6 CENTRAL LINEN EMPLOYEE LEVEL 4 (TRANSPORT STREAM)

Employees at this level 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 specialization 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,
- work will comprise a range of tasks from a variety of functional areas for which training has been provided,
- 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 within the public sector, subject to work and training availability.

Tasks typical of Level 4, as agreed between the parties, are described in the Activity Schedule.

1.6.7 CENTRAL LINEN EMPLOYEE LEVEL 5 (LAUNDRY AND SUPPORT SERVICES)

Employees at this level will be required to apply :

A combination of an extensive range of skills, across activities, acquired from extensive training and/or experience and team leader activities to a trade equivalent level.

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, operation and fault finding, of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at level 4, to meet predetermined production standards,
- performed under broad guidelines,
- a capacity to programme detailed work functions,
- the ability to interpret complex instructions and procedures,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- performed across a range of activities,
- may from time to time perform work of a lower level or incidental to their area of expertise,
- the provision of trade equivalent guidance and assistance within their area of expertise to other employees,
- 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),
- ensure and maintain work/production standards,
- 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
- assist in the establishment of and ensure production standards are maintained,
- significant client contact and the exercise of interpersonal skills,
- undertake a variety of administrative duties including the preparation and maintenance of records and incident reports,

- assist in the preparation of and achievement of the annual budget,
- responsible for the effective operation of functional areas,
- responsible for the overall performance of prescribed sections,
- contribute to staff appraisal,
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the training of employees,
- develop training plans,
- perform associated duties as directed.

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

Tasks typical of Level 5, as agreed between the parties, are described in the Activity Schedule.

1.6.8 CENTRAL LINEN EMPLOYEE LEVEL 5 (TRANSPORT SERVICES)

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 specialized 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,
- work will comprise a range of tasks from a variety of functional areas for which training has been provided,
- may from time to time perform work of a lower level or incidental to their area of expertise.

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.

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

Tasks typical of Level 5, as agreed between the parties, are described in the Activity Schedule.

Clause 1.7 Savings

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Nothing in this Award will be deemed or construed to reduce the wages or allowances or to alter unfavourably the conditions of employment applying immediately prior to the commencement of operation of any provisions of this award which are not specifically provided for.

PART 2 - RATES OF PAY

OPDATE 18:12:97 1st pp on or after

Clause 2.1 Rates of Pay

OPDATE 18:12:97 1st pp on or after

- 2.1.1 Unless a different rate of pay is prescribed elsewhere in this award, an employee must be paid at the rate of pay prescribed in Schedule 1 for the classification level in which the employee is employed.
- 2.1.2 Except as provided for in 2.1.3 an employee progresses by annual increment after each completed year of service until the relevant maximum rate is reached for the employee's classification.
- 2.1.3 Progression from increment 2 to increment 3 of Level 2 is contingent on the attainment of specified requirements.

Clause 2.2 Payment of Wages

OPDATE 18:12:97 1st pp on or after

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

Clause 2.3 Junior Employees

OPDATE 18:12:97 1st pp on or after

The rates to be paid to junior employees are determined by applying the following percentages to the rate of pay for the level of work upon which they are employed.

	%
16 years of age	45
17 years	55
18 years	65
19 years	80
20 years	90

However, employees 18 years of age or older, who are performing all of the duties usually performed by adult employees, must be paid the appropriate adult rate.

PART 3 - TERMS OF ENGAGEMENT

OPDATE 18:12:97 1st pp on or after

Clause 3.1 Contract of Employment

OPDATE 01:01:2012 1st pp on or after (cl. 3.1.3)

3.1.1 Weekly Employment

All employees other than casual employees are employed by the week.

3.1.2 Permanent Part-Time Employment

3.1.2.1 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 must be paid per hour one thirty-eighth (1/38) of the weekly rate prescribed by this Award for the work performed.

3.1.2.2 An employee engaged on a part-time basis is entitled to receive pro-rata entitlement to sick leave, annual leave, bereavement leave and public holidays.

3.1.2.3 Additional Hours

3.1.2.3.1 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 clause 3.1.2.3, **12 continuous months** means the 12 continuous months immediately preceding the date the written application for the additional hours is received by the employer.

3.1.2.3.2 The employer of an employee who is entitled to make the application described in subclause 3.1.2.3.1 must notify the employee in writing of the provisions of subclause 3.1.2.3.1 within 4 weeks of the employee completing the 12 month qualifying period.

3.1.2.3.3 Any employee who is entitled to make the application described in subclause 3.1.2.3.1 and who does not make such application within 4 weeks of receiving the written notice in subclause 3.1.2.3.2 will be deemed to have declined to have the additional hours added to the employee's substantive hours.

3.1.2.3.4 Upon receiving a written application from an employee pursuant to subclause 3.1.2.3.1 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.

3.1.2.3.5 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 7.2.

3.1.2.3.6 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.

3.1.2.3.7 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.

3.1.2.3.8 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.

3.1.2.3.9 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 7.2.

3.1.2.3.10 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.

3.1.3 Casual Employment

3.1.3.1 A casual employee is one who is engaged to work on short term and/or variable employment arrangements. Such an employee does not have continuity of employment.

3.1.3.2 A casual employee is paid per hour worked one thirty-eighth of the weekly rate prescribed by this Award for the work performed and a twenty (20) per cent casual loading is also applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment of 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.

3.1.3.3 Any casual employee engaged and paid in accordance with this clause:

- (i) 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;
- (ii) whose employment is consistent with part-time employment (as defined) or full time employment; 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.

3.1.3.4 The employer of an eligible employee must notify the employee in writing of the provisions of subclause 3.1.3.3 within 4 weeks of the employee completing the 12 month qualifying period.

3.1.3.5 Any eligible employee who does not make an election as provided in subclause 3.1.3.4 within 4 weeks of receiving the written notice in subclause 3.1.3.4 will be deemed to have agreed to remain a casual employee.

- 3.1.3.6 Any eligible employee who remains a casual employee pursuant to subclause 3.1.3.5 may, provided that the employee also remains an eligible casual employee pursuant to the provisions of subclause 3.1.3.3, 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 3.1.3.3, will be the 12 months immediately preceding the date that written notice is given.
- 3.1.3.7 Upon receiving written notice from an employee pursuant to subclause 3.1.3.3 or 3.1.3.6, 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.
- 3.1.3.8 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 7.2.
- 3.1.3.9 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.
- 3.1.3.10 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.
- 3.1.3.11 Where an eligible employee elects to convert to permanent employment status and the employer agrees to such conversion:
- (i) 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.
 - (ii) 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.

3.1.4 Temporary Employment

- 3.1.4.1 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.
- 3.1.4.2 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.
- 3.1.4.3 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.
- 3.1.4.4 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.
- 3.1.4.5 The employer of an eligible employee must notify the employee in writing of the provisions of 3.4.4 prior to the expiration of the employee's current contract.

- 3.1.4.6 Any eligible employee who does not make an election as provided for in the subclause 3.4.4 within 4 weeks of receiving the written notice in 3.4.5 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.
- 3.1.4.7 Upon receiving a written notice of election from an eligible employee pursuant to subclause 3.4.4, 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.
- 3.1.4.8 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 7.2.
- 3.1.4.9 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 3.4.4 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.

3.1.5 Absence from Duty

An employee who is absent from duty is not entitled to payment in respect of time of such absence unless the employee is eligible for and is granted paid leave to cover the absence by the employer.

3.1.6 Close Down

Where Central Linen or a section of Central Linen is closed down for the purposes of allowing annual leave to all or the bulk of the employees concerned, the employer may stand off for the duration of the close down all employees of Central Linen or section of Central Linen and allow a full period of leave to employees qualified for such a period of leave and to those who are not so qualified, paid leave on a proportionate basis based on the completed months of the employee's continuous service.

3.1.7 Abandonment of Employment

- 3.1.7.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 3.1.7.2 Provided that if within a period of fourteen calendar 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.
- 3.1.7.3 In these circumstances, any monies in hand to the extent of a week's wage will then be forfeited in lieu of notice.

3.1.8 Direction of Employees

- 3.1.8.1 An employer may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training on condition that such duties are not designed to promote deskilling.

- 3.1.8.2 An employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of such tools and equipment.
- 3.1.8.3 Any direction issued by an employer in accordance with 3.1.7.1 and 3.1.7.2 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

3.1.9 Higher Duties

- 3.1.9.1 From time to time an employee may be offered work at a higher classification level for up to twelve months duration.
- 3.1.9.2 Prior to the commencement of the higher level duties, agreement in writing must be obtained between the employer and employee regarding the period of time, rate of pay and classification level to apply.
- 3.1.9.3 During the period the employee is performing the higher level duties an extension of the period may be negotiated, up to a maximum of a further twelve months.
- 3.1.9.4 Upon completion of the agree period of time the employee will revert to the employee's previous classification level.

3.1.10 Mixed Functions

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

This provision does not apply to those employees undertaking a higher level function associated with the requirements for progression from increment 2 to increment 3 of level 2.

Clause 3.2 Termination of Employment

OPDATE 18:12:97 1st pp on or after

3.2.1 Notice of Termination by Employer

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

- 3.2.1.2 In addition to the notice in 3.2.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

- 3.2.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 3.2.1.1 and/or 3.2.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

- 3.2.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

- 3.2.1.5 The period of notice in this Clause does not apply in the case of:

- (i) dismissal for conduct that at common law justifies instant dismissal;
- (ii) casual employees;
- (iii) employees engaged for a specific period of time; or
- (iv) employees engaged for a specific task or tasks.

3.2.2 Time Off During Notice Period

Where an employer has given notice of termination an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

3.2.3 Statement of Employment

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

3.2.4 Payment in Lieu

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

3.2.5 Notice of Termination by Employee

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

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	at least 1 week
More than 1 year	at least 2 weeks

PART 4 - HOURS OF WORK

OPDATE 18:12:97 1st pp on or after

Clause 4.1 Hours of Work

OPDATE 18:12:97 1st pp on or after

- 4.1.1 The ordinary hours of work of a full time employee are an average of 38 hours per week to be worked on 19 days in each four weekly cycle.
- 4.1.2 The ordinary hours of work prescribed in 4.1.1 may be worked on five days of not more than eight ordinary hours Monday to Friday inclusive between the hours of 6.00 a.m. and 8.00 p.m. and between the hours of 7.00 a.m. and 12 noon on Saturday morning.
- 4.1.3 Arrangements to vary the ordinary hours of work of an employee within this span of hours will be implemented by mutual agreement between the employer and employee concerned.
- 4.1.4 Employees who elect to maintain their existing hours of work may continue to work those hours.
- 4.1.5 Where it is necessary for the effective operation of a section to have all employees commence duty at the same time, the employer may assign employees not normally assigned to that section, but who are agreeable to commencing duty at that time, to compensate for the absence of employees who have elected to maintain their existing hours of work.
- 4.1.6 Employees who are engaged to work only between the hours of 4.00 p.m. and 8.00 p.m. on any day Monday to Friday will be paid an additional payment at the rate of 15 per cent of their ordinary hourly rate of pay.
- 4.1.7 An employee will be paid for work done during ordinary working hours on Saturday morning, an additional payment calculated at the rate of 50% of his/her ordinary rate of pay prescribed in Schedule 1.
- 4.1.8 Within each 4 week cycle a programmed day off for each full time employee will be taken at times agreed to between the employer and employee.
- 4.1.9 A schedule of available programmed days off will be agreed upon between the employer and employees on an annual basis.
- 4.1.10 Employees called into duty on their programmed day off due to an emergency are entitled to ordinary time rates for the time so worked and an alternative paid day off.
- 4.1.11 Where a programmed day off has been granted to an employee in advance of it actually falling due and where such an employee leaves Central Linen before rendering sufficient service appropriate to the credit of a full programmed day off, he/she will refund the monetary equivalent of the short fall in hours.

Clause 4.2 Meal Breaks

OPDATE 18:12:97 1st pp on or after

- 4.2.1 On each ordinary working day (Monday to Friday inclusive) a period of not less than thirty minutes nor more than one hour will be allowed to employees for the purpose of an unpaid meal break at the discretion of the employer, provided that no employee will be required to work more than 5 hours without a meal break.
- 4.2.2 Any employee who is required to work for more than five hours without a meal break must be paid at the rate of time and a half for such work and such rate shall continue until the employee is allowed time off for such meal.

Clause 4.3 Payment for Public Holidays

OPDATE 18:12:97 1st pp on or after

- 4.3.1 Employees are to be paid at their ordinary rate of pay for any of the following Public Holidays which occur during their employment:-

New Year's Day
the third Monday in May
Australia Day
Queen's Birthday
Good Friday

Labor Day
 the day after Good Friday
 Christmas Day, and Commemoration day
 Easter Monday
 Anzac Day

and/or any other day which by Act of Parliament or proclamation is created a public holiday throughout the State of South Australia, or which may be substituted for any of such holidays. However, where an employee is absent from employment on any part of the day before or any part of the day after a public holiday without reasonable cause or without the prior consent of the employer, the employee is not entitled to payment for such holiday.

4.3.2 For the purpose of subclause 4.3.1, the following payments, where applicable, are to be included in determining the amount so payable for public holidays:-

4.3.2.1 Award rate of pay for appropriate classification.

4.3.2.2 Certain award allowances, eg., leading hand, industry allowances, (where paid for all purposes), first-aid allowance.

4.3.2.3 A shift worker whose rostered day off falls on a public holiday, that day being a Monday to Friday inclusive, will receive an extra day's pay in respect of such day.

4.3.2.4 Other than a casual employee, an employee who is not required to work on a Public Holiday will be paid for the time the employee would have normally worked on such day.

4.3.2.5 Where an employee works on any public holiday for the whole of his/her usual daily working hours the employee must be paid:

(i) In the case of an employee who is required to work on active duty for seven days a week - at the rate of time and a half and allowed an additional day's annual leave or pro rata leave as the case may be. However, where an employee has already worked in excess of seven public holidays per annum, the employee must be paid at the rate of double time and a half.

(ii) In the case of other employees - at the rate of double time and a half: - or alternatively, where the employees so request, a day in lieu may be granted at the convenience of the employer together with payment at the rate of time and a half.

Clause 4.4 Public Holidays Occurring During Annual Leave

OPDATE 18:12:97 1st pp on or after

4.4.1 Where a paid public holiday falls on a normal working day i.e. any Monday to Friday, during a period when an employee is on annual leave the period of leave is to be extended accordingly. The public holiday will not be regarded as annual leave and accordingly, the penalty must not be included in the annual leave loading calculation. However, any weekend or shift penalty payable to a shift worker had he/she worked on the "extending" day and not been on leave, will be included in the annual leave loading calculation.

4.4.2 Where a public holiday does not fall on a normal working day (that is any day Monday to Friday) during a period when an employee is on annual leave, the period of leave must not be extended. However, if a shift worker would have worked on that day had he/she not been on leave, then the appropriate public holiday penalty must be included in the annual leave loading calculation in accordance with Clause 5.4.2.

Clause 4.5 Public Holidays Occurring during Absence on Workers Compensation

OPDATE 18:12:97 1st pp on or after

An employee who is entitled to public holidays without loss of pay and who meets with an accident which entitles him/her to workers' compensation will be granted a full day's pay for public holidays occurring during the employee's absence on account of injury.

Clause 4.6 Public Holidays Falling on a Programmed Day Off

OPDATE 18:12:97 1st pp on or after

Where a public holiday falls on a day that would otherwise have been an employee's programmed day off, then that employee will be given an alternative programmed day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

Clause 4.7 Continuous Service

OPDATE 21:02:2006 on and from

4.7.1 Maintenance of Continuous Service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award or the Fair Work Act.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of 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.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
 - (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

4.7.2 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:

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

PART 5 - LEAVE

OPDATE 18:12:97 1st pp on or after

Clause 5.1 Annual Leave

OPDATE 21:02:2006 on and from

5.1.1 Period of Leave

An employee on completion of twelve months continuous service (less the period of leave), is entitled to annual leave, exclusive of paid public holidays occurring during the period of leave on the following basis:

5.1.1.1 If employed other than as a seven day week worker -

Four weeks annual leave with pay.

5.1.1.2 If employed as a seven day week worker, ie. an employee who is rostered to work his/her ordinary hours over seven days of the week and who is rostered to work regularly on Sundays and Public Holidays -

Five weeks annual leave with pay

5.1.1.3 An employee who is employed for part of a service year as a seven day week worker will be granted annual leave pro rata on the basis of five weeks per annum with respect to completed months of service as a seven day week worker.

5.1.1.4 Where an employee is employed for part of a service year as a seven day week worker for more than one period, then all such periods, whether or not each such period constitutes a completed month of service, will be aggregated for determining completed months of service as a seven day week worker.

5.1.1.5 For the purposes of 5.1.1.4, a "period" is defined as any time rostered as a seven day week worker which includes a Sunday and/or a Public Holiday as part of the ordinary hours of duty.

5.1.1.6 The annual leave to which an employee is entitled in respect of any one year of service must be taken in one period unless the employer is satisfied that good reason exists for allowing such leave to be taken otherwise eg. Christmas close down, urgent personal reasons.

5.1.1.7 The monthly rate at which annual leave accrues is:

(i) 15.83 hours (190 hours/12 months) for an employee entitled to 5 weeks annual leave.

(ii) This monthly rate of accrual applies in calculating pro-rata leave on termination or for the purposes of annual close down.

5.1.1.8 An employee is entitled to a period of four or five weeks of annual leave, as appropriate, and a maximum of twelve programmed days off. In accordance with that principle the period of annual leave must include one programmed day off and the period of annual leave is not to be extended by that one day.

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

5.1.1.10 Time of Taking Annual Leave

5.1.1.10(a) Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 5.5.

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

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

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

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

5.1.2 Payment for Period of Annual Leave

5.1.2.1 Before going on leave, each employee will be paid the ordinary rate of pay the employee would have received in respect of ordinary time worked had the employee not been on leave during that period.

5.1.2.2 However, the provision in 5.1.2.1 does not apply where an employee transfers from one project to another in order to maintain continuity of employment. In this circumstance, where the employee concerned has, during the twelve months prior to the date upon which leave is commenced:

- (i) been employed in a classification carrying a higher rate of pay than the employee's existing classification and
- (ii) the time spent working in the higher classification totals 130 working days or more in continuous periods of not less than one completed month on each occasion

payment is to be made at that higher rate of pay.

5.1.2.3 For the purposes of this subclause the following payments, where applicable, are to be included in determining the amount to be paid for annual leave.

- (i) Award rate of pay for the appropriate classification;
- (ii) certain award allowances, eg leading hand, industry allowance, multi-storey allowance, first-aid allowance.

5.1.3 Annual Leave Loading

5.1.3.1 In addition to the payments prescribed in 5.1.2.3, each worker will be paid a loading on annual leave as follows:

- (i) if employed other than as a shift worker or a seven day week worker (i.e. an employee entitled to four weeks annual leave in accordance with 5.1.1.1) -

either

a loading of 17.5 per cent calculated on the total of 5.1.2.3(i) and 5.1.2.3(ii), where applicable;

or,

the penalties the employee would have received if the employee had worked and not been on leave during the relevant period;

whichever is the greater.

- (ii) if employed as a shift worker or a seven day week worker (i.e. an employee entitled to five weeks annual leave in accordance with 5.1.1.2:

either,

a loading of 20 per cent calculated on the total of 5.1.2.3(i) and 5.1.2.3(ii), where applicable,

or,

the weekend and shift penalties the employee would have received if the employee had worked and not been on leave during the relevant period;

whichever is greater.

5.1.3.2 An employee who is employed for part of a year as a shift worker or a seven day week worker will be paid a loading of 17.5 per cent plus the difference between the 17.5 per cent and 20 per cent loadings calculated on a pro rata basis taking into account the number of completed months worked as a shift worker or a seven day week worker.

5.1.4 Notice of Annual Leave

Whenever an employee is required to take annual leave by the employer, the employee must be given at least four weeks notice of leave.

5.1.5 Termination

In all cases of termination of employment, whether by resignation, age, invalidity or dismissal, an employee is to be paid the monetary equivalent of pro-rata leave calculated at the rate of 1/12th of the annual period of leave for which the employee would be eligible for each completed month of service in respect of which annual leave has not already been granted, together with annual leave loading calculated in accordance with subclause 5.1.3.

5.1.6 Pro-Rata Leave for Other than Termination

An employer may grant to an employee any pro rata leave which may have accrued to the employee's pursuant to the employee's credit under subclause 5.1.1.7, despite the fact that the employee's engagement is not being terminated.

5.1.7 Payment of Pro-Rata Leave

Employees entitled to payment of pro rata leave in accordance with subclauses 5.1.5 and 5.1.6 will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they continued in their employment or had they not been on leave during that period. The payments to be taken into consideration in determining the amount so payable are the same as those set out in subclauses 5.1.2 and 5.1.3.

5.1.8 Sickness During Annual Leave

An employee who is sick while on annual leave and who produces a medical certificate or other satisfactory evidence covering the period of illness, is entitled to convert such period to paid sick leave if the employee has sufficient sick leave credit to do so. In these circumstances the employee will be re-credited with the annual leave during which the illness occurred and for which sick leave was taken.

Clause 5.2 Parental Leave

OPDATE 21:02:2006 on and from

5.2.1 Definitions

In this clause, unless the contrary intention appears:

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

5.2.1.2 **Adoption leave** means adoption leave provided under 5.2.3.4.

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

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

- (a) on a regular and systematic basis for several periods of employment; or
- (b) on a regular and systematic basis for an ongoing period of employment,

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

- 5.2.1.5 **Extended adoption leave** means **adoption leave** provided under 5.2.3.4(b).
- 5.2.1.6 **Extended paternity leave** means **paternity leave** provided under 5.2.3.3(b).
- 5.2.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 5.2.1.8 **Maternity leave** means maternity leave provided under 5.2.3.2.
- 5.2.1.9 **Medical certificate** means a certificate as prescribed in 5.2.5.1.
- 5.2.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 5.2.1.11 **Paternity leave** means paternity leave provided under 5.2.3.3.
- 5.2.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 5.2.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 5.2.1.14 **Short adoption leave** means **adoption leave** provided under 5.2.3.4(a).
- 5.2.1.15 **Special adoption leave** means **adoption leave** provided under 5.2.10.
- 5.2.1.16 **Special maternity leave** means **maternity leave** provided under 5.2.9.1.
- 5.2.1.17 **Spouse** includes a defacto spouse or a former spouse.

5.2.2 Employer's responsibility to inform

On becoming aware that:

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

an employer must inform the employee of:

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

5.2.3 Eligibility for and entitlement to parental leave

5.2.3.1 Subject to the qualifications in 5.2.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

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

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

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

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

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

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

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

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

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

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

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

5.2.4 **Qualifications on entitlements and eligibility**

5.2.4.1 An employee engaged upon casual or seasonal work is not entitled to *parental leave*.

5.2.4.2 An entitlement to *parental leave* is subject to the employee having at least 12 months of *continuous service* with the employer immediately preceding:

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

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

5.2.4.3 The entitlement to *parental leave* is reduced:

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

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

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

5.2.5 **Certification required**

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

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

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

(c) states:

(i) the expected date of birth;

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

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

whichever is appropriate.

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

5.2.5.2(a) *Parental leave*

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

5.2.5.2(b) *Adoption leave*

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

5.2.6 **Notice requirements**5.2.6.1 Maternity leave

5.2.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the *child*, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence *maternity leave* stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 5.2.5 within two weeks after the change takes place.

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

5.2.6.2 Paternity leave

An employee must:

- 5.2.6.2(a) Not less than 10 weeks prior to each proposed period of *paternity leave*, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of *paternity leave*.
- 5.2.6.2(b) Notify the employer of any change in the information provided pursuant to 5.2.5 within two weeks after the change takes place.

5.2.6.3 Adoption leave

An employee must:

- 5.2.6.3(a) On receiving notice of approval for *adoption* purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of *adoption leave* the employee proposes to take.
- 5.2.6.3(b) In the case of a *relative adoption*, so notify the employer on deciding to take a *child* into custody pending an application for *adoption*.
- 5.2.6.3(c) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of *short adoption leave* to be taken.

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

5.2.6.4 Unforeseen circumstances

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

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

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

5.2.7 **Taking of parental leave**

- 5.2.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.
- 5.2.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with *parental leave*, take any annual leave or long service leave to which the employee is entitled.
- 5.2.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- 5.2.7.4 A period of *maternity leave* must be taken as one continuous period and must include, immediately following the birth of the *child*, a period of 6 weeks of compulsory leave.
- 5.2.7.5 Subject to 5.2.4 and unless agreed otherwise between the employer and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.
- 5.2.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 5.2.7.7 Where leave is granted under 5.2.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 5.2.7.8 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.
- 5.2.7.9 *Adoption leave* cannot extend beyond the *child's* fifth birthday.
- 5.2.7.10 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.
- 5.2.7.11 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 5.2.15.

5.2.8 **Variation and cancellation of parental leave**

- 5.2.8.1 Without extending an entitlement beyond the limit set by 5.2.3, *parental leave* may be varied as follows:
- 5.2.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
 - 5.2.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

5.2.8.2 **Parental leave**, if applied for but not commenced, is cancelled:

- (a) should the pregnancy terminate other than by the birth of a living **child**; or
- (b) should the placement of a **child** proposed for **adoption** not proceed.

5.2.8.3 If, after the commencement of any **parental leave**:

- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

5.2.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

5.2.9 **Special maternity leave and personal leave**

If:

- (a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 5.3; or
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 5.2.3.2 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

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

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

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

5.2.10 **Special adoption leave**

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

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

5.2.10.3 The leave under this clause 5.2.10 is to be known as **special adoption leave** and does not affect any entitlement under 5.2.3.

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

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

5.2.11 Transfer to a safe job - maternity leave

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

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

5.2.11.3 Leave under this clause 5.2.11 will be treated as *maternity leave*.

5.2.12 Part-time work

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

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

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

5.2.13 Communication during parental leave

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

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

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

5.2.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 5.2.13.1.

5.2.14 Return to work after parental leave

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

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

- (a) to the position which the employee held immediately before commencing *parental leave*; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

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

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

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

5.2.15 Right to request

- 5.2.15.1 An employee entitled to *parental leave* pursuant to clause 5.2.3, may request the employer to allow the employee:
- (a) to extend the period of simultaneous unpaid leave provided for in clause 5.2.3.3(a) and 5.2.3.4(a) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid *parental leave* provided for in 5.2.3.2 by a further continuous period of leave not exceeding 12 months;
 - (c) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age, to assist the employee in reconciling work and parental responsibilities.
- 5.2.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 5.2.15.3 The employee's request and the employer's decision made under 5.2.15.1(b) and (c) must be recorded in writing.
- 5.2.15.4 Where an employee wishes to make a request under 5.2.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from *parental leave*.

5.2.16 Termination of employment

- 5.2.16.1 An employee on *parental leave* may terminate their employment at any time during the period of leave by giving the required notice.
- 5.2.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on *parental leave*. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

5.2.17 Replacement employees

- 5.2.17.1 A *replacement employee* is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on *parental leave*.
- 5.2.17.2 Before an employer engages a *replacement employee* the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Clause 5.3 Personal Leave – Injury and Sickness

OPDATE 23:12:2009 1st pp on or after

5.3.1 Entitlement to Personal Leave

- 5.3.1.1 An employee on weekly hire who is absent from work on account of personal illness or on account of injury by accident is entitled to leave of absence without deduction from the employee's ordinary rate of pay on condition that:
- (i) The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers compensation.

- (ii) The employee must inform the officer in charge of the employee's inability to attend for duty within 24 hours of the commencement of such absence, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) The employee must prove to the satisfaction of the employer that the inability to attend for duty was on account of such illness or injury, to attend for duty.
- (iv) An employee must not be granted paid leave of absence if the inability to work is the result of the employee's own misconduct.

5.3.1.2 Employees working 7.6 ordinary hours per day are entitled to 76 hours of sick leave per year and in the first year of service such leave will accrue at the rate of 6 1/3 hours per month. Employees will be debited 7.6 hours for each full days absence.

5.3.1.3 Employees working less than 8 ordinary hours on one or more days each week (eg 8 hours on 4 days and 6 hours on the fifth day of the week) will be debited 8 hours for each full day of 8 hours absence and 6 hours for each full day of 6 hours absence.

5.3.1.4 Part Time Employees

- (i) Part time employees are entitled to paid personal leave equivalent to twice the usual weekly number of hours. Where an employee transfers from a full time position to a part time position, sick leave will be granted to the extent of twice the lesser weekly number of hours.
- (ii) Part time employees must not be granted more than one twelfth of the personal leave to which they are entitled for each completed month of service during their first year of service.

5.3.2 Payments Applicable During Personal Leave

5.3.2.1 For the purpose of this Clause the following payments, where applicable, are to be included in determining the amount so payable for personal leave:

- (i) Award rate of pay for appropriate classification.
- (ii) Certain award allowances eg. leading hand, industry allowance, (where paid for all purposes), first-aid allowances.

5.3.3 Production of Medical Certificates

5.3.3.1 Absences for Periods of Three Days or Less

An employee may be absent from duty on account of personal illness or injury (other than one for which Worker's Compensation is payable) for periods of up to three working days without the production of a medical certificate from a health practitioner, as defined herein.

5.3.3.2 Absences for Periods Exceeding Three Days

Where an employee is absent from duty for a period in excess of three consecutive working days the employee must produce a medical certificate or a certificate from a health practitioner (as defined) covering the whole of the period of absence.

5.3.3.3 Certificates Acceptable for Personal Leave Purposes

- (i) The certificate of a legally qualified medical practitioner (doctor) will be accepted for any period of sick leave absence.
- (ii) The certificate of a **health practitioner**, as defined, may be accepted for a period not exceeding five consecutive working days.
- (iii) Where employees are required to be treated by a **health practitioner**, as defined, and the absence from duty exceeds five consecutive working days, a certificate signed by a doctor is required in addition to a certificate of absence signed by the relevant **health practitioner**.

- (iv) For the purposes of this subclause, a **health practitioner** means a registered chiropractor, registered dentist, registered optician, registered occupational therapist, registered physiotherapist, registered podiatrist, registered psychologist and registered speech pathologist.

5.3.3.4 Sickness During Currency of Long Service Leave

An employee who becomes sick while on long service leave and produces a satisfactory medical certificate covering the period of illness may apply to convert the period of illness to be paid sick leave provided that the employee concerned has sufficient sick leave credit available. Should approval be given for this transfer of debits, a period of long service leave equivalent to the period of approved sick leave may be taken at the end of the period of long service leave originally approved, or added to the employee's future long service leave entitlement.

Clause 5.4 Special Leave with Pay

OPDATE 21:02:2006 on and from

- 5.4.1 Special leave with pay not exceeding a total of three days in any service year may be granted in circumstances of pressing necessity.

"Pressing necessity" is defined as any circumstances where an employee is called upon personally to do some act either in performance of a duty or in the protection of a right or necessity which the employee cannot reasonably do outside of duty hours.

- 5.4.2 Special leave must be taken in whole days.

5.4.3 Bereavement Leave

5.4.3.1 Entitlement to Leave

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

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

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

For the purpose of this clause **spouse** includes a de facto spouse.

5.4.3.2 Unpaid Entitlement to Leave

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

5.4.3.3 Effect of Other Leave

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

5.4.4 Moving House

If leave is sought for the purpose of moving house, one day will be granted if:

- (i) the employer is satisfied that the proposed removal of the employee's furniture and household effects will be carried out as quickly as possible and the necessary consequences of the removal will require the employee's absence for the greater part of day and
- (ii) the actual removal takes place on a working day.

- 5.4.4.2 Where the spouse of an employee is also an employee of the State only one person is to be granted special leave with pay.
- 5.4.4.3 Special leave with pay is not to be granted at more frequent intervals than three (3) years.

Clause 5.5 Personal Leave to Care for a Family Member

OPDATE 21:02:2006 on and from

5.5.1 Definitions

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

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

- (a) a spouse;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

5.5.1.3 ***Personal leave*** means leave provided for in accordance with clause 5.3.

5.5.2 Paid personal leave to care for a family member

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

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support ofrwho 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.

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

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

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

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

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

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

5.5.3 Unpaid personal leave to care for a family member

- 5.5.3.1 Where an employee has exhausted all paid *personal leave* entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a *family* member who is ill or who requires care due to an unexpected emergency.
- 5.5.3.2 The employer and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.
- 5.5.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

5.5.4 Single day absences

Single day absences may be taken for *personal leave to care for a family member* as provided for in Clause 5.1.1.10 Time of Taking Annual Leave.

5.5.5 Casual employees caring responsibilities

- 5.5.5.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 5.5 and 5.4, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of a *family* member.
- 5.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 5.5.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
 - (b) up to 48 hours (or 2 days) per occasion.
- 5.5.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 5.5.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 5.5.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

Clause 5.6 Special Leave Without Pay

OPDATE 21:02:2006 on and from

- 5.6.1 The employer may grant leave without pay for all periods of absence in case of illness or injury (including workers compensation) and for periods not exceeding twelve (12) months at one time, or for broken periods of less than twelve months within an employee's service year in the cases of justifiable pressing necessity or personal pleasure.
- 5.6.2 All leave without pay must be applied for and recorded in working days.
- 5.6.3 Where an employee who is a contributor to the South Australian Superannuation Fund is contemplating making application for leave without pay which is likely to exceed six (6) months, the employee must provide details of the proposals to the Superannuation Board and receive the Superannuation Board's reply before submitting an application to the employer for consideration.

Clause 5.7 Trade Union Training Assistance/Leave

OPDATE 21:02:2006 on and from

5.7.1 The employer may authorise attendance by employees of the Government at Trade Union Training courses if the following conditions set out below are satisfied.

5.7.1.1 Employees Eligible

Employees eligible for nomination to attend courses are those persons who are members of a Trade Union.

5.7.1.2 Training Institutions

Approval is to be limited to attendances at Trade Union Training courses organised, run or approved by the following organisations:-

Trade Union Training Australia Inc.
 Australian Council for Union Training
 South Australian Council for Union Training
 Workers Educational Association of South Australia Incorporated

5.7.1.3 Nominations for Attendance

All nominations for attendances at courses must be made by a Trade Union of which the employee is a member.

5.7.1.4 Approval for Nominees

Approval is subject to:

- (i) A certificate of eligibility signed by the Secretary of the nominating Union or organisation, or a person nominated by the secretary.
- (ii) A proviso that the employee can be spared from Central Linen (in deciding approvals the work of Central Linen must be priority and the privilege may be withdrawn at any time if deemed necessary).

5.7.1.5 Extent of Support

Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two calendar years to be calculated from the date the employee is first granted leave to attend a trade union training course. All other costs related to attendance at a course will be the responsibility of the nominating union or organisation.

5.7.1.6 Extent of Support (Part Time Employees)

Time off with pay for part-time employees eligible to attend courses may be granted in accordance with the following table.

Hours Worked per week	Days that may be granted per two calendar years
15-20	3
21-25	4
26-30	6
31-35	8
36-40	10

5.7.1.7 Programmed Day Off

Where an employee is absent on trade union training on his/her programmed day off, such day will stand as the programmed day off.

PART 6 - ALLOWANCES, PENALTIES AND SHIFT PROVISIONS

OPDATE 18:12:97 1st pp on or after

Clause 6.1 Overtime

OPDATE 18:12:97 1st pp on or after

6.1.1 Requirement to Work Reasonable Overtime

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

6.1.2 Payment for Working Overtime

6.1.2.1 The rates of payment for all time worked in excess of or outside ordinary hours from Monday to Friday are time and a half for the first three hours and double time after that, with double time to continue until the completion of the overtime work.

6.1.2.2 All time worked by employees outside of ordinary hours on Saturday before noon will be paid for at the rate of time and a half for the first three hours and double time after that.

6.1.2.3 All time worked by employees outside of ordinary hours on Saturday afternoon or Sunday will be paid at the rate of double time.

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

6.1.2.5 Casual and part-time employees are not 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 4.1.1 of Clause 4.1, Hours of Work.

6.1.2.6 All authorised time worked by casual and part-time employees in excess of ordinary hours on any day will be paid at the rate of time and a half for the first 3 hours and double time after that. The Commission advises that examples of how these provisions are to be applied are contained in the Department for Industrial Affairs - Conditions of Employment Manual for Weekly Paid Employees.

6.1.2.7 The hourly rate, when computing overtime is to 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.

6.1.2.8 For the purpose of this Clause "ordinary hours" means the hours of work fixed in an establishment in accordance with the hours clause of this Award.

6.1.3 Rest Period After Overtime

6.1.3.1 When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.

6.1.3.2 An employee (other than a casual employee), who works so much overtime between the end of the employee's ordinary work on one day and the start of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times must, subject to this sub-clause, be released after finishing such overtime until the employee has had eight consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the eight hours off duty.

6.1.3.3 If, on the instructions of the employer, an employee resumes or continues work without having had eight consecutive hours off duty, the employee will be paid at double rates until released from duty for such period and the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty. As in 6.1.3.2, in this circumstance the employee concerned will not lose pay for ordinary working time occurring during the eight hours off duty.

6.1.4 Call Back

- 6.1.4.1 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rate for each time the employee is recalled. In this situation, except where unforeseen circumstances arise, the employee is not required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.
- 6.1.4.2 The provisions of 6.1.4.1 do 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.
- 6.1.4.3 Where an employee is called back for duty, the employee will be paid at the overtime rate from the time the employee leaves home until the employee returns home.
- 6.1.4.4 Overtime worked in this subclause must not be regarded as overtime for the purpose of subclause 6.1.3, Rest Period After Overtime, when the actual time worked is less than three hours on such recall or on each of such recalls.

6.1.5 Time Off In Lieu

Payment will be made for overtime worked as prescribed in subclause 6.1.2. However, where an employee requests equivalent time off in lieu of the overtime worked during the same pay period in which it is worked, the time off in lieu may be granted at a time agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

6.1.6 Meal Allowance

- 6.1.6.1 Any employee, who is required to work overtime at the end of such employee's day for more than 2 hours without being notified on the previous day or earlier of the requirement to work, will be provided with a meal free of cost at Central Linen. Alternatively, where a meal cannot be provided, the employee will be paid an amount as provided by the relevant Commissioner's Determination. However, provision of a free meal or the payment of meal money will not be applied to:
- (i) employees living in the same locality who can reasonably return home for meals
 - or
 - (ii) employees working overtime on Call Back as prescribed in subclause 6.1.4.
- 6.1.6.2 This subclause also applies to an employee who is required to be on duty to meet an emergency (not being during ordinary rostered hours) if the employee is required to continue work for more than 2 hours after 12 noon or more than 2 hours after 4.15 p.m. on any day.

Clause 6.2 Allowances

OPDATE 01:07:2019 1st pp on or after

6.2.1 Allowances for Handling Foul and Nauseous Linen

Employees handling foul and nauseous linen will be paid an allowance of 58 cents per hour for each hour worked on that activity.

6.2.2 First Aid Certificate

A certified first-aid attendant appointed by the employer to perform first-aid duties is to be paid an allowance as prescribed in the Department for Industrial Affairs Conditions of Employment Manual for Weekly Paid Employees (Volume 5).

Clause 6.3 Allowances Not Cumulative

OPDATE 18:12:97 1st pp on or after

Extra rates in this award except rates prescribed in Clause 6.1 "Allowances" are not cumulative so as to exceed the maximum of double the ordinary rates.

Clause 6.4 First Aid

OPDATE 01:07:2019 1st pp on or after

- 6.4.1 Where in the performance of an employee's duties the employee is required to hold a current First Aid Certificate or equivalent, the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours).
- 6.4.2 Subject to the exception set out in 6.4.5, where an employee undertakes a course under subclause 6.4.1, the employee is to be reimbursed, by the employer, the cost of acquiring the First Aid qualifications.
- 6.4.3 Where an employee who is a First Aid Officer agrees to renew the First Aid qualification, the employee will be given the opportunity to undertake the retraining during ordinary working hours (where such course is available during ordinary working hours).
- 6.4.4 As in subclause 6.4.2, where an employee undertakes the retraining prescribed in subclause 6.4.3, the employee is to be reimbursed, by the employer, the cost of the retraining.
- 6.4.5 Where in the performance of an employee's duties the employee is required to hold a current First Aid Certificate or equivalent, and such qualification(s) had already been obtained by the employee prior to the requirement of the holding of such qualification(s) arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- 6.4.6 First Aid Officers will be paid a First Aid Allowance of \$15.80 per week on the condition that they are required to be able to perform the duties of a First Aid Officer on at least 3 days of each week. Employees required to be able to perform the duties of a First Aid Officer for less than 3 days will be paid an allowance calculated at the rate of 43 cents per hour for each hour or part of an hour.
- 6.4.7 Where employees, working an average of 38 hours per week, is paid an allowance of \$15.80 per week in accordance with sub-clause 6.4.6, such payment will not be affected by the taking of a programmed day off.

Clause 6.5 On-Call and Recall to Duty

OPDATE 01:07:2019 1st pp on or after

- 6.5.1 An employee who is rostered to be on call at night time is to be paid an additional \$12.20 for each night so rostered.
- 6.5.2 An employee rostered to be on call during a Saturday is to be paid an additional \$27.00.
- 6.5.3 An employee rostered to be on call for a Sunday, Public Holiday, programmed day off or any other day that the employee would normally be rostered off duty is to be paid \$27.00 for each such day.
- 6.5.4 Where an employee is called out while on on-call the employee will be paid a minimum of three hours overtime at the appropriate rate.
- 6.5.5 Where an employee is called out in accordance with this clause the overtime is to be paid from the time the employee leaves home until the employee returns home.

Clause 6.6 Motor Vehicle Reimbursement Rates

OPDATE 01:07:2019 1st pp on or after

- 6.6.1 No employee is required, under any circumstances whatsoever, to use a private vehicle for official purposes if the employee does not wish to do so.

- 6.6.2 Reimbursement for the use of a private motor vehicle for purposes related to an employee's employment must only occur where approval has been given by the employer prior to the actual use of the private motor vehicle by the employee.
- 6.6.3 Where approval for the use of a private vehicle has been given by the employer the following reimbursements rates apply:
- 6.6.3.1 For motor cars, station wagons and utilities (petrol, diesel or LPG) – 98 cents
- (i) Vehicles with an engine of 4 cylinders or less - 50 cents per kilometre.
 - (ii) Vehicles with an engine of more than 4 cylinders or with a rotary engine - 60 cents per kilometre.
- 6.6.3.2 For motorcycles/scooters:
39 cents per kilometre
- 6.6.3.3 When used with Trailers:
98 cents per kilometre for each kilometre a departmental trailer is towed with the employee's private vehicle.
- 6.6.4 Home to Office Reimbursement
- 6.6.4.1 Where it is necessary for an employee to take the vehicle to the employee's headquarters for use on that day, the employer will authorise payment in accordance with sub-clauses 6.6.3 as appropriate for the distance of the journey from home to headquarters by the shortest practical route. Such payment must be restricted to a one way trip, not a return journey. The maximum distance for a one way trip for which an allowance is to be paid must not exceed 32 kilometres per day, even if the distance between the employee's home and headquarters is more than 32 kilometres.
- 6.6.4.2 Where it is necessary for an employee to perform call-back duties, the employer will authorise payment in accordance with sub clauses 6.6.3.1, 6.6.3.2 and/or 6.6.3.3, as appropriate, for the actual return distance travelled between the employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This provision applies where an employee is required to return to perform essential duties and not in those circumstances where an employee has voluntarily agreed to attend to perform non-essential or optional duties.
- 6.6.5 Transfer of Headquarters
- Where an employee changes permanent headquarters the employer will authorise payment for the transfer of the vehicle(s) at the appropriate rate prescribed hereunder for the distance travelled by the employee from the old headquarters to the new headquarters.
- (i) For motorcars, station wagons and utilities (petrol, diesel or LPG) - 31 cents per kilometre
 - (ii) For motorcycles/scooters – 12 cents per kilometre.
- 6.6.6 Combination of Official and Private Use
- 6.6.6.1 The employer may grant approval to an employee who applies to use a private motor vehicle for a combination of official and private purposes in circumstances where such use is mutually convenient to the Agency and the employee.
- 6.6.6.2 Reimbursement for the distance travelled will be at the appropriate rate as prescribed in sub-clause 6.6.5.

Clause 6.7 Travelling Expenses Reimbursement

OPDATE 19:12:2019 1st pp on or after

6.7.1 An employee who is required to undertake authorised travel for the purposes of his or her employment is entitled to the following daily reimbursements:-

6.7.1.1 Travel within South Australia

(i) For meals and incidentals:

Breakfast up to	\$19.35
Lunch up to	\$19.35
Dinner up to	\$39.90
Incidentals up to	\$8.05

(ii) For accommodation

- (a) Outside Metropolitan Adelaide - up to \$134.00
- (b) Within Metropolitan Adelaide - \$157.00

N.B. 'Metropolitan Adelaide' is defined in the Development Plan established under the Planning Act, 1982.

(iii) Where not absent from headquarters overnight:

Breakfast up to	\$16.75
Dinner up to	\$23.85

6.7.1.2 Interstate Travel

(i) For capital cities and Alice Springs - meals and incidentals:

Breakfast up to	\$25.35
Lunch up to	\$25.35
Dinner up to	\$46.20
Incidentals up to	\$13.45

(ii) For capital cities and Alice Springs - Accommodation:

Alice Springs up to	\$150.00
Brisbane up to	\$218.00
Canberra up to	\$180.00
Darwin up to	\$220.00
Hobart up to	\$147.00
Melbourne up to	\$177.00
Perth up to	\$180.00
Sydney up to	\$195.00

6.7.1.3 Other Places

The rates authorised in 6.7.1.1(i) and (ii) except that in respect of incidentals which will be up to \$13.45.

6.7.1.4 Actual Expenditure

- (i) Reimbursement is to be made only for expenditure actually and necessarily incurred when travelling in connection with official duties.
- (ii) Employees are required to provide receipts for all accommodation and reimbursement will be made only for the amount(s) actually incurred at bona fide Hotels, Motels or Boarding Houses.

- (iii) Where expenditure exceeds the rates set out in 6.7.1.1, 6.7.1.2 and 6.7.1.3 and a claim(s) for excess expenditure is submitted to the employer an interim payment will be made by the employer of an amount calculated in accordance with 6.7.1.1, 6.7.1.2 and 6.7.1.3 pending a decision by the employer on the total claims(s).

6.7.1.5 Time of Travel

Reimbursement is not to be made for meals unless the employee travels beyond 32 Kilometre radius from headquarters and that with respect to:-

- (i) Breakfast the employee necessarily departed from headquarters earlier than 7.00 am. or was necessarily absent from headquarters later than 9.00 am.
- (ii) Lunch - the employee necessarily departed from headquarters earlier than 12.00 noon or was necessarily absent from headquarters later than 2.00 p.m.
- (iii) Dinner - the employee necessarily departed from headquarters earlier than 6.00 p.m. or was necessarily absent from headquarters later than 6.30 p.m.

6.7.1.6 Single Day Absences

Reimbursement is not to be made for luncheon for single day absences within South Australia.

6.7.1.7 Accommodation or Meals Provided by the Government

- (i) If employees are accommodated in quarters, cubicles, or other Government owned premises, the reimbursement of expenses will be the amount (if any) charged to the employees for such facilities.
- (ii) Employees who are accommodated in the above mentioned facilities will, in addition to any reimbursement of actual charges under (i) above, be paid the following allowances where appropriate:-
- (a) Where employees are required to provide their own food, an allowance of \$34.75 per day.
- (b) Where employees are required to use their own bedding, tea towels and eating utensils, an allowance of \$4.50 per day.
- (c) Where employees are required to use any other items not included in (b), an allowance of \$6.20 per day.
- (d) Incidental expenditure of up to the appropriate daily rate specified in (b) may be claimed only for completed days absent from either the workshop or headquarters, and parts of a day shall be disregarded for this item.

Clause 6.8 Whyalla Cost of Living Allowance

OPDATE 18:12:97 1st pp on or after

An employee whose headquarters is determined as Whyalla or a suburb of Whyalla or at Iron Knob or Iron Baron will be paid the following allowance:

Class of Person	\$ per annum
Adults	26
Juniors	13

PART 7 - UNION PROTECTION AND CONSULTATION

OPDATE 18:12:97 1st pp on or after

Clause 7.1 Consultative Mechanism

OPDATE 18:12:97 1st pp on or after

The parties will establish and maintain a consultative mechanism and procedures appropriate to the size, structure and needs of Central Linen to consider matters affecting the efficiency and productivity of employees covered by this award.

Clause 7.2 Grievance and Dispute Settling Procedure

OPDATE 18:12:97 1st pp on or after

- 7.2.1 Any grievance, industrial dispute or matter likely to create a dispute is to be dealt with in the manner set out in this clause.
- 7.2.2 The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.
- 7.2.3 Unions and the Agency are to notify each other in writing the names of their duly accredited representatives who will be responsible, in the first instance, for matters arising on the job. These Union accredited job representatives will be the only person(s) entitled to make representations on behalf of members of the Union employed by the Agency and the accredited agency representatives will be responsible for dealing with matters raised by the Union job representatives.
- 7.2.4 The accredited representatives must make themselves available for consultation as required under the procedures.
- 7.2.5 An accredited Union representative must 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.
- 7.2.6 If the matter is not resolved at this level the Union representative must ask for it to be referred to the agency representative nominated under 7.2.3, who will arrange a conference to discuss the matter.
- 7.2.7 The consultation process as prescribed in sub-clause 7.2.6 is to 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.
- 7.2.8 If the matter is not resolved at the conference convened under sub-clause 7.2.7, the Union representative is to advise the appropriate official of the Union of the matter in issue and a conference on the matter will be arranged. This conference is to be attended by the official or officials and the Union job representative and concerned as the Union may decide, and by the designated agency representative and such other representatives, which may include the Human Resource Management Division, of the Department of the Premier and Cabinet, as the Agency may decide.
- 7.2.9 If a matter cannot be resolved when the procedures referred to above have been availed of, the Department 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 Human Resource Management Division, of the Department of the Premier and Cabinet should be involved.
- 7.2.10 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.
- 7.2.11 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the Industrial Relations Commission of South Australia.
- 7.2.12 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work is to continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis means the work situation in place at the time the matter was first raised in accordance with these procedures.
- 7.2.13 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.

- 7.2.14 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.
- 7.2.15 These procedures do not restrict the Agency or its representatives or a duly authorised official of the Union making representations to each other.

Clause 7.3 Union Delegate

OPDATE 18:12:97 1st pp on or after

An employee appointed union delegate in the section or Agency in which the employee is employed will upon notification of this to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited union delegate is to be allowed after mutual agreement reasonable time during working hours to interview the employer or the employer's representative on matters affecting employees whom the accredited delegate represents.

PART 8 - MISCELLANEOUS

OPDATE 18:12:97 1st pp on or after

Clause 8.1 Additional Conditions

OPDATE 18:12:97 1st pp on or after

For the information of persons affected by this Award, the Commission advises that various terms and conditions of employment not specifically dealt with in this Award can be found in the Department for Industrial Affairs' Conditions of Employment Manual for Weekly Paid Employees.

Clause 8.2 Introduction of Change

OPDATE 18:12:97 1st pp on or after

8.2.1 Notification of Intended Changes

8.2.1.1 Where the employer has made a definite 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/s.

8.2.1.2 "Significant Effects" include 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 the employees to other work or locations and the restructuring of jobs. An exception to this arises where the Award makes provision for alteration of any other matters referred to herein. In such case, an alteration will be deemed not to have significant effect.

8.2.2 Consultation with Employees and their Union or Unions

8.2.2.1 Amongst other things the employer is to discuss with the employees affected and relevant Union(s), the introduction of the changes referred to in 8.2.1.1, the effects the changes are likely to have on employees and measures to avert or reduce the adverse effects of such changes on employees. In addition, the employer must give prompt consideration to matters raised by the employees and/or the relevant Union(s) concerning the changes.

8.2.2.2 The discussions are to commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 8.2.1.1.

8.2.2.3 For the purposes of such discussion, the employer will provide, in writing to the employees concerned and the relevant Union(s), all relevant information about the changes including their nature, their expected effects of the changes on the employees and any other matters likely to affect employees except that no employer will be required to disclose confidential information, disclosure of which when looked at objectively, would be against the employers interests.

Clause 8.3 Education Assistance & Study Leave

OPDATE 18:12:97 1st pp on or after

8.3.1 Applications

Where an employee desires to improve qualifications for the performance of the duties of the employee's present or future position by undertaking a course of study, part-time and for this purpose seeks:-

- (i) Time off during normal working hours necessary for attendance at lectures, or practical work or examinations; AND/OR
- (ii) Reimbursement of fees (where incurred),

the employee must apply to the employer to be eligible as a student for study assistance in accordance with the conditions laid down.

8.3.2 Approved Courses

Courses of study which the Commissioner for Public Employment accepts for the purpose of this Clause include those set out in 8.3.5.

8.3.3 Time Off

The employer will authorise time off for an employee who is approved (as a student eligible) in accordance with the following conditions:-

- (i) Time off WITH PAY up to 5 hours per week, plus necessary travelling time. The full time required for essential examinations may be granted without limit.
- (ii) When the syllabus requires additional attendance within the study program approved for an employee, apart from the grant of time off with pay, the employer may grant time off WITHOUT PAY. However, an employee may elect to MAKE UP this additional time for lectures up to a maximum of three (3) hours per week as an alternative to time off without pay.

8.3.4 Reimbursement of Fees

The employer will authorise reimbursement of fees to an employee approved (as a student eligible) in accordance with the following conditions:-

- (i) Reimbursement is to be limited to Lecture or Tuition Fees and Examination Fees only.
- (ii) Reimbursement will be authorised for any approved subject or subjects passed for which the approved eligible student was enrolled during the relevant academic year.
- (iii) Where an employee holds a Commonwealth Scholarship or other award which already provides for payment of fees in whole or part, reimbursement is to be limited to that amount not covered by such award.
- (iv) Documentary evidence of those subjects of an approved course passed during the year must be produced (supplementary exams will be deemed to have been held in the main year).
- (v) Amounts claimed must be supported by receipts.
- (vi) An employee newly employed will be eligible for refund of only that portion of the fees paid relating to the period in which the employee has been in the employ of the Government.
- (vii) To qualify for reimbursement a person must be an employee of the Government at the time the examination results are published.

8.3.5 General Approved Courses

STUDY COURSE LEVEL COURSE INSTITUTION

Dept. of Technical & Further Education	Post Trade Certificate	Automotive Elect Automotive Mech. Building Electrical Fitters Electrical Mechanic Electronics Furnishing Trades Mechanical Metal Fabrication Painting, Decorating and Sign writing Plumbing Refrigeration
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		Mechanics Sheetmetal Work Tool Room Production Tractor Mechanics
Dept. of Technical & Further Education	Certificate	Safety Child Care Study
SA Institute of Technology and/or Dept. of Technical and Further Education	Technical Certificate	Automotive Building Civil Electrical Electronic Mechanical Production Science Survey

Clause 8.4 Licences to Drive Motor Vehicles

OPDATE 18:12:97 1st pp on or after

- 8.4.1 Where an employee, in order to carry out the employee's duties, is required to drive a vehicle owned by the employer and the employee is solely engaged as a driver or is substantially engaged in driving duties, (ie. for more than 50% of working time, the employee is required to use a vehicle in the performance of the employee's duties and is responsible, during that time, for the care of that vehicle), the cost of the licence to drive such vehicle will be reimbursed.
- 8.4.2 Should an employee be required to upgrade the classification of the employee's drivers licence for employment purposes, any additional costs incurred are to be reimbursed.
- 8.4.3 Employees who hold drivers licences in order to drive their own vehicles are not to be reimbursed if occasionally, or on an irregular basis they drive vehicles owned by the employer.

Clause 8.5 Personal Files

OPDATE 18:12:97 1st pp on or after

Departments who maintain personal files for weekly paid employees will have regard to the following:-

(i) Relevance

It is the responsibility of the employer to ensure that only relevant information is maintained as well as protecting the privacy of those in relation to whom records are held. Contents of files are to be reviewed and where necessary, culled, to ensure that only relevant documentation is maintained. Documentation culled in this way must be destroyed.

(ii) Performance Reports

Performance reports relating to work ability and conduct which have been seen by the employee concerned, will be maintained in the employee's personal file only for as long as they are relevant to current employment. As a rule this type of information will become outdated after two (2) years.

(iii) Access

Personal files are confidential and must be kept in a secure place where access to them can only be obtained through the person in charge of such files. The only persons who are permitted to have access to a file are those who are required in the course of their duties to refer to a specific file. An individual employee should be permitted, on request, to inspect the contents of the employee's own personal file. Under no circumstances, other than strictly in the line of duty, must individual employees be allowed to refer to the personal file of another employee.

Clause 8.6 Payment of Private Telephone Rental and Official Calls

OPDATE 18:12:97 1st pp on or after

8.6.1 Reimbursement for an employee's private telephone rental and calls charges incurred for official calls must be reimbursed according to the following criteria:-

- (i) When employees are directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant equipment.
- (ii) When employees need to be available either for public contact or to support departmental operations outside of normal working hours.

8.6.2 Reimbursement for telephone rental is to be limited to the basic service and equipment charges, unless other circumstance related to the employer's arrangements exist that require employees to have extra connections or equipment.

Clause 8.7 Anti-Discrimination

OPDATE 18:12:97 1st pp on or after

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

8.7.2 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.

8.7.3 Nothing in this clause is to be taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- (ii) the payment of different wages for employees who have not reached a particular age until considered and determined further by the Industrial Relations Commission of South Australia;
- (iii) an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

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

- (i) a matter referred to in 8.8.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.
- (ii) a matter referred to in 8.8.1 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.

CENTRAL LINEN EMPLOYEES AWARD

Schedule 1. Rates of Pay

OPDATE 01:07:2019 1st pp on or after

This Schedule shall operate from the first pay periods commencing on or after 1 July 2019.

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

CENTRAL LINEN EMPLOYEES LEVEL 1

	Per week	Per week	Per week
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TRAINING LEVEL

Paid Rate	\$798.80		
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CENTRAL LINEN EMPLOYEES LEVEL 2

Paid Rate	\$819.40	\$840.40	\$861.00
	1 st increment	2 nd increment	3 rd increment

CENTRAL LINEN EMPLOYEES LEVEL 3

Paid Rate	\$871.20	\$884.30	
	1 st increment	2 nd increment	

CENTRAL LINEN EMPLOYEES LEVEL 4

Paid Rate	\$894.30	\$905.10	
	1 st increment	2 nd increment	

CENTRAL LINEN EMPLOYEES LEVEL 5

Paid Rate	\$917.90	\$928.50	
	1 st increment	2 nd increment	

- (ii) Safety Net Adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2019 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 *2019 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.

(iii) 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 *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. 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.

CENTRAL LINEN EMPLOYEES AWARD

Schedule 2. Activity Schedules

OPDATE 18:12:97 1st pp on or after

This Schedule will operate on and from 3rd July 1992

ACTIVITY SCHEDULE: PRODUCTION

PRODUCTION - LEVEL 2

Typical tasks at this level include:-

- * access own work
- * separate and sort, linen from moving conveyor belt into assigned bins/by linen type
- * unload linen
- * hang and/or select identified bags
- * sort and/or check as appropriate linen by predetermined priorities/lists
- * clear build-ups/jams/minor malfunctions
- * cleanliness of work area
- * prepare linen prior to processing
- * sort, where appropriate, linen prior to processing
- * sort clean linen by classifying, inspecting and folding garments to predetermined levels
- * process linen to predetermined standards
- * identify and record number of items processed by type, file as appropriate
- * assess work (to pre determined standards) for suitability of processing
- * prepare linen as necessary for finishing processes
- * identify stain, rewash and mend items and accept or reject products
- * prepare and pack processed linen into orders in accordance with established techniques/work charts/onto trolleys
- * fold, stack and pack dry/ironed linen onto trolleys in storage
- * feed linen into ironing/folding machines
- * load, set time, monitor and unload machines as appropriate
- * spot treat stains as required
- * monitor and change cords to bag system
- * fold items in accordance with established techniques
- * check quantities against predetermined lists
- * turn garments right way out
- * count against lists provided
- * minor maintenance as required eg. clean filter
- * hang and finish to accepted techniques
- * mark-off products packed against pre set schedules
- * operate weigh scales
- * record transaction, electronically or manually
- * maintain required output levels
- * inspect and fold linen in accordance with work charts and established techniques
- * lint removal
- * operate a forklift
- * recognise linen for correct garment preparation
- * rotate stock in accordance with established procedures
- * manually load drier as required
- * operate heat patch machine.

PRODUCTION - LEVEL 3

Typical tasks at this level include:-

- * control, operate and monitor washing and drier systems
- * identify and rectify problems with wash and drier processes
- * monitor progress of linen through machines
- * categorise "special" linen items in preparation for washing

- * implement special wash processes including classification of loads and manually dose chemicals to predetermined formula
- * operate pressing machines
- * prepare for pressing to accepted techniques
- * identify and tag linen for dry cleaning
- * client contact
- * match dockets with linen items for "special" and "personal" linen
- * maintain appropriate records
- * maintain linen stock and fill orders to predetermined imprest levels
- * monitor and control water and chemicals incoming and outgoing from laundry
- * monitor and adjust to predetermined schedules softening and filtration processes
- * ensure incoming and outgoing water is of an acceptable level
- * monitor and test chemical flow rates and maintain levels to machines
- * order and maintain stocks of chemicals
- * maintain records as appropriate
- * monitor inflow of linen and movement system
- * ensure and adjust feed queues priorities
- * identify system malfunctions, correct and restart
- * liaise with maintenance personnel re breakdowns
- * liaise with appropriate area supervisors re progress of linen and take corrective action as advised
- * maintain and collate records as appropriate
- * ensure security of work area

PRODUCTION - LEVEL 4

Typical tasks at this level include:-

- * client liaison
- * liaise with and between functional work areas of the laundry
- * provide information to and via work allocation assist in the budgeting process

ACTIVITY SCHEDULE: SUPPORT SERVICES

SUPPORT SERVICES - LEVEL 2

Typical tasks at this level include:-

- * all cleaning inside and outside
- * mopping, sweeping, dusting, polishing, waxing, washing and the use of associated machines,
- * shampooing carpets, vacuuming carpets
- * high cleaning, wall washing, curtain cleaning
- * cleaning of toilets
- * moving furniture and objects
- * rubbish collection, removal and disposal
- * assist in loading, unloading and transport of linen, stores and materials
- * delivery, collection, cleaning, maintenance and storage of furniture, linen, materials and stores and the maintenance of associated records
- * minor maintenance both inside and outside
- * cleaning of drains, traps and gutters
- * clean kitchen areas and associated utensils
- * locking and unlocking of doors
- * preparation of sandwiches
- * open can foods
- * operate pie warmer/microwave/dishwasher
- * tea and coffee making, serve beverages
- * store and rotate incoming food
- * load and unload goods
- * stock and clean vending machines
- * clean servery
- * wash utensils and equipment, kitchen floors and dishes

- * clean and tidy canteen, spot cleaning, empty bins
- * arrange and where required, set up tables and chairs
- * food preparation and serving in deli/canteen
- * receipt of money
- * order cleaning requisites and food supplies
- * marking of linen
- * minor repairs by hand or machine
- * access linen as required
- * count and record quantities as required
- * repair of damaged clothing
- * repair and/or manufacture, by hand or machine, all linen products
- * minor maintenance (threading, needle changes, cleaning, tension adjustment) of machinery
- * operate a variety of machines, including but not limited to flat, overlock and safety switch machines and button sewer

SUPPORT SERVICES - LEVEL 3

Typical tasks at this level include:-

- * assess rejected linen for repairs or condemn in accordance with established techniques
- * major repair and/or manufacture by hand or machine
- * interpret patterns
- * work from patterns to repair and manufacture
- * advanced sewing

SUPPORT SERVICES - LEVEL 4

Typical tasks at this level include:-

- * client liaison
- * liaise with and between functional work areas of the laundry
- * provide information to and via work allocation assist in the budgeting process

ACTIVITY SCHEDULE: DISTRIBUTION/TRANSPORT SERVICES

DISTRIBUTION/TRANSPORT SERVICES - LEVEL 3

Typical tasks at this level include:-

- * driving a motor freight vehicle having a makers capacity over 1.2 tonnes but under 6 tonnes
- * minor maintenance and cleaning of vehicles
- * packing, loading, delivery and unloading of linen requirements
- * appropriate clerical duties
- * maintaining cleanliness of worksite

(Lower level tasks are reflected as an example of duties)

DISTRIBUTION/TRANSPORT SERVICES - LEVEL 4

Typical tasks at this level include:-

- * driving a motor freight vehicle having a makers capacity of 6 tonnes and over
- * minor maintenance and cleaning of vehicles
- * packing, loading, unloading and delivery of linen requirements
- * appropriate clerical duties
- * maintaining cleanliness of worksite
- * training and instructing employees in the safe and efficient operation of vehicles prescribed in level 3

(Lower level tasks are reflected as an example of duties)

DISTRIBUTION/TRANSPORT SERVICES - LEVEL 5

Typical tasks at this level include:-

- * client liaison
- * liaise with and between functional work areas of the laundry
- * training and instructing employees in the safe and efficient operation of vehicles prescribed in levels 3 and 4
- * pack linen requirements to customer order and be responsible for excess linen and standard of linen
- * maintain client records and approved products
- * provide a high standard of customer service delivery
- * placement of linen to customer requirements
- * record and adjust imprest levels as required
- * client problem solving
- * client liaison including supply of new/additional products
- * deal with new clients in relation to establishing linen requirements and associated matters
- * assist in the training of other employees

(Lower level tasks are reflected as an example of duties)

APPLICATIONS FILED

<i>Case No.</i>	<i>Description</i>
04091/2001	AWARD VARIATION Award varied. Cl. 6.2 Allowances, Cl. 6.4 First Aid, Cl. 6.5 On-call and Re-call to Duty, Sch. 1 Rates of Pay re SWC 2001. Oupdate ppc 15/07/2001.
04340/2002	AWARD VARIATION Award varied. Cl. 6.2 Allowances, Cl. 6.4 First Aid, Cl. 6.5 On-call and Re-call to Duty, Sch. 1 Rates of Pay re SWC 2002. Oupdate ppc 15/07/2002.
03516/2003	AWARD VARIATION Award varied. Cl. 6.2 Allowances, Cl. 6.4 First Aid, Cl. 6.5 On-call & Re-call to Duty, Sch. 1 Rates of Pay re SWC 2003. Oupdate ppc 15/07/2003.
04281/2004	AWARD VARIATION Award varied. Cl. 6.2.1 Allowances for Handling Foul Linen, Cl. 6.4 First Aid, Cl. 6.5 On-Call & Recall to Duty, Sch. 1 Rates of Pay re SWC 2004. Oupdate ppc 15/07/2004.
02322/2005	AWARD VARIATION Award varied. Cl. 6.2.1 Allowances for Handling Foul Linen, Cl. 6.4 First Aid, Cl. 6.5 On-Call & Recall to Duty, Sch. 1 Rates of Pay re SWC 2005. Oupdate ppc 15/07/2005.
03514/2005	AWARD VARIATION Award NOT varied - appln withdrawn re severance pay.
00680/2006	AWARD VARIATION Award varied. New Cl. 4.7 Continuous Service, Cl. 5.1 Annual Leave, Cl. 5.2 Parental Leave, Cl. 5.3 Personal Leave - Injury and Sickness, Cl. 5.4.3 Bereavement Leave, renumber Cl. 5.5 Special Leave Without Pay as Cl. 5.6, renumber Cl. 5.6 Trade Union Training Assistance/Leave as Cl. 5.7, New Cl. 5.5 Personal Leave to Care for a Family Member. Oupdate 21/02/2006.
00740/2006	AWARD VARIATION Award varied. Cl. 1.3 Scope and Persons Bound re "DAIS", Cl. 3.1 Contract of Employment re casual conversion. Oupdate ppc 03/03/2006.
00946/2006	AWARD VARIATION Award varied. Cl. 6.6 Motor Vehicle Reimbursement Rates, Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2005.
04380/2006	AWARD VARIATION Award varied. Cl. 6.2 Allowances; Cl. 6.4 First Aid; Cl. 6.5 On-Call and Recall to Duty; Cl. 6.6 Motor Vehicle Reimbursement Rates; Sch. 1 Rates of Pay re General Application to Review Wages 2006. Oupdate ppc 15/07/2006.
04671/2007	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2007. Oupdates ppc 15/07/2007 & 01/10/2007.
05967/2008	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2008. Oupdate ppc 01/10/2008.
00673/2009	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2008.

<i>Case No.</i>	<i>Description</i>
05707/2009	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2009. Oupdate ppc 01/10/2009.
00317/2010	AWARD VARIATION Award varied. Cl. 6.7 Travelling, Expenses Reimbursement, Cl. 5.3 Personal Leave - Injury and Sickness re expense related allowances and sick leave during long service leave. Oupdate ppc 23/12/2009.
04647/2010	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2010. Oupdate ppc 01/10/2010.
00288/2011	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2010.
04189/2011	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2011. Oupdate ppc 01/10/2011.
05875/2011	AWARD VARIATION Award varied. Cl. 3.1.3 Casual Employment re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
00124/2012	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2011.
02680/2012	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2012. Oupdate ppc 01/07/2012.
00360/2013	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2012.
03104/2013	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2013. Oupdate ppc 01/07/2013.
00720/2014	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2013.
04392/2014	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2014. Oupdate ppc 01/07/2014.
00830/2015	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2014.
06378/2015	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2015. Oupdate ppc 01/07/2015.
09346/2015	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2015.
03238/2016	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2016. Oupdate ppc 01/07/2016.

<i>Case No.</i>	<i>Description</i>
7044/2016	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate 22/12/2016.
3385/2017	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2017. Oupdate ppc 01/07/2017.
1070/2018	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2017.
4312/2018	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2018. Oupdate ppc 01/07/2018.
1970/2019	AWARD VARIATION Award varied. Cl. 6.7 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl 6.2 Allowances, Cl 6.4 First Aid, Cl 6.5 On-Call & Recall to Duty, Cl 6.6 Motor Vehicle Reimbursement Rates, Sch. 1 Rates of Pay re SWC 2019. Oupdate ppc 01/07/2019.
ET-20-00637	AWARD VARIATION Award varied. Cl 6.7 Travelling, Expenses Reimbursement. Oupdate ppc 19/12/2019.