



S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM 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 01:09:97 on and from

Clause 1.1 Title

OPDATE 01:09:97 on and from

This Award is to be known as the "S.A. Public Sector Salaried Employees Interim Award".

Clause 1.2 Arrangement

OPDATE 15:03:2018 on and from

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### **Clause 1.3 Scope, Persons Bound and Locality**

OPDATE 01:10:2019 on and from

1.3.1 This Award is binding on the Public Service Association of South Australia Incorporated, the Chief Executive, Department of Treasury and Finance, the agency Health and Wellbeing, Department for (including incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*) and those Statutory Authorities listed in Schedule 1 of this Award and all persons who are employed by the Chief Executive, Department of Treasury and Finance, the agency Health and Wellbeing, Department for (including incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*) and those Statutory Authorities listed in Schedule 1 of this Award, who are employed in one of the classifications of Administrative, Professional, Operational or Technical Services and whose occupational category is listed in Schedule 2 of this Award, whether as employers or employees and whether a member of an Association or not.

1.3.2 Employees who are engaged in writing and/or preparing matter for publication in newspapers, magazines, books or pamphlets and/or broadcasting or who perform similar work (but excluding Ministerial Press Secretaries, the Media Entertainment and Arts Alliance (South Australian Branch)) are also bound by the provisions of this Award.

1.3.3 This Award applies throughout the State of South Australia.

### **Clause 1.4 Commencement Date of Award and Duration**

OPDATE 01:09:97 on and from

1.4.1 This Award came into operation on 18th June 1994 and continues in force until amended, rescinded or replaced.

**Clause 1.5 Definitions**

OPDATE 01:10:2019 on and from

1.5.1 “Administrative Services Stream” - means a classification structure for employees performing clerical, administrative and related tasks. The type and nature of the work and the definitions of each level of work are as described in this Award.

1.5.2 “Agency” - means a Government administrative unit or a State Instrumentality as constituted under the *Public Sector Act 2009*, and the agency Health and Wellbeing, Department for (including incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*).

1.5.3 “Association” - means the Public Service Association of South Australia Incorporated and the Media Entertainment and Arts Alliance (South Australian Branch).

1.5.4 “Chief Executive Officer” - means a person appointed to, or assigned to act in, the position of Chief Executive Officer of an agency and shall include their delegate(s).

1.5.5 “Commissioner” - means the Commissioner for Public Sector Employment as constituted under the *Public Sector Act 2009*.

1.5.6 “Country Fire Service” - means the Country Fire Service as constituted under the *Fire and Emergency Services Act 2005*.

1.5.7 “Dairy Authority of South Australia” - means the Dairy Authority of South Australia as constituted under the *Primary Produce (Food Safety Schemes) Act 2004*.

1.5.8 “History Trust of SA” - means the History Trust of South Australia as constituted under the *History Trust of South Australia Act 1981*.

1.5.9 “Hourly Rate”. Except where otherwise stated, where it is necessary for any purpose of this award to determine an hourly rate of pay, the following formula is to be used: Annual Salary to be multiplied by 6 and divided by 313, that answer to be divided by 37.5 or 38 as the case may be.

1.5.10 “Lotteries Commission of South Australia” - means the Lotteries Commission of South Australia as constituted under the *State Lotteries Act 1966*.

1.5.11 “Operational Services Stream” - means a classification structure which provides for a variety of agency functions including construction/maintenance operations, field-based services or inspections/investigations incorporating the regulatory requirements of legislation, involvement in health, human service and custodial care programs, assistance to professional staff undertaking projects and related activities and support to the general operating requirements of State Government institutions and facilities. The work requires the application of practical-based skills and knowledge gained through the acquisition of post secondary qualifications and/or on-the-job training and experience.

1.5.12 “Professional Services Stream” - means a classification structure in which work consists of research, development, review and extension of established principles of a recognised professional discipline, the application of skills, knowledge and professional judgement to a variety of situations. The nature of the work demands professional knowledge at the outset and the development of discipline expertise gained through experience on the job. Increased levels of expertise and specialisation of professional disciplines is gained during the progress of Professional career pathways.

1.5.13 “Senior Secondary Assessment Board of South Australia” - means the Senior Secondary Assessment Board of South Australia as constituted under the *Senior Secondary Assessment Board of South Australia Act 1983*.

1.5.14 “South Australian Metropolitan Fire Service” - means the South Australian Metropolitan Fire Service as constituted under the *Fire and Emergency Services Act 2005*.

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

1.5.16 “Technical Services Stream” - means a classification structure that consists of positions which provide direct assistance to, but on occasions operate in isolation from, employees classified within the Professional Services Stream. In a general sense, such positions undertake or participate in technical project work which requires a level of applied knowledge above that which can be generally gained by experience. The type and nature of the work and the definitions of each level of work are as described in this award.

1.5.17 “West Beach Trust” - means the West Beach Trust as constituted under the *West Beach Recreation Reserve Act 1987*.

**PART 2 - AWARD FLEXIBILITY**

OPDATE 01:09:97 on and from

**Clause 2.1 Enterprise Flexibility**

OPDATE 01:10:2019 on and from

2.1.1 In this clause a “relevant Association” means an organisation of employees that:

2.1.1.1 is party to this award; and

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

2.1.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each relevant Association is entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures are to be appropriate to the size, structure and needs of the enterprise or workplace.

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

2.1.5 Where an agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Award, as it applies at the enterprise or workplace, to be varied, an application to vary is to be made to the South Australian Employment Tribunal. The agreement must be made available in writing, to all employees at the enterprise or workplace and to the relevant associations party to this Award.

2.1.6 When this Award is varied to give effect to the agreement the variation will become a schedule to this Award and the variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements to enable the South Australian Employment Tribunal to vary this Award to give effect to it:

- (i) that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
- (ii) that the majority of employees covered by the agreement genuinely agree to it;
- (iii) that the Award variation necessitated by the agreement meets the requirements of Section 79 of the *Fair Work Act 1994* (the Act).

**PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

OPDATE 01:09:97 on and from

**Clause 3.1 Dispute Avoidance/Settlement Procedures**

OPDATE 01:10:2019 on and from

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

- 3.1.1 The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.
- 3.1.2 Associations and the Agency should notify to each other in writing the names of their duly accredited representatives who would be responsible, in the first instance, for matters arising on the job. The job representative(s) of the Association thus accredited will be the only person(s) entitled to make representations on behalf of members of the Association employed by the Agency and the Agency representatives thus accredited will be responsible for detailing with matters raised by the Association job representatives.
- 3.1.3 The accredited representatives shall make themselves available for consultation as required under the procedures.
- 3.1.4 The accredited Association representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- 3.1.5 If the matter is not resolved at this level the Association representative should ask for it to be referred to the nominated departmental representative who will arrange a conference to discuss the matter.
- 3.1.6 The consultation process will 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.
- 3.1.7 If the matter is not resolved at the conference the Association representative is to advise the appropriate official of the Association of the matter in issue and a conference on the matter will be arranged to be attended by the official or officials and the Association job representative concerned as the Association may decide, and by the designated departmental representative and such other representatives, which may include the Chief Executive, Department of Treasury and Finance, as the Agency may decide.
- 3.1.8 If a matter cannot be resolved when the above referred to procedures have been availed of, the Agency and the association should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation the Chief Executive, Department of Treasury and Finance, should be involved.
- 3.1.9 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.
- 3.1.10 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the South Australian Employment Tribunal.
- 3.1.11 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- 3.1.12 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 desirable to do.
- 3.1.13 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.
- 3.1.14 These procedures will not restrict the Agency or its representatives or a duly authorised official of the Association making representations to each other.



**PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

OPDATE 01:09:97 on and from

**Clause 4.1 Part Time Employment - Non-PS Act Employees**

OPDATE 22:12:2014 1<sup>st</sup> pp on or after

4.1.1 This provision does not apply to employees employed under the *Public Sector Act 2009*.

4.1.2 Any person employed or seeking employment is eligible to apply to work part time.

4.1.3 Conversion to part time employment of occupied positions must be at the request and at the consent of the employee. Although part time employment can be used as a management tool in relation to genuine rationalisation/reorganisation of agency services, it is not to be seen as a mechanism for a reduction of staffing levels.

4.1.4 Applications for conversion to part time employment are to be given positive and reasonable consideration by the employer.

4.1.5 The salary payable to a part time employee is the full time rate adjusted to the proportion of the actual hours worked.

4.1.6 Allowance for performing additional duties

4.1.6.1 Payment of an allowance is to be authorised where an employee continuously performs additional duties at a higher level for more than one week.

- (i) Where additional duties at a higher level do not form part of a higher level position, "more than one week" is to be interpreted as more than the number of working days on which the additional duties are required to be carried out during a week;
- (ii) Where the additional duties form part of a higher position, "more than one week" is to be interpreted as more than the normal working week (in working days) for performing the higher position;
- (iii) "Continuously performs" is to be interpreted as continuous in the same sense that part time employment is regarded as continuous (eg 3 days per week worked on a regular basis every week is regarded as continuous employment).

**Clause 4.2 Casual Employment - Non-PS Act Employees**

OPDATE 01:10:2019 on and from

4.2.1 A casual employee is one engaged:

for a period not exceeding 4 weeks or,

for hours that are not regular, or

for hours not exceeding 15 hours per week.

4.2.2 A casual employee is paid for each hour worked one thirty-eighth of weekly rate prescribed by this award for the work performed and a twenty-five (25) 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 for public holidays not worked.

**Clause 4.3 Anti-Discrimination**

OPDATE 01:10:2019 on and from

4.3.1 It is the intention of the parties to this award to achieve the principal object in Section 3(1)(m) of the *Act* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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

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

- 4.3.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 4.3.3.2 until considered and determined further by the South Australian Employment Tribunal, the payment of different wages for employees who have not reached a particular age;
- 4.3.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal Jurisdiction, including by application to the Australian Human Rights Commission.

4.3.4 Nothing in this clause is to be prevent:

- 4.3.4.1 a matter referred to in 4.3.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;
- 4.3.4.2 a matter referred to in 4.3.1 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, tenet, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

**PART 5 - WAGES AND RELATED MATTERS**

OPDATE 01:09:97 on and from

**Clause 5.1 Classification of Employees**

OPDATE 23:12:2006 1<sup>st</sup> pp on or after

Employees will be classified in accordance with the classification criteria in **Schedule 3**.

**Clause 5.2 Wage Rates**

OPDATE 23:12:2006 1<sup>st</sup> pp on or after

The minimum annual salaries payable to employees are as shown in **Schedule 4**.

**Clause 5.3 Allowances and Related Matters**

OPDATE 01:10:2019 on and from (S99 Review)

OPDATE 01:07:2019 1<sup>st</sup> pp on or after (work related expenses)

OPDATE 19:12:2019 1<sup>st</sup> pp on or after (clauses 5.3.1.2, 5.3.1.3 & 5.3.13.4)

OPDATE 01:05:2018 1<sup>st</sup> pp on or after (clause 5.3.13)

**5.3.1 Meal Break/Meal Allowances**

- 5.3.1.1 A minimum meal break of 30 minutes per day is to be taken by all employees. That time will not count as part of an employee's ordinary working hours. In any event no employee will be required to work more than 5 hours without such a break.
- 5.3.1.2 Any employee, who by direction of the employer, commences duty two hours or more before, and/or ceases duty two hours or more after the employee's normal time of commencement or cessation of duty, where such additional duty necessitates taking a meal away from the employees place of residence, is to be paid an allowance for the meal at the rate of \$18.35 for an evening meal, and at the rate of \$12.85 for any other meal.
- 5.3.1.3 Any employee, who by direction of the employer, is required to perform duty extending beyond a meal break on a Saturday, Sunday or Public Holiday on which the employee would not normally be required, and who is not entitled to payment for that meal break, is to be paid an allowance for each meal necessarily taken away from the employee's place of residence at the rate of \$18.35 for an evening meal and at the rate of \$12.85 for any other meal. However, the employee is not to be paid meal allowances for Saturday, Sunday or Public Holiday work that is a normal feature of the employee's employment.
- 5.3.1.4 The meal allowance 5.3.1.2 and 5.3.1.3 will not apply where an agency supplies a meal (without charge) to an employee. Where an agency supplies a meal for which a charge is made the meal allowance payable to the employees must not exceed the amount charged by the agency for that meal.
- 5.3.1.5 Meal allowances are to be paid in addition to any payment for overtime.

**5.3.2 First Aid Allowance**

- 5.3.2.1 Where, in the performance of their duties, an 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). The employee will be reimbursed by the employer the cost of acquiring such qualifications.
- 5.3.2.2 Where a First Aid Officer agrees to renew the First Aid qualification, that employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). The employee will be reimbursed by the employer the cost of renewing the qualification.
- 5.3.2.3 Where, in the performance of their duties an employee is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- 5.3.2.4 A First Aid Officer will be paid a First Aid Allowance of \$16.90 per week provided that the Officer is required to be able to perform those duties on at least 3 days a 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 44 cents per hour for each hour or part thereof.

5.3.2.5 Where an employee is working an average of 38 hours per week are paid an allowance of \$16.45 per week, the payment will accrue towards a programmed day off.

### 5.3.3 On-Call Allowance

5.3.3.1 An employee who is rostered to be on-call of a night time will be paid an allowance of \$12.45 for each night.

5.3.3.2 An employee who is rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty will be paid an allowance of \$27.85 per day.

5.3.3.3 Employees concerned will not be required to remain at home for the whole time of on call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the employee concerned prior to leaving their home.

5.3.3.4 If an employee on the on call roster wishes to interchange with another employee on the roster, that employee may do so providing the approval of the employer is obtained.

5.3.3.5 Where an employee rostered to be on call, is recalled, that employee will, in addition to the allowances in this clause, be paid overtime in accordance with the relevant provision of this Award.

### 5.3.4 Whyalla Cost of Living Allowance

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

Class of Person	\$ per annum
Adults	26
Juniors	13

### 5.3.5 Payment of Telephone Rental & Official Calls

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

5.3.5.1 When employees are directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant or equipment;

5.3.5.2 When employees need to be available either for public contact or to support Departmental operations outside of normal working hours.

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

### 5.3.6 Licences to Drive Motor Vehicles

5.3.6.1 An employee is entitled to have their motor vehicle driver's licence paid by the employer (or the cost reimbursed) in circumstances where in order to carry out their duties an employee is either:

(i) Required to drive a Government vehicle and the employee is solely engaged as driver; or

(ii) Required to drive a motor vehicle as a normal and regular feature in the performance of their duties (i.e. for more than 50% of working time the employee is required to use a vehicle in the performance of their duties and is responsible during that time for the care of that vehicle).

5.3.6.2 Should an employee be required to upgrade the classification of their drivers' licence for employment purposes, any additional costs incurred are to be reimbursed by the employer.

5.3.6.3 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 Government vehicles.

### 5.3.7 Remuneration During Leave

#### 5.3.7.1 Absence on Paid Leave

An employee is to receive salary and allowances whilst absent on paid leave as follows:-

- (i) Recreation Leave - normal remuneration and in addition the following allowances where appropriate:
  - (a) Whyalla Cost of Living Allowance,
  - (b) Qualification, proficiency and skill allowance (including first aid allowance),
  - (c) Locality Allowance, but the locality allowance is not to be included in the remuneration upon which recreation leave loading is calculated,
  - (d) Higher duty allowance,
  - (e) Other allowances where specific approval has been given for payment during recreation leave;
- (ii) Long Service Leave - as in (i) above plus a casual loading if applicable;
- (iii) Sick Leave - normal remuneration plus allowances prescribed on an annual basis. Other penalty rates are not to be included.

#### 5.3.7.2 Absence on Duty

An employee absent on duty is to receive salaries and allowances on the following basis:

- (i) For a period not exceeding 3 weeks - normal remuneration plus allowances prescribed on an annual basis but excluding penalty rates;
- (ii) For periods exceeding 3 weeks - normal remuneration only. The continued payment of any allowances must be authorised by the employer.

### 5.3.8 Field Office (Sole) Allowance

5.3.8.1 Any employee classified as a Community Welfare Worker in the Department of Human Services and who works under the general direction of, but remote from a senior Probation and Parole Officer in the Department for Correctional Services or a District Officer or District Supervisor in the Department of Human Services, or an employee on a higher classification in either Department, and being the sole departmental branch Field Officer in a country town or centre will receive, in addition to the appropriate salary, an allowance of \$1,674 per annum whilst that employee continues to undertake the duties of a sole departmental branch Field Officer.

5.3.8.2 Any Field Worker (previously classified as FDC 1) who works under the general direction of, but remote from a Scheme Manager (previously classified as FDC 3) and being the sole Field Worker in a country town or centre, and who may be required to supervise a clerical officer, will receive, in addition to the appropriate salary, an allowance of \$1,674 per annum whilst he/she continues to undertake such duties and responsibilities.

### 5.3.9 Academic Allowance

5.3.9.1 An employee who is now classified as ASO1 and who prior to 1 June 1991 was in receipt of an academic allowance of \$689 per annum will continue to be paid that allowance in addition to the salaries prescribed by this award whilst so classified.

5.3.9.2 This academic allowance forms part of the employee's salary for all purposes.

### 5.3.10 Proficiency Allowance

5.3.10.1 Any employee classified at ASO1 who prior to November, 1979 was in receipt of the fifth year adult service salary of office assistant qualified and/or proficiency standard determined by the Commissioner for Public Sector Employment will receive an allowance of \$300 per annum from 1st November, 1979.

- 5.3.10.2 This proficiency allowance will not be subject to wage indexation increases, but will be regarded as part of the salary for all other purposes.
- 5.3.11 Special Rate for Early Morning Duty (Standards Officers)
- 5.3.11.1 Any employee employed as a standards officer who is required to commence their ordinary hours of duty prior to 7.00 a.m. must be paid 15 per cent more than this ordinary rate of pay for all hours of such duty performed prior to 7.00 a.m.
- 5.3.11.2 This penalty payment will not be taken into account in the calculation of overtime or in determining any allowance based on salary and is not payable for any duty performed on a Saturday, Sunday or public holiday.
- 5.3.12 Dental Nurse Post-Certificate Course
- 5.3.12.1 Dental Nurses successfully completing the post-certificate study course of the Dental Assistants Association of Australia in Dental Radiography, or having obtained equivalent qualifications and who the Permanent Head of the Department certifies in writing are required to expose x-rays films or regularly assist inexperienced trainee school dental therapists in exposing x-ray films in lieu of a tutor dental officer will receive an allowance of \$856 per annum.
- 5.3.13 Fisheries Officers Allowances
- 5.3.13.1 An officer whilst at sea will be paid the following allowance, as compensation for all excess hours worked and abnormal conditions encountered for each completed 24 hour period or part thereof where such part is 7.5 hours or more, provided that the officer is absent from home overnight, and provided further that no officer will be entitled to more than the allowance set out in this subclause for any period of 24 hours:-
- Other Vessels
- |             | \$     |
|-------------|--------|
| OPS-1       | 98.00  |
| OPS-2       | 112.00 |
| OPS-3       | 130.00 |
| OPS-4       | 135.00 |
| OPS-5/OPS-6 | 138.00 |
- 5.3.13.2 The allowances prescribed in this clause shall be paid to eligible employees in lieu of the allowances prescribed for employees on other vessels. All other provisions of Clause 5.3.13.1 will apply.
- Commercial vessel in excess of 12 metres in length
- |             | \$     |
|-------------|--------|
| OPS-1       | 152.00 |
| OPS-2       | 175.00 |
| OPS-3       | 205.00 |
| OPS-4       | 234.00 |
| OPS-5/OPS-6 | 251.00 |
- 5.3.13.3 For the purposes of this award, an officer in receipt of the allowance set out in subclause 5.3.13.1 of this clause will be deemed to have completed 7.5 hours of duty for each duty period for which the allowance is paid, such 7.5 hours to be credited against the total of 150 hours to be worked per 4 week period.
- 5.3.13.4 For each duty period for which an allowance under subclause 5.3.13.1 of this clause is payable to an officer, an officer who is required to provide his own meals will be entitled to a victualling allowance of \$34.75 and where the employee is required to provide blankets, to a further allowance of \$4.50.
- 5.3.13.5 For the purposes of Clause 5.3.13.1, each completed 24 hour period or part thereof, will commence at 12 midnight.
- 5.3.13.6 Subject to subclause 5.3.13.8 Fisheries Officers, who as part of their normal duties, are required to hold a Coxswains Certificate shall be paid an allowance of \$377 per annum.
- 5.3.13.7 Subject to subclause 5.3.13.8 Fisheries Officers, who as part of their normal duties, are required to hold a Master Class V Certificate of Competency shall be paid an allowance of \$641 per annum.

5.3.13.8 Where a Fisheries Officer holds both of the certificates referred to in subclauses 5.3.13.6 and 5.3.13.7, only the allowance of \$641 per annum for the Master Class V Certificate shall be paid.

#### 5.3.14 Traffic Inspectors Allowance

5.3.14.1 Where a Traffic Inspector is required to supervise and co-ordinate other Traffic Inspectors or patrols, an allowance being the equivalent to the difference between the first increment of the Assistant Senior Traffic Inspectors salary and the highest increment of the Traffic Inspectors salary must be paid for each shift for which the Inspector is required to so supervise and co-ordinate.

#### 5.3.15 Horticultural Inspectors Allowances

5.3.15.1 A Horticultural Inspector who is required to commence ordinary hours of duty prior to 7.00 a.m. is to be paid 15% more than their ordinary rate of pay for all the hours of such duty performed prior to 7.00 a.m.

5.3.15.2 This penalty payment is not to be taken into account in the calculation of overtime or in determining any allowance based on salary and is not be payable for any duty performed on a Saturday, Sunday or public holiday.

5.3.15.3 A Horticultural Inspector who is required to attend for overtime duty at the airport terminus on a Saturday, Sunday or public holiday, is to be paid for all such rostered duty, less the period specified for meal breaks, at overtime rates as prescribed by Clause 6.1.

#### 5.3.16 Supervising Radiographer Allowance

5.3.16.1 Employees previously classified as Radiographers, a Supervising Radiographer allowance of \$4.40 will be paid each shift where relevant.

#### 5.3.17 Diving Allowance

5.3.17.1 Employees who are required to dive in the normal course of their duties shall be paid allowances as follows.

5.3.17.2 An employee who is an experienced diver in addition to his/her ordinary rate will be paid an allowance of \$42.10 per week.

5.3.17.3 Where an employee on any day performs work as a Supervising Diver (unless this employee dives on that day in which event entitlement will be paid at the rate for an experienced diver only) \$30.65 per day.

5.3.17.4 An employee, who on any day performs work as a diver shall in addition to his/her ordinary classified rate be paid an allowance as follows:

5.3.17.5 If an experienced diver (in addition to the allowance in 5.3.17.2 hereof) \$55.60 per day.

5.3.17.6 If a trainee (no weekly allowance) \$44.35 per day.

5.3.17.7 Diver's attendant \$21.80 per day.

5.3.17.8 With a minimum payment for such allowance for any dive as for one whole day.

5.3.17.9 The allowance prescribed in clauses 5.3.17.4, 5.3.17.5 and 5.3.17.6 shall not be payable in respect of:

- Any time occupied travelling, or
- Any work as a diver or diver's attendant preparing or maintaining or assembling any plant or material to be used by him/her in their work as a diver's attendant.

N.B. A diver or diver's attendant shall fulfil the requirements prescribed in Australian Standard AS2299-1990.

#### 5.3.18 Pharmacist-in-Charge Allowance

5.3.18.1 A pharmacist classified at PSO1 or PSO2 level, who is nominated in charge of a pharmacy of public hospital on a Saturday, Sunday or public holiday, shall be paid a pharmacist-in-charge allowance of \$2.24 per hour.

- 5.3.18.2 The pharmacist-in-charge allowance will apply at the Central Adelaide Local Health Network (with respect to its Royal Adelaide Hospital and Queen Elizabeth Hospital and Health Service sites); Southern Adelaide Local Health Network (with respect to the Noarlunga Health Service site and the Flinders Medical Centre site); Women's and Children's Health Network (with respect to its Women's and Children's Hospital site) and the Repatriation General Hospital.
- 5.3.19 Allowance for handling badly decomposed bodies
- 5.3.19.1 Employees who are required to handle badly decomposed bodies in the normal course of their duties shall be paid an allowance. The amount of this allowance shall be:
- \$29.90 per badly decomposed body.

#### **Clause 5.4 Safety Net Adjustments**

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

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.

#### **Clause 5.5 Economic Incapacity Applications**

OPDATE 01:10:2019 on and from (S99 Review)

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

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *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 the South Australian Employment Tribunal.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by the South Australian Employment Tribunal 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 the South Australian Employment Tribunal in the circumstances of each case.

#### **Clause 5.6 Additional Compensation for Certain Work-Related Injuries or Illnesses**

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 7 of this Award.



**PART 6 – OVERTIME, PUBLIC HOLIDAY WORK, RDO AND PDO ON A PUBLIC HOLIDAY, SHIFT WORK AND FLEXTIME****Clause 6.1 Overtime**

OPDATE 15:12:2005 on and from

6.1.1 “Overtime” means work in excess of an employee’s normal hours of duty and where such time is in excess of:-

- 8 hours in any one day
- 38 hours in any one week

unless the additional hours worked are in accordance with a flexi-time scheme agreed between the parties to this award or are otherwise excluded by the operation of this Award.

6.1.2 All time worked on Saturdays, Sundays, and Public Holidays, other than work performed on any such day which constitutes part of an employee’s normal hours of duty.

Except that in calculating overtime for Traffic Inspectors “overtime” means all work performed in excess of 160 hours in twenty-eight consecutive days or in excess of or outside 8 hours in any one day or shift. In calculating overtime each day or shift is to stand alone.

6.1.3 Payment for overtime does not extend to any employee:-

6.1.3.1 Paid an allowance in lieu of overtime;

6.1.3.2 Whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the ASO5 classification as applying from time to time in the relevant agency.

6.1.3.3 Where an employee’s salary exceeds the maximum salary of the ASO4 classification as applying from time to time in the relevant agency, the hourly overtime rate is to be calculated on that salary.

6.1.3.4 Payment of overtime or giving of time off in lieu (TOIL) to employees whose salary exceeds the maximum salary for the classification of ASO5, is limited to instances where employees are regularly required, and there is an on-going need, for such employees to work overtime.

As such, overtime is not paid to employees whose salary exceeds the maximum salary level for the classification of ASO5 for the performance of one off tasks.

The factors which should be taken into consideration in approving either the payment of overtime or giving of TOIL to such employees are:

- the nature and extent of the extra duty;
- whether the extra duty has been directed and certified; and
- whether the extra duty is regular and excessive (compared with that worked by staff generally at the same level) over a long period of time, i.e. On a continuing basis.

The rate at which the overtime is calculated will be in accordance with the following:

- Where the employee's salary equals or exceeds the minimum salary of ASO6, yet is less than the minimum of ASO7, overtime is to be calculated at the rate of the minimum salary increment of ASO5.
- Where the employee's salary equals or exceeds the minimum salary of ASO7, overtime is to be calculated at the rate of maximum salary increment of ASO5.

**6.1.4 Requirement to Work Overtime**

An employee may be required by the employer to work reasonable overtime.

### 6.1.5 Overtime Must be Authorised

Payment for overtime will only be made if approved by the employer prior to it being worked. Where an employee works overtime and seeks to be granted time off in lieu of payment for the overtime, the authority of the employer may be granted either before or after the working of the overtime.

### 6.1.6 Overtime Rates

6.1.6.1 The hourly rate for overtime payment is to be ascertained by using the following formula:-

Fortnightly salary/ordinary hours of duty per fortnight x 3/2 except that:

- (i) for double time the multiplier shall be 2/1;
- (ii) for double time and a half the multiplier shall be 5/2.

6.1.6.2 Except as otherwise provided for in this Clause, employees who qualify for overtime payment are to be paid on the following basis for overtime worked:

- (i) On Monday to Friday inclusive - at the rate of time and a half for the first 3 hours and double time thereafter;
- (ii) On a Saturday (other than a Saturday which is a public holiday) - at a rate of time and a half for the first 3 hours and double time thereafter, except that all time worked in the afternoon will be at the rate of double time with a minimum payment as for 3 hours work at the appropriate rate;
- (iii) On a Sunday - at the rate of double time for all time worked with a minimum payment as for 3 hours work at such rate;
- (iv) On a Public Holiday - at the rate of double time and a half for all time worked with a minimum payment as for 3 hours work at such rate;
- (v) An employee who works for more than 2 hours after normal finishing time on week days will be allowed an unpaid break of at least 30 minutes. The "normal finishing time" for this purpose is the time an employee, with the agreement of their supervisor, normally finishes work for the day.

### 6.1.7 Time Off in Lieu of Overtime

6.1.7.1 The following arrangements apply to all employees other than those covered by 6.1.7.2 and 6.1.7.3.

Except for overtime worked on a public holiday, an employee may request, and if agreed by the employer, take time off with pay equal to the overtime worked in lieu of receiving overtime payment. In these circumstances the time off should be taken at a time which is mutually agreed by the employer and employee concerned but as soon as practicable after the overtime is worked.

Time off in lieu may be permitted to accumulate up to 5 working days provided that it is taken before the end of the financial year in which the overtime is worked.

6.1.7.2 The following arrangements are to apply to employees previously classified as **Social Workers**:

These provisions do not apply to authorised overtime for which payment is made.

- (i) Additional hours of work which were scheduled (eg arranged before the day on which the extra time is worked) should be taken off on the working day following the extra duty, or as soon afterwards as practicable.
- (ii) Approved unscheduled additional time worked may be accumulated up to five days and taken off in a block every six months where it is impracticable to be taken off for that time within a reasonable time of its have been worked; except within the area of the state in which the operation of the locality allowances operate approved unscheduled additional time worked may be accumulated up to ten days and taken off in a block every six months; but in any event all time worked in excess of 45 hours per week must be taken off without delay.

6.1.7.3 The following arrangements are to apply to employees employed as **Fisheries Officer**:

Where an officer is required to work on average more than 37.5 hours per week, such excess hours should, where possible, be taken off within the four-week period in which they accrue. However, where, because of special circumstances an officer accrues hours in excess of 150 per four-week period, such excess hours must be taken off during the following four-week period.

#### **6.1.8 Rest Period After Overtime**

6.1.8.1 When overtime work is necessary it will, whenever reasonably practicable, be so arranged that an employee has at least 8 consecutive hours off duty between the work of successive days.

6.1.8.2 An employee who works so much overtime between the termination of their ordinary work on any one day and the commencement of their ordinary work of the next day that they have not had at least 8 consecutive hours off duty between those time will, be released after completion of the overtime until they have had 8 consecutive hours off duty. This will be without loss of pay for ordinary working time which occurs during such absence.

6.1.8.3 If on the instructions of the employer, an employee resumes or continues work without having had such 8 consecutive hours off duty the employee will be paid at double time until released from duty for such period and is entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time which occurs during such absence.

#### **6.1.9 Recall to Duty**

6.1.9.1 Subject to 6.1.9.3, employees bound by this Award, regardless of classification and salary level (but is less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.

6.1.9.2 Subject to 6.1.9.3, employees bound by this Award, regardless of classification and salary level (but is less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.

6.1.9.3 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 6.1.9.1 and 6.1.9.2, is an employee's normal rate for overtime purposes except where such rate exceeds the maximum salary of the ASO-5 classification level prescribed in this Award. In this situation, where an employee's rate of pay does not exceed the maximum salary of ASO-6, overtime is to be calculated at the rate of the minimum salary increment of ASO-5. Where an employee's rate of pay exceeds the maximum salary of ASO-6 (but is less than executive level or equivalent), overtime is to be calculated at the rate of the maximum salary increment of ASO-5.

6.1.9.4 An employee recalled to work within 3 hours of starting work on a previous recall is not entitled to any additional payment for the time worked within the period of three hours and from the time of commencement of the previous recall.

6.1.9.5 These recall provisions do not apply where it is customary for an employee in return to work to perform specific work outside ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working hours.

6.1.9.6 All employees who travel to work as a result of receiving a recall to work will:

(i) be reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or

(ii) be permitted to use a taxi at the employer's expense to travel to and from the workplace; or

(iii) be permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

### **Clause 6.2 Public Holiday Work**

OPDATE 21:12:2005 on and from

6.2.1 Where an employee works on a public holiday for the whole of their usual daily working hours:

6.2.1.1 An employee who is required on active duty on all of the 7 days of a week including Saturdays and Sundays will receive for each of the first 5 public holidays worked in any one financial year either:

(i) payment at the rate of time and a half and allowed an additional day off in lieu equivalent to the time worked, which may be taken in conjunction with annual leave; or

(ii) where the employee requests, will be paid at the rate of double time and a half.

For all public holidays worked in excess of 5 such employee is to be paid at the rate of double time and a half.

6.2.1.2 Any other employee will be paid at the rate of double time and a half, or, where the employee requests, a day in lieu may be granted at a mutually convenient time, and a payment at the rate of time and a half instead of double time and a half will be made.

6.2.2 An employee who is required to work outside their usual daily working hours on a public holiday will be paid at the rate of double time and a half or where the employee requests and the employer agrees, be granted time off in lieu equal to the hours worked and in addition receive payment at the rate of time and a half.

### **Clause 6.3 Public Holidays Falling on a Programmed Day Off**

OPDATE 15:12:2005 on and from

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 6.4 Public Holiday Falls on a Rostered Day Off**

OPDATE 23:12:2005 on and from

6.4.1 Where an employee is required to work on active duty for all of the 7 days of the week including Saturdays and Sundays and a public holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid an additional day's pay.

6.4.2 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.

6.4.3 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

### **Clause 6.5 Hours of Duty Outside the Span of 8.00am to 6.00pm, Monday to Friday, Inclusive**

OPDATE 15:12:2005 on and from

Where a Chief Executive regularly requires an employee to perform their ordinary hours of duty outside the span of hours of 8.00am to 6.00pm, Monday to Friday the following rates of pay will be applicable:

6.5.1 Where the employee works a complete rostered work period that commences at or after 12 noon and finishes after 6.00pm and at or before 12 midnight, the employee will be paid an allowance of 15 percent of (and in addition to) their ordinary rate of pay for the entire rostered period of work.

6.5.2.1 Where an employee works a complete rostered work period that commences at or after 6.00 pm and finishes after 12 midnight and at or before 8.00 am, the employee will be paid an allowance of 15 percent of (and in addition to) their ordinary rate of pay for the entire rostered period of work.

6.5.2.2 Permanent Night Shift – Where an employee works a permanent night shift they will be entitled to be paid an allowance of 30% in lieu of the 15% specified in 6.5.2.1.

Permanent night shift for the purposes of this clause means where an employee:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or day work so as to give the employee at least one third of their working time off night shift.

The additional payment for permanent night shift does not apply where an employee works permanent night shifts at their own request.

6.5.3 An employee whilst working ordinary hours on a Saturday or Sunday will be paid an allowance of 50 percent of their ordinary rate of pay.

6.5.4 Where an employee completes a rostered period of work which commences before 12 noon but finishes after 6.00pm (and there is no entitlement to overtime) the employee will only be paid an allowance of 15 percent of (and in addition to) their ordinary rate of pay for the time worked after 6.00pm.

6.5.5 Where an employee completes a rostered period of work which commences before 7.00am and finishes after 8.00am (and there is no entitlement to overtime) the employee will only be paid an allowance of 15 percent of (and in addition to) his/her ordinary rate of pay for the time worked before 7.00am.

#### **Clause 6.6 Flexitime**

OPDATE 15:12:2005 on and from

Flexitime is a flexible arrangement of working time, which allows employees to negotiate how, and when hours will be worked within agreed limits and conditions. These arrangements apply where agreed between an employee and their employer at the workplace.

The introduction of flexitime is not designed to increase or reduce the total number of ordinary hours that must be worked by any employees.

If an employee is directed and authorised to work in excess of their normal hours of duty then overtime rates or time off in lieu apply as per this Award.

Flexitime arrangements are designed for the mutual benefit of staff and the organisation, and are introduced to make the workplace more family-friendly and responsive to the needs of individual employees.

The use of flexitime will also take into consideration the needs of the particular workplace and client service responsibilities.

Flexitime schemes should provide:

- The span of working hours that can be included from Monday to Friday (band-width) and any times that require compulsory attendance (referred to as 'core time').
- The required minimum break for meals (needs to be at least 30 minutes).
- The maximum number of hours that can be worked in one day (should normally be restricted to 9.5 provided that no more than 5 hours are worked without a minimum 30 minute meal break).
- The span of time during which meals can be taken (for example, lunch is usually a minimum of 30 minutes between 12 noon and 2.00pm).
- That if an employee is in debit to an amount greater than the maximum allowable and this cannot be made up then some adjustment in pay may be necessary.
- That if total accumulated hours exceed the maximum credit allowable, the employee may forfeit hours so that the amount carried into the next accounting period does not exceed the maximum allowable.

An employee can elect to not participate in a flexitime scheme.

The Chief Executive may withdraw access to any flexitime system as part of performance or disciplinary processes.

The particular recording system for each flexitime scheme needs to be clarified to all employees. A separate record should be maintained of overtime worked as distinct from flexitime.

If an employee accumulates sufficient time by working in excess of the ordinary hours of duty, the employee may, with approval from the relevant manager take the agreed amount of flexi leave off. The Chief Executive may cancel flexi leave at short notice if the Chief Executive considers the needs at the workplace require an employee's presence.

**PART 7 - LEAVE OF ABSENCE**

OPDATE 01:10:2019 on and from

The matters prescribed within this Part apply only to those employees employed pursuant to this Award who are employed by either the agency Health and Wellbeing, Department for (including incorporated hospitals and SA Ambulance Service under the *Health Care Act 2008*) or one of the Statutory Authorities listed in Schedule 1. of this Award.

**Clause 7.1 Parental Leave**

OPDATE 14:03:2006 1<sup>st</sup> pp on or after

**7.1.1 Definitions**

In this clause, unless the contrary intention appears:

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

7.1.1.2 **Adoption leave** means adoption leave provided under 7.1.3.4.

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

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

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

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

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

7.1.1.5 **Extended adoption leave** means **adoption leave** provided under 7.1.3.4(b).

7.1.1.6 **Extended paternity leave** means **paternity leave** provided under 7.1.3.3(b).

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

7.1.1.8 **Maternity leave** means maternity leave provided under 7.1.3.2.

7.1.1.9 **Medical certificate** means a certificate as prescribed in 7.1.5.1.

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

7.1.1.11 **Paternity leave** means paternity leave provided under 7.1.3.3.

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

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

7.1.1.14 **Short adoption leave** means **adoption leave** provided under 7.1.3.4(a).

7.1.1.15 **Special adoption leave** means **adoption leave** provided under 7.1.10.

7.1.1.16 **Special maternity leave** means **maternity leave** provided under 7.1.9.1.

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

7.1.2 **Chief Executive Officer's responsibility to inform**

7.1.2.1 On becoming aware that:

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

a *Chief Executive Officer* must inform the employee of:

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

### 7.1.3 Eligibility for and entitlement to parental leave

7.1.3.1 Subject to the qualifications in 7.1.4, the provisions of this clause apply to full-time, part-time and *eligible casual employees* but do not apply to other employees.

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

7.1.3.1(b) A *Chief Executive Officer* must not fail to re-engage a casual employee because:

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

7.1.3.1(c) The right of a *Chief Executive Officer* in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

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

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

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

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

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

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

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

### 7.1.4 Qualifications on entitlements and eligibility

7.1.4.1 The entitlement to *parental leave* is reduced:

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

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

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



### 7.1.5 Certification required

7.1.5.1 An employee must, when applying for *maternity leave* or *paternity leave*, provide the *Chief Executive Officer* with a *medical certificate* that:

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

whichever is appropriate.

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

#### 7.1.5.2(a) Parental leave

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

#### 7.1.5.2(b) Adoption leave

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

### 7.1.6 Notice requirements

#### 7.1.6.1 Maternity leave

7.1.6.1(a) An employee must give reasonable notice to the *Chief Executive Officer*, depending on the circumstances, of their intention to take maternity leave.

7.1.6.1(b) A *Chief Executive Officer* 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 the *Chief Executive Officer* the required notice.

#### 7.1.6.2 Paternity leave

An employee must give reasonable notice to the *Chief Executive Officer*, depending on the circumstances, of their intention to take paternity leave.

#### 7.1.6.3 Adoption leave

An employee must

7.1.6.3 (a) On receiving notice of approval for *adoption* purposes, notify the *Chief Executive Officer* of the approval and, within two months of the approval, further notify the *Chief Executive Officer* of the period(s) of *adoption leave* the employee proposes to take.

7.1.6.3 (b) In the case of a *relative adoption*, so notify the *Chief Executive Officer* on deciding to take a *child* into custody pending an application for *adoption*.

7.1.6.3 (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 *Chief Executive Officer* of that date, and of the date of commencement of any period of *short adoption leave* to be taken.

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

#### 7.1.6.4 Unforeseen circumstances

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

- (a) the birth occurring earlier than the expected date; or
  - (b) the death of the mother of the *child*; or
  - (c) the death of the employee's *spouse*, or
  - (d) the requirement that the employee accept earlier or later placement of the *child*,
- so long as, where a living *child* is born, the notice is given not later than two weeks after the birth.

#### 7.1.7 **Taking of parental leave**

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

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

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

7.1.7.4 Subject to 7.1.4 and unless agreed otherwise between the *Chief Executive Officer* and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.

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

7.1.7.6 Where leave is granted under 7.1.7.5, during the period of leave an employee may return to work at any time, as agreed between the *Chief Executive Officer* and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.1.7.7 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.

7.1.7.8 *Adoption leave* cannot extend beyond the *child's* fifth birthday.

7.1.7.9 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.

7.1.7.10 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 7.1.15.

#### 7.1.8 **Variation and cancellation of parental leave**

7.1.8.1 Without extending an entitlement beyond the limit set by 7.1.3, *parental leave* may be varied as follows:

7.1.8.1(a) The leave may be lengthened once by the employee giving the *Chief Executive Officer* at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

7.1.8.1(b) The leave may be lengthened or shortened by agreement between the *Chief Executive Officer* and the employee.

7.1.8.2 **Parental leave** may be cancelled by agreement between the *Chief Executive Officer* and the employee.

#### 7.1.9 **Special maternity leave and personal leave**

7.1.9.1 If an employee not then on *maternity leave* suffers illness related to her pregnancy she is entitled to take leave under 7.4

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

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

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

#### 7.1.10 **Special adoption leave**

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

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

7.1.10.3 The leave under this clause 7.1.10 is to be known as *special adoption leave* and does not affect any entitlement under 7.1.3.

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

7.1.10.5 Where paid leave is available to the employee, the *Chief Executive Officer* may require the employee to take such leave instead of *special adoption leave*.

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

7.1.11.1 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 *Chief Executive Officer* considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

7.1.11.3 Leave under this clause 7.1.11 will be treated as *maternity leave*.

#### 7.1.12 **Part-time work**

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

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

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

#### 7.1.13 **Communication during parental leave**

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

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

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

7.1.13.3 The employee shall also notify the *Chief Executive Officer* of changes of address or other contact details which might affect the *Chief Executive Officer's* capacity to comply with 7.1.13.1.

#### 7.1.14 Return to work after parental leave

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

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

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

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

7.1.14.4 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 *Chief Executive Officer* shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 7.1.15 Right to request

7.1.15.1 An employee entitled to *parental leave* pursuant to clause 7.1.3, may request the *Chief Executive Officer* to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.1.3.3(a) and 7.1.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid *parental leave* provided for in 7.1.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

7.1.15.3 The employee's request and the employer's decision made under 7.1.15.1(b) and (c) must be recorded in writing.

7.1.15.4 Where an employee wishes to make a request under 7.1.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from *parental leave*.

### 7.1.16 Termination of employment

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

7.1.16.2 A *Chief Executive Officer* 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 the *Chief Executive Officer* in relation to termination of employment are not affected by this clause.

### 7.1.17 Replacement employees

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

7.1.17.2 Before an *Chief Executive Officer* 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.

### 7.1.18 Child Care Leave

7.1.18.1 A Chief Executive will grant leave without pay to an employee to undertake the care of a child not of school age for a period (or aggregate periods) of up to 52 weeks for any one child.

7.1.18.2 If an employee has more than one child at the time of commencing special leave without pay, the leave is regarded to have been taken to undertake the care of each child not of school age.

7.1.18.3 If both parents of a child are the employees of the one employer:

- (i) both employees are not to be granted leave at the same time; and
- (ii) the leave granted to both employees in aggregate must not exceed 52 weeks.

7.1.18.4 Where an employee has been granted leave on the grounds of pregnancy and the employee applies for leave to undertake the care of that child, the maximum period (52 weeks) of leave to be granted for the care of the child is to be reduced by the portion of maternity leave which was taken after the birth of the child.

## Clause 7.2 Trade Union Training Leave

OPDATE 01:09:97 on and from

The employer may authorise attendance by employees at Trade Union Training courses subject to the following conditions:

### 7.2.1 Employees Eligible

Employees eligible for nomination to attend courses are those persons who are members of the Association.

### 7.2.2 Training Institutions

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

Australian Council for Union Training  
Trade Union Training Australia Inc  
Workers Educational Association of South Australia Inc  
South Australian Council for Union Training  
Industrial Training Services

### 7.2.3 Nominations for Attendances

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

### 7.2.4 Approval of Nominees

Approval is subject to:

- (i) A certificate of eligibility signed by the Secretary of the Association, or person nominated by the Secretary;
- (ii) That the employee can be spared by the employer (in deciding approvals the work of the employer must be a priority and the privilege may be withdrawn at any time if considered necessary).

### 7.2.5 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. Time off with pay in excess of this entitlement may be granted in special circumstances at the discretion of the employer but in no case will the amount exceed 20 working days during two years.

All other costs related to the attendance at a course will be the responsibility of the nominating Association.

### 7.2.6 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	Days that may be granted as per 7.2.5 above
15-20	3	6
21-25	4	8
26-30	6	12
31-35	8	16
36-38	10	20

### 7.2.7 Programmed Day Off

Where an employee is absent on trade union training on their programmed day off, such day will stand as the programmed day off. The employee is not permitted to substitute another day for the programmed day. Accordingly, that day is not to be debited as training and the employee may utilise the day if additional trade union training is sought later in that two calendar year period.

## Clause 7.3 Annual Leave

OPDATE 14:03:2006 1<sup>st</sup> pp on or after

### 7.3.1 Time of taking annual leave

7.3.1.1 Annual leave is to be taken at a time or times agreed between the *Chief Executive Officer* 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 *Chief Executive Officer* and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.6.

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

7.3.1.3 If the *Chief Executive Officer* determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

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

**Clause 7.4 Personal Leave – Injury and Sickness**

OPDATE 14:03:2006 1<sup>st</sup> pp on or after

**7.4.1 Entitlement to personal leave** (previously known as sick leave)

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

7.4.1.1 Is entitled to take personal leave if the employee is too sick to work; or

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

**7.4.2 Conditions for payment of personal leave**

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

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

7.4.2.1(b) The employee, at the request of the *Chief Executive Officer*, provides a medical certificate or other reasonable evidence of sickness.

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

**Clause 7.5 Bereavement Leave**

OPDATE 14:03:2006 1<sup>st</sup> pp on or after

**7.5.1 Entitlement to leave**

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

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

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

**7.5.2 Unpaid entitlement to leave**

An employee may take unpaid bereavement leave by agreement with the *Chief Executive Officer*.

**Clause 7.6 Personal Leave to Care for a Family Member**

OPDATE 14:03:2006 1<sup>st</sup> pp on or after

**7.6.1 Definitions**

7.6.1.1 *Personal leave to care for a family member (previously known as family carer's leave)* means leave provided in accordance with this clause.

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

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

7.6.1.3 **Personal leave** means leave provided for in accordance with clause 7.4.

#### 7.6.2 **Paid personal leave to care for a family member**

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

(a) due to personal injury; or

(b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days or 75 hours in any completed year of *continuous service* (pro rata for part-time employees) to provide care and support for such persons when they are ill.

7.6.2.2 By agreement between the *Chief Executive Officer* 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 *Chief Executive Officer* and the employee shall agree upon the additional amount that may be accessed.

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

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

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

7.6.2.6 The employee must, where practicable, give the *Chief Executive Officer* 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 *Chief Executive Officer* by telephone of such absence at the first opportunity on the day of the absence.

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

#### 7.6.3 **Unpaid personal leave to care for a family member**

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

7.6.3.2 The *Chief Executive Officer* and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.

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

#### 7.6.4 **Single day absences**

Single day absences may be taken for *personal leave to care for a family member* as provided for in Clause 7.3.1 Time of Taking Annual Leave.



### 7.6.5 Casual employees caring responsibilities

7.6.5.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 7.5 and 7.6, casuals are entitled to not be available to attend work, or to leave work:

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

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

7.6.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.6.5.1 is:

(a) the period agreed upon between the *Chief Executive Officer* and the employee; or

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

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

7.6.5.4 A *Chief Executive Officer* must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of a *Chief Executive Officer* to engage or not to engage a casual employee are otherwise not affected.

7.6.5.5 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.

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

OPDATE 01:09:97 on and from

**Clause 8.1 Travelling Time**

OPDATE 01:09:97 on and from

- 8.1.1 An employee, whose salary does not exceed the overtime limit as prescribed in Clause 6.1 - Overtime, and who is required by the direction of the employer to travel on official duties outside their normal working hours and is away from their normal worksite/office, must be granted time off in lieu of time spent in such travel.
- 8.1.2 The travel undertaken must be at the direction of the Chief Executive or nominee.
- 8.1.3 "Home" for the purposes of this Clause means the place where the employee stayed the night.
- 8.1.4 For the purposes of this Clause travelling time does not include:
- 8.1.4.1 Time spent travelling from the employee's home to their normal worksite/office or from their normal worksite/office to home;
- 8.1.4.2 Time spent in travelling by train between 10.30 p.m. and 7.30 a.m. when sleeping accommodation is provided on the train;
- 8.1.4.3 Time spent travelling by ship when meals and accommodation are provided;
- 8.1.4.4 Time spent in travel resulting from the reassignment or transfer of an employee to a new location.
- 8.1.5 Where travel is undertaken on a normal working day and is from the home to some other worksite/office for that day, or is from some other worksite/office to home, travelling time will be credited only for the actual time spent in travelling within a period:-
- 8.1.5.1 Commencing one hour after the time the employee normally ceases duty on that day, extending for a maximum period of six hours;
- 8.1.5.2 Commencing from the time the employee leaves home to travel to work and ending one hour before the time the employee normally commences duty on that day.
- 8.1.6 For travel other than a normal working day the maximum period which will apply for the granting of time off in lieu will be 8 hours in any one such day.
- 8.1.7 Time off in lieu will not be granted for periods of thirty minutes or less.
- 8.1.8 Time off in lieu must be taken before the end of the second month after the month in which the travel was undertaken.

**Clause 8.2 Travelling Expenses Reimbursement and Allowances**OPDATE 19:12:2019 1<sup>st</sup> pp on or after

OPDATE 01:10:2019 on and from (S99 Review)

*Allowances* are amounts paid to cover anticipated costs or as a compensation for conditions for employment. They are not a reimbursement as they are not exact compensation for the expense incurred.

*Reimbursements* are exact compensation for actual expenses incurred by employees.

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

- (1) Allowances for meals and incidentals:

Meal Allowance – Tax invoices or receipts are not required

## (a) Travel within South Australia

## Metropolitan Adelaide

Employees whose headquarters are located within Metropolitan Adelaide (within an 80km radius of the CBD) will not be paid allowances for the cost of meals when travelling within metropolitan Adelaide.

## Absent Overnight

Employees who travel within South Australia and are absent from headquarters overnight, subject to distance travelled requirements and the time of travel requirements detailed in Commissioner's Determination 3.2 or its successor, will be paid allowances for the cost of meals at the rates set out in this Award.

## Not Absent Overnight

Employees who travel within South Australia and are not absent from headquarters overnight, subject to distance travelled requirements and the travel interstate requirements detailed in Commissioner's Determination 3.2, will be paid an allowance for the cost of breakfast and/or dinner only, at the rates set out in this Award.

## (i) Where absent overnight:

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

## (ii) Where not absent from headquarters overnight:

Breakfast	\$16.75
Dinner	\$23.85

## (b) Interstate Travel

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

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

## (ii) Interstate – Other than capital cities and Alice Springs:

Breakfast	\$19.15
Lunch	\$19.15
Dinner	\$39.40
Incidentals	\$13.45

## (2) For accommodation:

Subject to Commissioner's Determination 3.2 reimbursements for accommodation above the rates detailed below may be approved prior to the travel being undertaken.

Tax invoices and receipts are required.

(i) Outside Metropolitan Adelaide up to \$134.00 per night

(ii) Within Metropolitan Adelaide up to \$157.00 per night

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

## (iii) Interstate Travel

## (a) For capital cities and Alice Springs

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

## (b) Other up to \$134.00 per night

**Clause 8.3 Actual Expenditure**

OPDATE 21:12:2000 on and from

- 8.3.1 Reimbursement is to be made only for expenditure actually and necessarily incurred when travelling in connection with official duties.
- 8.3.2 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.
- 8.3.3 In the case of reimbursements where expenditure exceeds the rates set out in 8.2.1 and a claim(s) for excess expenditure is submitted to the employer, an interim payment is to be made by the employer of an amount calculated in accordance with 8.2.1 pending a decision by the employer on the total claim(s).

**Clause 8.4 Time of Travel**

OPDATE 21:12:2000 on and from

An allowance is not to be paid for meals unless the employee travels beyond a 32 kilometre radius from headquarters and, that with respect to:

- 8.4.1 Breakfast - the employee necessarily departed from headquarters earlier than 7.00 am. or was necessarily absent from headquarters later than 9.00 am.;
- 8.4.2 Lunch - the employee necessarily departed from headquarters earlier than 12.00 noon or was necessarily absent from headquarters later than 2.00 pm. Reimbursement is not to be made for luncheon for single day absences within South Australia.;
- 8.4.3 Dinner - the employee necessarily departed from headquarters earlier than 6.00 pm. or was necessarily absent from headquarters later than 6.30 pm.

**Clause 8.5 Accommodation or Meals Provided by the Government**

OPDATE 19:12:2019 1<sup>st</sup> pp on or after

- 8.5.1 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.
- 8.5.2 Employees who are accommodated in such facilities will, in addition to any reimbursement of actual charges under 8.5.1, be paid the following allowances where appropriate:
- 8.5.3 Where employees are required to provide their own food, an allowance of \$34.75 per day;
- 8.5.4 Where employees are required to use their own bedding, tea towels and eating utensils, an allowance of \$4.50 per day;
- 8.5.5 Where employees are required to use any other items not included in 8.5.4, an allowance of \$6.20 per day;
- 8.5.6 Incidental expenditure of up to the appropriate daily rate specified by 8.5.4 may be claimed only for completed days absent from either the workshop or headquarters, and parts of a day are to be disregarded for this item.

**Clause 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes**

OPDATE 12:19:2019 1<sup>st</sup> pp on or after

- 8.6.1 An incidentals expense allowance of \$28.80 per (course) day will be paid to employees attending Residential Programmes of more than two weeks' duration.
- 8.6.2 Employees attending Residential Programmes conducted over a period of two weeks or less will be paid an incidentals expense allowance of \$13.60 per (course) day.
- 8.6.3 Incidental expenditure in excess of these daily rates may be assessed and approved by Chief Executive Officers, providing the expenses have been actually and necessarily incurred and adequate justification is provided.

**Clause 8.7 Use of Employee's Motor Vehicle**

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

- 8.7.1 No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.
- 8.7.2 The payment of the allowance for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by the employer prior to the actual use of the private motor vehicle by the employee.
- 8.7.3 When public or Government transport is available, that transport is to be the first preference. However, where the employer is satisfied that there are grounds for the use of a private vehicle, reimbursement will be limited to the cost of travel by public transport.
- 8.7.4 Where an employee has been given approval by the employer to use the employee's private vehicle for official purposes, such employee will be paid an allowance per kilometre travelled as follows:
- 8.7.4.1 For motor car, station wagons and utilities (petrol, diesel or LPG) – 98 cents
- 8.7.4.2 Motorcycles/scooters – 39 cents per kilometre.
- 8.7.4.3 Trailers - 6.0 cents per kilometre for each kilometre a departmental trailer is towed with the employee's private vehicle.

**Clause 8.8 Home to Office Reimbursement**

OPDATE 01:09:97 on and from

- 8.8.1 Where it is necessary for an employee to take their own vehicle to the employee's headquarters for use on that day the employer will authorise reimbursement as appropriate to the vehicle for the distance of the journey from home to headquarters by the shortest practical route. However, that payment is to be restricted to a one way trip, not a return journey. The maximum allowable distance for that one way trip for which an allowance is to be paid is not to exceed 32 kilometres per day, even if the distance between the employees home and headquarters is more than 32 kilometres.
- 8.8.2 Where it is necessary for an employee to perform call-back duties, the employer will authorise reimbursement as appropriate to the vehicle 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 applies only 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.

**Clause 8.9 Transfer of Headquarters**

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

- 8.9.1 Where an employee changes permanent headquarters the employer will pay for the transfer of the vehicle(s) at the appropriate rate hereunder for the distance travelled by the employee from the old headquarters to the new headquarters:
- 8.9.2 For motor cars, station wagons and utilities (petrol, diesel or LPG) – 31 cents per kilometre
- 8.9.3 For motorcycles/scooters – 12 cents per kilometre

**Clause 8.10 Combination of Official and Private Use**

OPDATE 20:02:2002 on and from

8.10.1 The employer may grant approval to an employee who applies to use a private motor vehicle for a combination of official and private purposes where such use is mutually convenient to the Agency and the employee.

8.10.2 The payment of the allowance for the distance travelled shall be at the appropriate rate as prescribed in 8.9.1.

**PART 9 - SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED AS CORRECTIONAL OFFICERS**

OPDATE 01:09:97 on and from

For employees employed as Correctional Industry Officers and Correctional Officers the following conditions apply in lieu of the other relevant conditions prescribed elsewhere in this Award:

**Clause 9.1 Definitions**

OPDATE 01:09:97 on and from

'Day worker' - means an officer other than a shift worker.

'Programmed day off' - means a rostered day off duty which has been designated as a programmed day off.

'Shift Worker' - means an officer who in the ordinary course of the officer's duties is required to work on both day duty (day shift) and either night watch duty (night duty) or afternoon shift.

'Weekend call-back' - means a period for which an officer is called back to work on a Saturday or Sunday and for which the officer had been rostered off duty.

**Clause 9.2 Calculation of Hourly Base Rate**

OPDATE 01:09:97 on and from

Where it becomes necessary, for any purposes of this award, including the calculation of shift allowances and the payment for weekend work, to determine an hourly rate, the following formula is to be used:

$$\frac{\text{Annual salary} \times 6}{313} \quad \times \quad \frac{1}{38}$$

**Clause 9.3 Casual Employees**

OPDATE 01:10:2019 on and from

A casual employee is one engaged and paid as such. For ordinary working hours a casual employee is to be paid the appropriate salary and allowance prescribed by this award for the work performed plus 25 per cent.

**Clause 9.4 Hours**

OPDATE 15:12:2005 on and from

9.4.1 Except as provided for in subclause 9.4.4 of this clause the ordinary working hours of day workers is not to exceed 152 hours in any 28 consecutive days, to be worked in periods of 8 consecutive hours (excluding meal time) between the hours 7.00 a.m. and 5.00 p.m.

9.4.2 Except as provided for in subclause 9.4.4 of this clause the ordinary working hours of shift workers is not to exceed 152 hours in 28 consecutive days, to be worked in periods of 8 consecutive hours (excluding meal times whilst on day duty).

9.4.3 Each officer is to have 9 rostered days off duty in every period of 28 consecutive days and will be notified that one of the rostered days off is designated as a 'programmed day off' and is not to be changed except by:

- (i) mutual consent of the employer and the individual officer concerned; or
- (ii) the employer acting in accordance with subclause 9.4.4 of this clause.

However, nothing contained in this subclause will entitle an officer to more than 12 programmed days off in a period of twelve calendar months.

9.4.4 Where an officer is called into duty on a programmed day off, due to an emergency, that officer will be granted an alternative programmed day off within 28 days without loss of pay. No additional payment will be made with respect to work performed on the programmed day off unless more than 8 hours is worked.

9.4.5 When a shift falls partly on a Saturday, Sunday or public holiday that shift, the major part of which falls on the Saturday, Sunday or public holiday, will be regarded as a Saturday, Sunday or public holiday shift respectively.

9.4.6 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 9.5 Meal Times and Crib Times

OPDATE 01:09:97 on and from

9.5.1 Day workers and shift workers, whilst on day duty will be allowed off duty for a period not exceeding one hour for any meal period which may occur during that day duty.

9.5.2 (i) Shift workers on night watch duty will be permitted to partake of food over a crib period of 20 minutes during the time of, and whilst remaining on duty for, the shift.

(ii) An officer will be entitled to a break for the midday meal without pay after 5 hours have elapsed from the recognised starting time, otherwise overtime at the rate of time and a half will be paid until the meal break occurs. Overtime will not be payable if the work is continued because of a request by or on behalf of the employee.

This provision does not apply to hospital watches.

### Clause 9.6 Overtime

OPDATE 01:09:97 on and from

9.6.1 Requirement to work overtime

An employee may be required by the employer to work overtime.

9.6.2 Day Workers - For all time worked in excess of or outside the ordinary working hours prescribed by 9.4 or on a weekend call-back a day worker will be paid at the rate of time and a half. Except that, any such overtime in excess of 3 hours in one shift or in excess of 3 hours in aggregate of hours worked on weekend call backs on a Saturday or any overtime worked on a Sunday double time rates will be paid.

9.6.3 Shift Workers - For all time worked:

- (i) in excess of or outside the ordinary working hours prescribed
- (ii) on a weekend call back,

will be paid at the rate of time and a half except that, for any such overtime in excess of 3 hours in any one shift or in excess of 3 hours in the aggregate of hours worked in weekend call backs on a Saturday or for any such overtime worked on a Sunday double time rates will be paid.

(iii) for the purposes of payment, overtime is to be calculated to the nearest quarter of an hour.

(iv) Officers attached to the dog squad as dog handlers will be paid a commuted overtime allowance equal to ten per cent of their annual salary when required to exercise, train, groom and maintain dogs outside of normal hours of duty. Such officers, when required to perform any other duties outside of ordinary working hours will be compensated pursuant to the general overtime provisions of this award.

### Clause 9.7 Shift Allowance

OPDATE 01:09:97 on and from

9.7.1 For each complete afternoon shift or first or second watch worked on night duty (not being overtime), an officer will be paid 15 per cent more than the officer's ordinary rate of wage for such shift.

### Clause 9.8 Weekend Work

OPDATE 01:09:97 on and from

9.8.1 An officer will be paid for work done during ordinary rostered hours, ie. not being overtime between 12 midnight Fridays and 12 midnight Saturdays at the rate of time and a half.

9.8.2 An officer will be paid for work done during ordinary rostered hours ie., not being overtime between 12 midnight Saturdays and 12 midnight Sundays at the rate of time and three-quarters.

9.8.3 These payments are in substitution for and not cumulative upon the shift work allowance prescribed.



**Clause 9.9 Public Holidays**

OPDATE 26:12:2003 on and from

9.9.1 An officer required to work on any public holiday prescribed in the *Holidays Act 1910* (or days observed in lieu thereof) or on any day proclaimed as a public holiday throughout the State pursuant to the provisions of the Act is to be paid at the rate of double time and half for all hours worked on public holidays.

9.9.2 This payment is in substitution for and not cumulative upon the shift work allowance prescribed in 9.7.1

**Clause 9.10 Payment of Wages**

OPDATE 01:09:97 on and from

9.10.1 Method of Payment - Subject to 9.10.3, wages will be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

9.10.2 Averaging System -

Under the averaging system, the officer accrues a 'credit' each day that the officer works actual ordinary hours in excess of the daily average, which would otherwise be 7 hours 36 minutes. This 'credit' is carried forward so that in the week of the cycle that the officer works on only 4 days, the officer's actual pay would be for an average of 38 ordinary hours even though in that week the officer would only work a total of 32 hours.

Consequently, for each day that an officer works 8 ordinary hours the officer accrues a 'credit' of 24 minutes (0.4 hours). The maximum 'credit' that the officer can accrue under this system is 0.4 hours on 19 days that is, a total of 7 hours 36 minutes.

9.10.3 Effect of Leave Without Pay -

An officer who is absent from duty on leave without pay for a whole day will, for each day of such absence lose average pay for that day calculated by dividing the average weekly wage by 5.

An officer who is absent from duty on leave without pay for part of a day will lose average pay for each hour or part thereof so absent of an hourly rate calculated by dividing the average daily pay rate by 7.6.

An officer who is on leave without pay for a whole day will not accrue a 'credit' because the officer would not have worked ordinary hours that day in excess 7 hours 36 minutes for which the officer would otherwise have been paid. Consequently, during the week of the work cycle that the officer is to work less than 38 ordinary hours the officer will not be entitled to average pay for that week. For that week, the average pay will be reduced by the amount of the 'credit' that the officer does not accrue for each whole day during the work cycle that the officer was absent. The amount by which an officer's average weekly pay will be reduced when that officer is absent from duty on leave without pay is to be calculated as follows:

Total of 'credits' not accrued during cycle X

$$\frac{\text{average weekly pay}}{38}$$

**Clause 9.11 Mixed Functions**

OPDATE 01:09:97 on and from

9.11.1 A Correctional Officer who is required to perform duties of a position carrying a higher rate than the officer's ordinary classification for 2 days or more will be paid at the higher rate for the whole of such period.

**Clause 9.12 Minimum Payments**

OPDATE 01:09:97 on and from

9.12.1 Any officer who reports for duty at the rostered time and who is then, or subsequently, required to cease work and report for another shift later in the same day is to be provided with a minimum of 3 hours work or be paid a minimum of 3 hours per pay, at the appropriate rate for the first period of duty in that day.

9.12.2 Any officer called back for special duty outside of ordinary working hours is to be paid for a minimum of 3 hours work at the appropriate rate for each time the officer is recalled; except that this subclause will not apply in cases where it is customary for an officer to attend for duty to perform a specific job outside the officer's ordinary working hours.

**Clause 9.13 Recreation Leave**

OPDATE 01:09:97 on and from

9.13.1 Except as provided for 9.13.2, an officer other than a casual employee, will on the completion of 12 months continuous service (less the period of recreation leave), be granted 4 working weeks recreation leave.

9.13.2 An officer other than a casual employee, regularly rostered over seven days per week, including ordinary rostered hours on Sunday and public holidays, will on the completion of 12 months continuous service (less the period of recreation leave) be granted 6 working weeks recreation leave. Recreation leave granted in accordance with the provisions of this subclause is in substitution for and not cumulative upon recreation leave provided for in 9.13.1.

9.13.3 In applying the provisions of 9.13.1 or 9.13.2, the principle to be adhered to is that an officer is entitled to a period of 4 or 6 working weeks recreation leave, as appropriate, and a maximum of 12 programmed days off in each year of service. In accordance with that principle the period of recreation leave must include one day that would otherwise have been a programmed day off and the period of recreation leave is not to be extended by that one day. However, any additional programmed days off occurring during a period or periods of recreation leave with respect to any one service year, will result in the period of recreation leave being extended by one day for each such additional programmed day off.

**PART 10 - SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED AS FISHERIES OFFICERS**

OPDATE 01:09:97 on and from

For employees employed as Fisheries Officers the following conditions will apply in lieu of the other relevant conditions elsewhere in this award. (But see Clause 5.3.13 for Allowances)

**Clause 10.1 Hours of Duty**

OPDATE 01:09:97 on and from

10.1.1 The hours of duty of a Fisheries Officer will be an average of 150 per four week period to be worked irregularly over 7 days including public holidays as determined by the employer except that:-

10.1.1.1 Unless otherwise agreed between the employer and the officer an officer will not work more than 20 days in a four week period;

10.1.1.2 No officer will work for more than 10 consecutive days without a break;

10.1.1.3 An officer will be entitled to at least 8 consecutive hours break between the finish of one duty period and the commencement of the next duty period unless otherwise agreed between the employer and the officer;

10.1.1.4 Where an officer is required to work on average more than 37.5 hours per week, such excess hours should, where possible, be taken off within the four-week period in which they accrue. However, where because of special circumstances an officer accrues hours in excess of 150 per four-week period, such excess hours must be taken off during the following four-week period.

**Clause 10.2 Public Holidays**

OPDATE 01:09:97 on and from

10.2.1 Where a public holiday falls on any day between Monday to Friday (both inclusive) in a four-week period, the actual hours of duty required to be worked in that period is to be reduced by 7.5 hours for each public holiday which so falls.

**PART 11 - SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED AS TRAFFIC INSPECTORS**

OPDATE 01:09:97 on and from

For employees employed as Traffic Inspectors the following conditions will apply in lieu of the other relevant conditions elsewhere in this award. (But see Clause 5.3.14 for Allowances)

**Clause 11.1 Hours of Duty**

OPDATE 01:09:97 on and from

11.1.1 The hours of duty of a Traffic Inspector will be an average of 152 per four week period to be worked over 7 days including public holidays.

11.1.2 The normal hours of duty of Assistant to Traffic Inspectors and Traffic Inspectors are to be worked according to shift rosters determined by management and the following provisions apply:

11.1.2.1 "Afternoon shift" - means a completed rostered shift commencing not earlier than 12 noon.

11.1.2.2 "Night shift" - means a completed rostered shift worked substantially between the hours of 7.30 p.m. and 8.00 a.m. and finishing after midnight.

11.1.3 Shift work allowance, calculated at 15 per cent of annual salary, is to be paid for afternoon and night shifts worked as part of the ordinary hours of duty.

11.1.4 Payment of the allowance specified in 11.1.3, will be subject to the overtime salary limits prescribed in 6.1 and the allowance is not to be taken into account in the calculation of overtime or in determining any allowance based on salary.

11.1.5 The allowance specified in 11.1.3 is not to be paid in respect of any shift for which any other form of penalty payment is made.

11.1.6 Ordinary rostered hours (ie not being overtime) worked between 12 midnight on Friday and 12 midnight on the following Sunday are to be paid at a rate of 150 per cent of the ordinary rate.

11.1.7 Ordinary rostered work commenced before 7.00 a.m. are to be paid at a rate of 115 per cent of the ordinary time worked before 7.00 a.m. except that this subclause is not to apply to an employee entitled to the payment of penalty rates provided for under 11.1.1 and 11.1.6.

11.1.8 Work required on any public holiday prescribed in the Holidays Act, 1910 - 1971 (or days observed in lieu thereof), or on any day proclaimed as a public holiday throughout the State in accordance with the Act will be paid at the rate of 250 per centum of the ordinary rate or, by agreement between the employer and employee, at the rate of 150 per centum with time off equal to the time worked on that day in lieu of the rate prescribed by this subclause.

**Clause 11.2 Duty Hours**

OPDATE 01:09:97 on and from

11.2.1 For the purposes of this award duty commences from the time when a Traffic Inspector and an Assistant to Traffic Inspector occupy a motor vehicle for the purpose of policing the relevant legislation. Duty hours carried out in the office will be according to the roster determined by the employer.

**Clause 11.3 Overtime**

OPDATE 01:09:97 on and from

11.3.1 Requirement to work overtime

An employee may be required by the employer to work reasonable overtime.

11.3.2 "Overtime" means all work performed in excess of 160 hours in twenty-eight consecutive days or in excess of or outside 8 hours in any one day or shift. In calculating overtime each day or shift stands alone.

11.3.3. Overtime is to be paid at the rate specified in this clause, except, that if the employer and the employee agree, time off (equivalent to the actual hours of overtime worked) may be granted in lieu of payment for such overtime.

11.3.4 Where an employee elected to work overtime and asks to be paid for such overtime, the employee must obtain authority from the employer prior to commencing the working of overtime.

### 11.3.5 Payment

11.3.5.1 On Monday to Friday inclusive - at the rate of time and a half for the first 3 hours and double time thereafter.

11.3.5.2 On a Saturday (other than a Saturday which is a public holiday) or Sunday -

(i) If the whole of the overtime was worked on a Saturday before noon at the rate of time and a half for the first 3 hours, double time thereafter,

(ii) If the overtime was worked both before and afternoon on the same Saturday - for the time worked before noon at the rate of time and a half for the first 3 hours, double time thereafter and for the time worked after noon at the rate of double time with a minimum payment as for 3 hours worked on that day.

(iii) If the overtime was worked only after noon on a Saturday or at any time on a Sunday - at a rate of double time for all time worked with a minimum payment as for 3 hours work.

(iv) On a public holiday which falls on Monday to Saturday inclusive - at a rate of double time and half for all time worked, with a minimum payment as for 3 hours work.

**PART 12 - SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED AS SESSIONAL RIDERSAFE INSTRUCTORS**

OPDATE 21:12:2006 on and from

For employees employed as Sessional Ridersafe Instructors the following conditions apply.

**Clause 12.1 Definitions**

OPDATE 21:12:2006 on and from

“Sessional Ridersafe Instructors (SRI)” – means an employee who is part of a pool of Instructors who are required to deliver a defined program of instruction in motorcycle riding instruction on a sessional basis.

**Clause 12.2 Hours of Duty**

OPDATE 21:12:2006 on and from

The ordinary hours of Sessional Ridersafe Instructors are between 7.30am and 5.00pm on a Saturday and/or Sunday.

**Clause 12.3 Meal Break**

OPDATE 21:12:2006 on and from

A minimum meal break of 30 minutes per day is to be taken by all employees. That time will not count as part of an employee’s ordinary working hours. In any event no employee will be required to work more than 5 hours without such a break.

**Clause 12.4 Rate of Pay for an RSI**

OPDATE 21:12:2006 on and from

12.4.1 A Sessional Ridersafe Instructor is paid at the rate of Operational Services Stream, Level 2 (“OPS-2”).

12.4.2 For each hour worked one-thirty-eighth of the weekly rate prescribed by this Award for the work performed and thirty (30) per cent loading will apply in lieu of all other penalties within this Award.

12.4.3 The thirty (30) per cent loading is to compensate for the irregular and unusual hours of Sessional Ridersafe programs and in lieu of sick and annual leave entitlements.

12.4.4 The rate of pay as prescribed in this clause is for all time worked Saturday and/or Sunday between 7.30am and 5.00pm.

**Clause 12.5 Incremental Increase**

OPDATE 21:12:2006 on and from

A Sessional Ridersafe Instructor will be entitled to an increase in the rate of weekly pay to the next increment level after completion of 48 weekends of sessional instruction.

**Clause 12.6 Cancellation of a Ridersafe Program on a Sunday or Sunday**

OPDATE 21:12:2006 on and from

In the event that less than 24 hours notice of cancellation is given to a Sessional Ridersafe Instructor, then the Instructor will be paid an amount equivalent to the rate that would have been payable for the session of work for that day at the rate prescribed in Clause 12.4.

**PART 13 - SPECIAL CONDITIONS FOR EMPLOYEES EMPLOYED AS PROTECTIVE SECURITY OFFICERS**

OPDATE 11:06:2008 on and from

For employees employed as “Protective Security Officers” pursuant to the Protective Security Act 2007 the following conditions contained in this Part are to be read and interpreted in conjunction with the rest of the Award and will prevail to the extent of any inconsistency over any provisions contained elsewhere in this Award.

**Clause 13.1 Definitions**

OPDATE 11:06:2008 on and from

**Day worker** means an employee whose ordinary hours of work prescribed herein must be worked continuously, except for meal breaks, between 6.00 a.m. to 6.00 p.m. at the discretion of the employer.

**Shift worker** means an employee whose ordinary hours are to be worked continuously, excluding meal breaks between the following shifts:

- (i) Night shift;
- (ii) Afternoon shift; and
- (iii) Day shift.

**Night shift** means any rostered shift finishing after midnight but before or at 8.00 a.m.

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

**Day Shift** means any rostered shift commencing at or after 6.00 a.m. and finishing before or at 6.00 p.m.

**Rostered shift** means any shift as defined in the definitions for Night, Afternoon and Day shift above or in subclause 13.3.8 in respect to 12 hour shifts.

**Seven day worker** means 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.

**Approved training course** means a course approved by the Commissioner of Police whether or not it involves an examination or test or is a prerequisite for promotion and for which a Protective Security Officer attends as a result of either an application to attend the course or an application for promotion to a position for which attendance at the course is a requirement.

**PSO Qualification Program** means Protective Security Officer Qualification Program or subsequent course or courses as approved by the Commissioner of Police.

**Clause 13.2 Casual employment**

OPDATE 01:10:2019 on and from

13.2.1 A casual employee is one who is engaged by the hour and paid as such. For ordinary working hours a casual employee is to be paid the appropriate salary and allowance prescribed by this award for the work performed plus 25 per cent to compensate for the lack of sick and annual leave entitlements and payment for public holidays not worked.

13.2.2 Clause 4.2 of this Award does not apply to Protective Security Officers.

**Clause 13.3 Hours of Work**

OPDATE 11:06:2008 on and from

13.3.1 The ordinary hours of work are an average of 38 per week worked on one of the following basis:

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

13.3.2 Employees must work at such times as the employer may require. However, the following conditions apply:

- (i) A shift must consist of not more than 10 hours except as provided for in paragraph (iii). However, in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned;
- (ii) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each twenty-four hours;
- (iii) By agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked.

13.3.3 The ordinary hours of work are an average of thirty eight (38) hours per week, as provided in Clause 13.3.1 and will be determined as follows:

- (i) By an employee working less than 8 hours each day within a work cycle; or
- (ii) By an employee working less than 8 hours on one or more days within a work cycle; or
- (iii) By identifying one or more days within a work cycle during which time an employee will not work (non working days).

13.3.4 Notification of variation to the rostered hours or shift

When it is necessary to vary the employee's rostered hours or shift the employer must advise the employee of the variation no later than 48 hours immediately prior to the day or shift for which the rostered hours are varied. When it is necessary to vary the employee's rostered hours or shift at shorter notice it must be by mutual consent.

The ordinary hours of work prescribed in 13.3.1 may be worked:

- (i) On any day or all of the days of the week, Monday to Friday; or
- (ii) According to roster over 6 or 7 days per week as required.

13.3.5 The day of the week with which a shift is identified is determined by the day in which the greater portion of the shift is worked.

13.3.6 Programmed Day Off

The roster for employees who work 8 ordinary hours (or more) per shift will include 1 week day in each work cycle which will be designated as a programmed day off without loss of pay. Programmed days off will be allocated on the following basis:

- (i) An employee shall not be entitled to more than 12 programmed days off in a period of 12 calendar months;
- (ii) An employee whose programmed days off are disrupted by virtue of recall to duty will be granted an alternative programmed day off and accrue those programmed days off, which are disrupted, to a maximum of 5;
- (iii) Where possible programmed days off should be rostered so that they may be taken in conjunction with rostered days off duty;
- (iv) 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.

Personal leave entitlements do not apply on programmed days off.

13.3.7 Rostered Days Off

An employee, whose rostered day off falls on a public holiday, that being a Monday to Friday inclusive, will receive an extra days pay in respect of such day. If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

Except as provided by Clause 13.3.4, should an employee be required to work or be recalled to work on one or all of his rostered days off the time so worked is not to be deferred but shall count as overtime or recall and be paid in accordance with Clause 13.5.2.



### 13.3.8 12 Hour Shifts

Following discussions and agreement between the employer and employees, and in accordance with clause 13.3.2, where a 12 hour shift configuration is worked on a rotating shift basis, one shift will be nominated as a day shift span attracting the ordinary rates of pay and the other shift will be nominated as the night shift span attracting the ordinary rate of pay plus the penalty loading set out in clause 13.6.3. This shall be the case regardless of the actual hours over which both shifts are worked.

### **Clause 13.4 Meal Breaks**

OPDATE 11:06:2008 on and from

13.4.1 An employee is entitled to an unpaid meal break of 30 minutes or a paid crib break of twenty minutes as determined by the employer.

13.4.2 When an employee is interrupted during an unpaid meal break, by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable. Should it be impracticable for the employee to have a meal break during the remainder of his/her ordinary working hours, he/she shall receive overtime pay for the interrupted meal break.

13.4.3 An employee working overtime shall be allowed a paid meal break of 20 minutes after four hours of overtime has been worked provided there is a necessity for the member to continue to work after the meal break.

13.4.4 Clause 5.3.1 of this Award does not apply to Protective Security Officers.

### **Clause 13.5 Overtime/Recall**

OPDATE 11:06:2008 on and from

13.5.1 All time worked in excess of ordinary hours as prescribed by Clause 13.3 shall be considered overtime.

#### 13.5.2 Overtime Rates

The rates of payment for all time worked in excess of or outside ordinary hours will be paid at the rate of time and half for the first 3 hours and double time after that from Monday to Friday; On a Saturday at a rate of time and a half for the first 3 hours and double time thereafter, except that all time worked in the afternoon will be at the rate of double time, and double time for all such time worked on Sunday. All time worked outside the ordinary hours on a Public Holiday shall be double time and a half.

13.5.3 When the recall period is continuous with the commencement of ordinary hours for the day or shift, the three hour minimum provision does not apply. Overtime at applicable rates will be paid from the actual time of commencing the recall to the time of commencement of ordinary hours for that day or shift.

13.5.4 Time worked in excess of ordinary hours in any day or shift shall not be considered overtime unless it exceeds thirty minutes. Overtime shall be calculated to the nearest fifteen minutes.

13.5.5 When employees are required to work overtime such overtime shall be calculated on the employee's basic rate of pay.

13.5.6 Overtime must be authorised

Payment for overtime will only be made if approved by the employer prior to it being worked.

#### 13.5.7 Time off in lieu of overtime

Payment will be made for overtime worked as prescribed in subclause 13.5.2. However, where an employee requests equivalent time off in lieu of the overtime worked during the same pay period in which the overtime 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.

13.5.8 Time off in lieu may be permitted to accumulate up to 24 hours.

**Clause 13.6 Shift Work**

OPDATE 11:06:2008 on and from

**13.6.1 Rosters**

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

**13.6.2 Variation by Agreement**

Once having been determined, shift rosters, may be varied by agreement between the employer and the majority of the employees concerned to suit the circumstances of the establishment, or, in the absence of agreement, by seven days notice of alteration given by the employer to the employees.

**13.6.3 Shift Allowances**

A shift worker whilst on afternoon or night shift will be paid for such shift 15 per cent more than such employee's ordinary rate.

**13.6.4 Approved Training Course**

Overtime and shift allowances shall not apply to Protective Security Officers attending approved training courses.

**Clause 13.7 Annual Leave**

OPDATE 11:06:2008 on and from

**13.7.1 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:

If employed other than as a seven day week worker - Four weeks annual leave with pay.

If employed as a seven day week worker - Five weeks annual leave with pay.

13.7.2 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.

13.7.3 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.

For the purpose of 13.7.3, 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.

An employee on completion of twelve months continuous service (less the period of leave) is entitled to annual leave, exclusive of paid public holidays accrued on a pro rata basis and taken at a time or times mutually agreed to between the employer and the employee.

13.7.4 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) 13.33 hours (160 hours/12 months) for an employee entitled to 4 weeks annual leave;
- (iii) This monthly rate of accrual applies in calculating pro-rata leave on termination or for the purposes of annual close down.

13.7.5 Employees who are entitled to programmed days off must include one programmed day off during the period of annual leave and annual leave is not to be extended by that one day.

**13.7.6 Annual Leave Loading**

Each employee 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 13.7.1 – either:

a loading of 17.5 per cent calculated on the total of the award rate of pay for the appropriate classification 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 13.7.1 - either,

a loading of 20 per cent calculated on the total of the award rate of pay for the appropriate classification, 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 the greater.

13.7.7 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.

13.7.8 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.

13.7.9 Where a public holiday does not fall 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 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.

#### **Clause 13.8 Personal Leave**

OPDATE 11:06:2008 on and from

13.8.1 A medical certificate will not be required for a period of absence of not more than three days unless requested by the employer.

13.8.2 An employee applying for personal leave in excess of three days shall obtain a certificate as to his/her condition from a legally qualified medical practitioner, and forward the certificate with the application for leave in accordance with established procedure through official channels.

13.8.3 An employee unable to commence duty through illness shall whenever practicable, cause his/her immediate superior to be notified at least one hour before the time of commencing duty.

13.8.4 Other than prescribed in 13.8.1, 13.8.2 and 13.8.3, the provisions contained in clause 7.1 of this Award apply.

#### **Clause 13.9 Higher duties**

OPDATE 11:06:2008 on and from

Higher duties are paid when an employee performs duties at a higher level than his or her substantive rank for a continuous period of one week. For the purposes of this clause, one week shall mean five working days which shall be consecutive unless broken by rostered or programmed days off duty.

#### **Clause 13.10 Payment of Wages**

OPDATE 11:06:2008 on and from

13.10.1 Salaries and wages shall be paid fortnightly.

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

**Clause 13.11 Daylight Saving**

OPDATE 11:06:2008 on and from

13.11.1 Where summer time is prescribed as being in advance of the standard time, the length of any shift:

- (i) Commencing before the time prescribed for the commencement of the summer time period and,
- (ii) Commencing on or before the time prescribed for the termination of the summer time period,

will be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end of it, the time of the clock in each case to be set to the time fixed in accordance with the daylight saving legislation.

13.11.2 In this sub-clause the expressions "standard time" and "summer time" have the same meaning as prescribed by the daylight saving legislation.

**Clause 13.12 Penalties**

OPDATE 11:06:2008 on and from

13.12.1 Employees, whose ordinary hours of duty are rostered over six or seven days of the week, are to be paid for work done during ordinary rostered hours (i.e. not being overtime) between 12 midnight on Friday and 12 midnight on the following Sunday, an additional payment calculated at the rate of 50 per centum of their ordinary rate. Such extra rate will be in substitution for and not cumulative upon the shift allowances prescribed in subclause 13.6.3.

13.12.2 Where an employee completes a rostered shift which commences before midnight and finishes after 8.00 am (and there is no entitlement to overtime) the employee will be paid the night shift allowance for the entire shift worked.

13.12.3 Where an employee completes a rostered shift which commences before noon and finishes after 6.00 pm (and there is no entitlement to overtime) the employee will only be paid the afternoon shift allowance for the period of time worked after 6.00 pm.

13.12.4 Where an employee completes a rostered shift which commences before 6.00 am and finishes after 8.00 am (and there is no entitlement to overtime) the employee will only be paid the night shift allowance for the period of time worked until 6.00 am.

**Clause 13.13 Public Holidays**

OPDATE 11:06:2008 on and from

13.13.1 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.

**Clause 13.14 Transition**

OPDATE 11:06:2008 on and from

13.14.1 Transition

Any Security Officer employed by South Australia Police under the Government Services Award on the date that the Protective Security Act 2007 is proclaimed and is appointed as a Protective Security Officer shall transition to the new Award and employment conditions on the following basis:

- (i) GSE Level 3 Security Officer will transition to OPS Level 1 increment 6 and in addition will receive the PSO Transitional Allowance in lieu of any previous allowances paid.
- (ii) GSE Level 4 Security Officer will transition to OPS Level 1 increment 6 and in addition will receive the PSO Transitional Allowance in lieu of any previous allowances paid.
- (iii) GSE Level 5 Security Officer will transition to OPS Level 2 increment 1 and in addition will receive the PSO Transitional Allowance in lieu of any previous allowances paid. The employee will remain at that incremental point until the employee has successfully completed the "PSO Qualification Program".
- (iv) GSE Level 6 Security Officer will transition to OPS Level 3 increment 1 and in addition will receive the PSO Transitional Allowance in lieu of any previous allowances paid. The employee will remain at that incremental point until the employee has successfully completed the "PSO Qualification Program".

13.14.2 On successful completion of the “PSO Qualification Program” a transitioned employee will:

- (i) Be paid the PSO Qualification Allowance in lieu of the Transition Allowance; and
- (ii) Will progress to the next incremental point in their Operations Stream classification level on an annual basis commencing one year from the date of successfully completing the PSO Qualification Program.

#### Clause 13.15 Allowances

OPDATE 01:10:2019 on and from (S99 Review)

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

##### 13.15.1 Transitional Allowance

A Protective Security Officer Transition Allowance of \$1,376.15 per annum (payable fortnightly and for all purposes) is payable to all Security Officers employed by SAPOL on the date that the Protective Security Act, 2007 is proclaimed that accept transition and appointment as a Protective Security Officer. The allowance is paid in recognition of the accountabilities and responsibilities as a Protective Security Officer through:

- (i) The requirement of the Protective Security Act, 2007 to make an oath or affirmation on appointment as a Protective Security Officer;
- (ii) The requirement to comply with the ‘Code of Conduct’ and ‘Minor Misconduct’ processes provided by the Protective Security Act;
- (iii) The requirements of the *Police Complaints and Discipline Act 2016* (as amended), and jurisdiction of the Protective Security Officer Disciplinary Tribunal.

Payment of the Protective Security Officer Transition Allowance will cease at such time as an officer successfully completes the “PSO Qualification Program” and becomes eligible for the Protective Security Officer Qualification Allowance.

**Note:** The definition of “all purposes” for the purpose of this Clause means that the allowance is treated as part of an employee’s base salary, which includes but is not limited to it being payable for superannuation purposes, leave and penalty rates.

##### 13.15.2 Protective Security Officer Qualification Allowance

A Protective Security Officer Qualification Allowance of \$2,064.05 per annum (payable fortnightly and for all purposes) is payable to Protective Security Officers on successful completion of the “PSO Qualification Program” in recognition of the accountabilities and responsibilities of a Protective Security Officer through:

- (i) The requirement of the *Protective Security Act, 2007* to make an oath or affirmation on appointment as a Protective Security Officer;
- (ii) The requirement to comply with the ‘Code of Conduct’ and ‘Minor Misconduct’ processes provided by the Protective Security Act;
- (iii) The requirements of the *Police Complaints and Discipline Act 2016* (as amended), and jurisdiction of the Protective Security Officer Disciplinary Tribunal;
- (iv) The successful completion of applicable training and ongoing maintenance of knowledge and skills, that results in the:
  - Provision by the Commissioner of Police of the authority to exercise powers provided by the *Protective Security Act, 2007*.
  - The responsibility to carry and when necessary use tactical options including, defensive spray, baton, handcuffs and firearms.

**Note:** New Protective Security Officer recruits will not receive the allowance for the period of training (eg first 9 weeks of employment).

**Clause 13.16 Qualification**

OPDATE 11:06:2008 on and from

13.16 Protective Security Officers first employed by South Australia Police on or after the date that the *Protective Security Act 2007* comes into force will commence employment as OPS-1 increment 4. Upon successful completion of the PSO Qualification Program the employee will receive the Protective Security Officer Qualification Allowance. In addition the Protective Security Officer will progress to the next incremental point in that classification level on an annual basis commencing one year from the date of successful completion of the PSO Qualification Program.

# **S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD**

## **SCHEDULE 1. STATUTORY AUTHORITY RESPONDENTS**

OPDATE 01:10:2019 on and from

List of Statutory Authority Employers who are Respondents to the Award.

Carclew Youth Arts Centre  
Country Fire Service  
Dairy Authority of South Australia  
Education Standards Board  
History Trust of South Australia  
Lotteries Commission of South Australia  
Office of the Legal Profession Conduct Commissioner  
Senior Secondary Assessment Board  
South Australian Metropolitan Fire Service  
South Australian Tourism Commission  
TAFE SA  
Teachers Registration Board of South Australia  
Urban Renewal Authority  
West Beach Trust

## S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

### SCHEDULE 2. OCCUPATIONAL CATEGORIES OF EMPLOYEE RESPONDENTS

OPDATE 11:06:2008 on and from

List of the Occupational Categories of Employees who are Respondents to the Award.

Access Assistants	Guidance Officers
Administrative Officers	Head Porters
Agricultural Extension	Health Surveyors
Agricultural Officers - General	Horticultural Inspectors
Agricultural Scientists	Horticulturalists
Anthropologists	Housekeepers
Archaeologists	Information Technologists
Architects	Inspectors - Miscellaneous
Archivists	Inspectors, Plumbing & Drainage Safety and Health Related
Art Educators	Instructors - Industry/Activity Advisors
Artists	Librarians
Audiologists	Library Technicians
Biologists	Licence Examiners
Botanists	Management & Inspection
Building Trades Related	Managers Information Technology
Bulk Handling Supervisors	Manipulative Officers
Caretakers	Marine Safety Officers
Chemists	Messengers
Chief Correctional Officers	Metal Trades Related
Clerical Officers	Meter Readers
Clinical Psychologists	Microbiologists
College Resource Officers	Music Therapists
Computer Services Officers	National Parks Rangers/Inspectors
Computer Systems Officers	Navel Architects
Cooking & Catering Staff	Night & Day Officers
Conservators	Occupational Therapists
Correctional Officers	Operational Services
Correctional Industry Officers	Optometrist
Court Reporters	Orthoepists
Curators	Orthotic Technicians
Darkroom Technicians	Orthoptists
Dental Hygienist	Paramedical Aides
Dental Nurse	Perfusionists
Dental Technicians	Pharmacists
Dental Therapist	Pharmacy Assistants
Dietitians	Photographers
Electro-Recordists	Physical Educators
Energy Project Officers	Physical Training Instructors
Engineers	Physicists
Family Day Care Field Workers	Physiotherapists
Farm & Garden	Planning Officers
Farm Supervisors	Podiatrists/Chiropodists
Field Officers, Road Safety Council	Primary Industry Economists
Film Production Personnel	Printing (Departments)
Film Strip Attendant	Printing (Government Printer)
Fisheries Officers	Prison Managers
Fisheries Researchers	Production Control Officers
Foreman & Supervisors (7 days)	Professional Social Workers
Forensic Scientists	Protective Security Officers
Forestry Officers	Psychologists
Geologists	Publicity and Promotion Officers
Government Supervisors	Pumping Superintendents
Graduate Officers	Quantity Surveyors
Grain Inspectors	Radiographers



Rangers & Related  
Research Officers  
Residential Care Workers  
Ridersafe Instructors  
Scientists  
Security Officers  
Service Managers  
Sociologists  
Speech Pathologists  
Sports Scientists  
Staff Development Officers (previously classified as Social  
Workers)  
Standards Officers  
Storekeepers & Related  
Supervisor Animal House  
Supervisors Hospitals  
Supervisors & Inspectors (Metal Trades)  
Surveyors  
Tape Services Supervisors  
Technicians  
Technical Officers/Technical Assistants  
Technical Services Officers (Fisheries)  
Tipstaves  
Trade Instructors  
Translators/Interpreters  
Traffic Inspectors  
Transport Officers  
Valuers  
Veterinary Officers  
Veterinary Pathologists  
Veterinary Scientists  
Waterworks Inspectors  
Workshop Superintendents  
Zoologists

# S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

## SCHEDULE 3. CLASSIFICATION CRITERIA

OPDATE 01:10:2019 on and from

### ADMINISTRATIVE SERVICES STREAM

#### Overview

The Stream Work Level definitions form one part of the total classification criteria package for the Administrative Services Stream. In classifying positions regard must be had to Career Group Work Level definitions and Position Information documents contained in the published Classification Standards by the Commissioner for Public Sector Employment in accordance with the *Public Sector Act 2009* and as varied from time to time.

The following occupational groups are incorporated into the classification structure:

Clerical Officers  
Administrative Officers  
College Resource Officers  
Computer Systems Officers  
Information Technologists  
Managers Information Technology  
Computer Services Officers  
Court Reporters  
Graduate Officers  
Manipulative Officers  
Publicity and Promotion Officers  
Translators/Interpreters  
Research Officers  
Prison Managers  
Service Managers  
Tipstaves  
Standards Officers  
Family Day Care Field Workers  
Library Technicians  
Staff Development Officers (previously classified as Social Workers)

#### Streamwork Level Definitions

**Level 1 (ASO-1).** At level 1 positions may have the following features:-

First level positions develop and change in accordance with the experience and competence of individual employees.

Work will initially require completion of standardised work routines. The work has clearly defined objectives with performance outcomes being readily observable or able to be closely monitored.

As individual employees develop more experience and knowledge they exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

Positions at this level progressively involve an employee in a range of activities requiring the use of:-

written and numeric skills;  
clerical skills;  
written and verbal communication;  
equipment skills (eg. keyboard);  
and other work skills appropriate to the discipline.

These skills are readily transferable between organisations.

### Characteristics of Level 1

#### Knowledge/Experience

- basic knowledge of clerical and administrative practices and procedures;
- some knowledge of relevant agency operations and the work discipline;

#### Responsibility

- require a limited degree of initiative and judgement;

#### Environment

- ready access to advice or assistance;
- induction level for the stream;
- adherence to instructions, established practices, procedures, and guidelines;
- continued on the job training and development of employees at this level;
- work outcomes are closely monitored.

### **Level 2 (ASO-2).** At level 2 positions may have the following features:-

Second level positions involve achieving clearly defined outcomes and/or problem solving; the position contributes specific knowledge or skills or information to the work of the agency. The position is distinguished from the first level by the nature, scope and complexity of the function.

The position is distinguished from the first level by reason of the nature, scope and complexity of the function being greater than positions at Level 1 i.e. the responsibility for receiving work, determining the priorities to ensure end results are achieved.

This level of work is identified by particular work factors such as:-

the consequences of decisions;  
the level of communication skills required;  
the nature and importance of the judgements exercised;  
the complexity of the work and the size of the work organisation.

### Characteristics of Level 2

#### Knowledge/Experience

- Knowledge of established work practices and procedures;
- general discipline knowledge and experience;
- working knowledge of agency operations;

#### Responsibility

- requires the application of initiative and/or judgement;
- undertake responsibility for a minor agency function;
- perform a discrete group of activities on an individual basis;

#### Environment

- general direction;
- scope for interpreting the rules, regulations, guidelines, instructions and procedures;
- agency size may impact upon involvement in activities i.e. in a small agency positions may involve a range of activities but in large agency may involve fewer activities but in greater depth;
- work outcomes are normally monitored.

**Level 3 (ASO-3).** At level 3 positions may have the following features:-

Third level positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices.

Positions are required to contribute expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

General features of positions at this level indicate the use of knowledge, judgement and work organisation skills acquired through previous employment or through post secondary education.

Positions involve a range of work functions or contribute to interpretation and administration of matters for which there are not clearly established practices or procedures.

Characteristics of Level 3

Knowledge/Experience

- broad knowledge of the agency's functions and activities;
- sound knowledge of the major activity performed within the work area;
- may have attained a required level of knowledge in a particular discipline through post secondary education;

Responsibility

- have responsibility for one or more minor functions within an agency;
- may set outcome objectives;
- be required to exercise initiative and judgement;

Environment

- is the appointment level for duties which are complex and specialised requiring the development of expertise over time and previous knowledge or skills;
- may exercise initiative in the application of established practices or procedures.

**Level 4 (ASO-4).** At level 4 positions may have the following features:-

Fourth level positions demand responsibility for particular function(s) within an agency, contribute a demonstrated level of knowledge/experience and will be expected to operate with a degree of autonomy.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. In addition, positions will contribute knowledge to agency programme activities and/or policy and require the use of skills and techniques appropriate to the work discipline.

The work requires:-

the co-ordination of a range of agency functions;  
the identification of potential or desired outcomes;  
the contribution of critical knowledge or skills and the exercising of judgements and/or delegated authority in areas where precedents or procedures are not clearly defined.

The position may have impact that extends to the community and other agencies or have significant day to day administrative responsibilities within an agency.

Characteristics of Level 4

Knowledge/Experience

- knowledge of agency programmes, policies and activities;
- sound discipline knowledge gained through experience, training or education;
- knowledge of the role of agency structures and/or service functions;

### Responsibility

- responsibility for a range of functions within an agency;
- exercise administrative responsibility for a unit of agency activity;
- undertake minor projects which may have impact on agency operations but have limited management significance;
- exercise initiative and judgement where procedures are not clearly defined;
- identification of specific or desired performance outcomes;

### Environment

- limited direction;
- work within broadly defined guidelines; and
- exercise a degree of autonomy in the discharge of duties.

### **Level 5 (ASO-5).** At level 5, positions may have the following features:-

Fifth level positions demand demonstrated experience and competence in the appropriate discipline(s). Important features include the level of responsibility for decision-making; the exercise of judgement and delegated authority; the provision of expert advice, consultation and assistance relevant to the discipline(s) involved.

Positions work under limited direction and are identified by:-

the impact on the activities undertaken or outcomes achieved by the agency;  
the functions and/or activities undertaken by other agencies and/or sections of the community served by the agency.

### Characteristics of Level 5

#### Knowledge/Experience

- discipline knowledge gained through experience, training or education;
- knowledge of agency programme activities and government policies;
- knowledge of organisation structures or functions;

#### Responsibility

- provide advice on matters of some complexity within the discipline(s);
- approve documentation to ensure statutory requirements are met;
- undertake significant projects requiring the use of analytical skills and preparation of written reports with recommendations;
- negotiate on matters of significance within the agency, with other bodies or agencies and members of the public;
- control and co-ordinate elements of a total agency programme;
- may undertake the span of duties for a single function within a discipline, including problem definition, planning, execution of judgement and delegated authority and analysis of results.
- contributes to the development of new techniques and methodology;
- undertake duties which involve more than one discipline within an agency;
- may provide consultancy services to agencies for a specific range of activities.

#### Environment

- limited direction given;
- may operate as either a member of specialist or multi-disciplinary team or independently;
- works within the prescribed limits, scope and objectives of an activity/project;
- selects methods and techniques based on sound judgement;
- may report directly to a client.

### **Level 6 (ASO-6).** At level 6 positions may have the following features:-

Sixth level positions control and/or co-ordinate projects or programmes within an agency in accordance with corporate goals, and require the development, implementation and evaluation of agency activities. Positions require significant levels of discipline knowledge and competence and the work is an extension of the previous level.

The scope of the position may influence state, regional or local office operations, and require:-

a significant level of responsibility and decision making;  
the exercise of judgement and delegated authority;  
the provision of expert advice, consultation and assistance;  
and policy advice relevant to the discipline involved under limited direction.

#### Characteristics of Level 6

##### Knowledge/Experience

- general knowledge of government policy and agency procedures;
- requires a significant level of discipline knowledge and competence gained through experience, training or education;

##### Responsibility

- review operations to determine their effectiveness;
- provide advice on policy matters and contribute to its development;
- develop, implement and evaluate significant work programmes;
- control and co-ordinate programmes within an organisation in accordance with its corporate goals;
- provide a consultancy service to a wide range of clients;
- undertake duties of more sensitive, innovative, novel, complex, and/or critical nature under limited direction;

##### Environment

- authority exercised is limited by rules, procedures, regulations or agency operating instructions;
- scope of the position may influence state, regional or local office operations; and
- broad direction given.

#### **Level 7 (ASO-7).** At level 7 positions may have the following features:-

Seventh level positions are required to plan and implement agency objectives within the context of established corporate goals. They require a comprehensive discipline knowledge; significant expertise and competence; the ability to formulate, implement, monitor, and evaluate projects and programmes within broad direction only.

Positions at this level impact significantly upon agency objectives and goals, and contribute towards the development of government policy.

Work at this level is distinguished by its focus which is directed to a particular community or agency programme or objective and/or its impact on service wide programme delivery.

The level of the position is affected by the complexity and diversity of the operating environment in which it is located. That is, positions at level 7 can be distinguished from positions at level 6 by reason of the greater nature, scope and complexity of the function.

#### Characteristics of Level 7

##### Knowledge/Experience

- detailed knowledge of government policy, agency procedures and practices;
- application of a high level of discipline knowledge;

##### Responsibility

- administer complex policy matters;
- devise and implement on-going plans and programmes for significant government policy areas or agencies;
- plan and implement agency objectives within corporate goals;
- initiate and formulate agency programmes;
- implement, co-ordinate and deliver agency programmes to achieve agreed objectives;

### Environment

- significant delegated authorities;
- scope of the position may be state wide or service wide;
- autonomy in determining methodology and responsibility for outcomes within broad parameters.

**Level 8 (ASO-8).** At level 8 positions may have the following features:-

Eighth level positions are responsible for a major programme or programmes at the statewide level or are of critical importance to the agency operating within broad policy guidelines.

There is a demand for very high levels of discipline expertise and experience combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the agency or of other agencies.

This level requires:-

a capacity for original thinking;  
creativity;  
the exercise of significant levels of independent judgement;  
and the exercise of delegated authority as required.

### Characteristics of Level 8

#### Knowledge/Experience

- detailed knowledge of government policies and procedures, and their application in relation to agency operations;
- very high level of discipline knowledge;

#### Responsibility

- may be responsible for service wide function;
- management of significant resources;
- broad direction only;
- significant role in the development of policies and setting objectives for work area;
- may provide a specialist consulting service within or across agencies;
- interpret, review and implement policy instructions;
- undertake complex project work;
- monitor the appropriateness of organisational design;
- formulate policies and plans for staff and organisational development;
- evaluate the results of programme activities against state objectives.

### Environment

- impact of decisions is significant within the operations of the work area and the agency; and
- significant delegated authorities.

## MANAGEMENT STRUCTURE CLASSIFICATION CRITERIA

### Group Definition Management Structure

The Management Structure provides for employees, who primarily:

Have specific responsibility and accountability for either a major agency function or a series of significant agency functions. This requires Managers to:

- determine operational policy and procedures for their work unit within the framework of agency requirements.
- ensure the timeliness, effectiveness, quality and efficiency of their work unit.

- have significant independence of action including the use, allocation and management of both financial and human resources within the constraints or guidelines laid down by Executive Management.
- undertake Personnel Management functions including planning, developing and implementing programmes associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Report directly to Executive (EL) levels or to be the Chief Executive and work under broad direction while exercising significant levels of independent judgement. The use of EL levels in this clause includes those positions which have a salary equivalent to or higher than EL levels but are not classified as such.

Have responsibilities that would warrant classification at or above the sixth level and (ASO-6) in the Administrative Services Stream.

#### Administrative Management Work Level Definitions

Having identified that a position satisfies the above definition, it is necessary to determine at which of the three levels the position should be classified. To assist in differentiating between the three Management levels, the following Work Level Definitions will apply.

##### Management Administrative Services Level 1 (MAS1)

Positions at this level would report to an Executive Level position and would normally be required to manage a small to medium sized branch or unit, responsible for a major agency function or a series of smaller agency functions.

The position would operate under limited direction and would require a high degree of discipline knowledge. Work at this level may influence state, regional or local office operations and there would also be a requirement for the exercise of significant levels of decision making, judgement and the exercise of delegated authority.

##### Manager Administrative Services Level 2 (MAS2)

Positions at this level would report to an Executive Level position and would have responsibility for managing a large branch or unit encompassing a major agency function or a series of major agency functions.

Work at this level is undertaken with limited direction in relation to priorities and the detailed content of the task. In addition, this level requires a high degree of discipline knowledge, a detailed knowledge of both Government policies and procedures and of their application in relation to agency operations.

##### Manager Administrative Services Level 3 (MAS3)

Positions at this level would report to an Executive Level or in some cases to the Chief Executive and would have responsibility for Managing a very large scale operation or a function of critical importance to the agency and the service.

Work at this level would require original thinking, creativity, the exercise of delegated authority. In addition, work at this level would be undertaken usually under very broad direction only and would involve responsibility for a major programme or programmes which have a significant impact beyond the agency itself.



## OPERATIONAL SERVICES STREAM

### Overview

The Stream Work Level definitions form one part of the total classification criteria package for the Operational Services Stream. In classifying positions regard must be had to Career Group Work Level definitions and Position Information documents contained in the published Classification Standards by the Commissioner for Public Sector Employment under Section 16 of the *Public Sector Act 2009* as varied from time to time.

Positions covered by these Standards are grouped together according to either the environment in which support services are provided, and/or the nature of those services, viz:-

- (a) Engineering and Construction Related
- (b) Field Operations
- (c) Research and Related
- (d) Health Services
- (e) Special Services
- (f) Human Services
- (g) Custodial Services

N.B. Not all work levels will necessarily be used within each Group.

### TERMINOLOGY

The following terms are used in this Part:

#### (a) Stream

One of four major career streams:-

1. Professional Services;
2. Technical Services;
3. Administrative Services;
4. Operational Services.

#### (b) Career Group

A grouping of homogeneous Disciplines undertaking similar or associated work.

#### (c) Close Direction

Employees working under close direction undertake a range of operational functions which are normally routine in nature with limited responsibility for the final outcome. Only limited discretion is available in selecting the appropriate means of completing work assignments.

#### (d) General Direction

Employees working under general direction undertake a range of operational functions and receive only general instruction for each work assignment. Discretion is normally available in selecting the appropriate means of completing assignments.

#### (e) Limited Direction

Employees working under limited direction undertake a range of operational functions and receive only a clear statement of objectives for work assignments and will require little guidance during assignments.

### CLASSIFICATION GROUPS

The following occupational groups shall be incorporated into the classification structure:

	Access Assistants
BTR	Building Trades Related
WF	Bulk Handling Supervisors
IP	Inspectors, Plumbing and Drainage

SHR-OSH	Safety & Health Related Management & Inspection
MTR	Metal Trades Related
PU	Pumping Superintendents
MT	Supervisors & Inspectors (Metal Trades)
WS	Workshop Superintendents
AG	Agricultural Officers - General
MGM	Farm Supervisor
FI	Field Officers, Road Safety Council
FSO	Field Service Officers
IF	Fisheries Officers
FSA	Foreman & Supervisors (7 days)
IMG	Grain Inspectors
HI	Horticultural Inspectors
IMM	Inspectors - Miscellaneous
LX	Licence Examiners
IMB	Marine Safety Officers
NP	National Parks Rangers/Inspectors
RA	Rangers & Related
TI	Traffic Inspectors
WI	Waterworks Inspectors
GS/GNS	Government Supervisors
OS	Operational Services
FT	Technical Services Officers (Fisheries)
DH	Dental Hygienist
DA	Dental Nurse
DS	Dental Therapist
PMA	Paramedical Aides
PY	Pharmacy Assistants
PT	Physical Training Instructors
CK	Cooking & Catering Staff
MGD	Darkroom Technicians
HS	Head Porters
HK	Housekeepers
PO	Chief Correctional Officers & Correctional Officers
PI	Correctional Industry Officers
MGN	Night & Day Officers
RCW	Residential Care Workers
CT	Caretakers
FG	Farm & Garden
MGF	Film Production Personnel
MGA	Film Strip Attendant
IN	Instructors - Industry/Activity Advisors
PD	Printing (Departments)
PG	Printing (Government Printer)
PC	Production Control Officers
RI	Ridersafe Instructor
MGC	Security Officers
SK	Storekeepers & Related
MGG	Supervisors Hospitals
MGK	Tape Services Supervisor
MGT	Technicians
TD	Transport Officer
TR	Trade Instructors
ME	Messengers
TV	Supervisor Annual House
MR	Meter Readers

**STREAM WORK LEVEL DESCRIPTION****Level (OPS-1)**

First level of operation. Employees at this level are subject to close direction and undertake functions requiring the practical application of basic skills and knowledge. Training is a predominant feature at this level.

**Level 2 (OPS-2)**

Second level of operation. Employees at this level are subject to general direction and undertake a range of functions requiring the practical application of acquired skills and knowledge.

**Level 3 (OPS-3)**

First level of supervision/third level of operation. Employees at this level are subject to general direction and undertake a range of functions requiring the practical application of a high level of skills and knowledge, and/or the supervision of a small work group.

**Level 4 (OPS-4)**

Second level of supervision/fourth level of operation. Employees at this level are subject to general direction and undertake a range of functions requiring the application of a very high level of skills and knowledge, and/or the supervision of a large work group.

**Level 5 (OPS-5)**

First level of operational management/fifth level of operation. Employees at this level are subject to a limited direction and exercise responsibility for a large work program in an agency or apply a very high level of practical skills which by their nature are more demanding than level 4 and involve a high level of creativity and/or a range of unique abilities.

**Level 6 (OPS-6)**

Second level of operational management. Employees at this level are subject to limited direction and exercise managerial responsibility for a very large work program or operation in an agency.

**Level 7 (OPS-7)**

Third level of operational management. Employees at this level are subject to limited direction and exercise managerial responsibility for a major work program or operation in an agency.

**TECHNICAL SERVICES STREAM****Overview**

The employer will, upon initial appointment of any employee and having regard to the nature and range of duties proposed to be assigned to the employee and the qualifications held by the employee, properly classify the employee with the classification structure Technical Grades level 0 to 5.

For the purposes of this clause-

Level 0 (TGO-0 unqualified) and Level 1 (TGO-1) means an employee whose work responsibilities can be described in the following manner:-

**Practitioner/Specialist Operations**

Those which demand expertise, experience and technical skills to apply standardised practices and procedures in the conduct of a range of technical activities. This allows the incumbent to develop abilities either as a broadly based technical practitioner within a single discipline or in a particular aspect of a single discipline. Activities at this level may be undertaken on an individual basis, or as the ad hoc project leader of a small team, and will include a requirement to exercise knowledge of the theory of the discipline.

Level (TGO-2) means an employee whose work responsibilities can be described in the following manner:-

Practitioner/Specialist Operations

Those which demand expertise and experience in a discrete technical discipline to determine which standard practices and procedures should be used and applied in the conduct of technical operations. Specialisation in a single discipline is likely to be evident and issues encountered involve the application of technical judgement. In some positions, however, the work performed may span more than one discipline either as an individual operator within a team, or may lead project teams on minor technical projects. They may provide reports and recommendations to management on technical suitability of equipment, procedures, processes and results.

Supervision/Specialist Operations

Those which demand expertise, experience and technical skills to undertake supervisory responsibilities may constitute specialist technical services in support of research, project and/or operational programmes.

(TGO-3) means an employee whose work responsibilities can be described in the following manner:-

Practitioner/Specialist Operations

Those which demand proven technical expertise and competence to develop appropriate methodology and to adhere to proven techniques in the provision of technical services. Significant technical responsibilities may be exercised either on an individual basis or as a discrete 'specialist' within a multi-discipline project team with various levels of subordinate complexity.

Supervisor/Management Operations

Those which demand discipline skills and supervision/management abilities exercised within a multi-purpose or multi-discipline environment, or in a major single function operation.

Level 4 (TGO-4) means an employee whose work responsibilities can be described in the following manner:-

Practitioner/Specialist Operations

Those which demand proven technical expertise and competence to develop appropriate methodology and apply proven techniques in provision of specialised technical services. There is likely to be a requirement at this level for the exercise of significant levels of initiative in the accomplishment of technical objectives which may be either on an individual basis as a recognised specialist, or as a senior specialist, or as a senior specialist within a multi-discipline or multi-category operation.

Supervisor/Management Operations

Those which demand managerial expertise exercised in the control of either a major single-discipline organisation, or a multi-discipline operation. This will generally involve the planning, direction, control and evaluation of technical operations and may include providing analyses and interpretations of results to management.

Level 5 (TGO-5) means an employee whose work responsibilities can be described in the following manner:-

Practitioner/Specialist Operations

Those which demand technical knowledge, expertise and experience to determine technical objectives and priorities, and to conduct technical support programmes and sub-programmes within the framework of divisional operations programmes. This expertise may be exercised consultatively, and/or executively, and may include the ongoing evaluation and the development/revision of methodology and techniques and/or the application of high level analytical skills in the attainment and satisfying of technical objectives.

Supervision/Management Operations

Those which demand high levels of managerial expertise and competence to co-ordinate and direct a variety of technical programmes. This may entail determining technical service standards and priorities (generally in conjunction with professional staff) within operational directives and the constraints of resources. Positions at this level are generally the recognised head of a major work group/production operation within the organisation.

### Career Groups Definitions

The Technical Services stream contains five career groups. Those groups reflect the conventional career expectation of Technical Services employees, providing a relationship between individual disciplines which encourages and facilitates more flexible management.

The five career groups and respective disciplines are:-

#### Constructions/Engineering Technology

- Architectural Design/Drafting
- Bio-medical Engineering (SAHC)
- Construction and Support
- Electronics
- Engineering Design/Drafting
- Estimating/Specifications
- Hydrometry
- Interior Design
- Planning

#### Science Technology

- Bio-medical Laboratories
- Botany
- Dental Technicians
- Environment
- Forestry
- Geosciences
- Horticulture
- Materials
- Orthotic Technicians
- Science Laboratories

#### Survey Technology

- Artists
- Cartography
- Photogrammetry
- Photographers
- Surveying
- Survey Computing
- Survey Drafting

#### Regulatory

- Environmental safety
- Health Surveyors
- Industrial Safety
- Marine Safety
- Motor Vehicle Safety

#### Clinical Technology

- Electro-Recordists
- Orthotists

#### Practitioner/Specialist Operations. Functions:

- the design, planning, co-ordination and implementation of technical assignments.
- the provision of feasibility investigations.
- the provision and maintenance of information services.
- the provision of design, research and development services.
- the monitoring of compliance with regulations.
- the provision of cost estimates.
- the preparation of tender and contract documentation.
- the provision of cost planning services.
- the design and manufacture of equipment.
- the provision of technical support services.
- the provision of specialist advisory services.

- the safety of technical equipment areas.
- the preparation of technical documentation.
- the inspection of technical aspect of facilities/concept/plans.
- the maintenance of data bases and information files.
- the identification of service deficiencies.
- the preparation of technical/administrative reports.
- the administration of technical aspects of statutes.
- the inspection of completed work/equipment/vehicles/vessels.
- the application of analytical methods and procedures.
- the conduct of surveys.
- the inventory of resources
- the control of standards
- the production of artwork.
- the preparation of statutory definitions.
- the acquisition of technical equipment and materials.
- the utilisation of computing techniques.
- the issue of technical documentation.

Supervision/Management Operations. Functions:

- the coordination of technical operations.
- the planning of work flow within a technical environment to achieve an end result.
- the direction of technical employees and technical support personnel to contribute to the achievement of the end result/operations.
- the organisation of staff/physical/financial resources to undertake technical work and/or contribute to the achievement of technical objectives - the evaluation of technical operations/contributions.
- the oversight of technical activities.
- the management of projects
- the supervision of work programmes/contracts/activities
- the administration of contracts/programmes.
- the coordination/control of technical/non-technical staff.
- the management of field camps.

Occupational Groups

The following occupational groups will be incorporated into the classification structure:

Artists  
Dental Technicians  
Photographers  
Health Surveyors  
Electro-Recordists  
Orthotic Technicians  
Orthotists  
Technical Officers/Technical Assistants.

## PROFESSIONAL SERVICES STREAM

### Classification Structure

#### OVERVIEW STATEMENT:

The work in the Professional Services Stream (within agency operating programs) may consist of research, development, review and extension of the established principles of a recognised professional discipline, requiring the application of skills, knowledge and judgement to a variety of situations.

The level of knowledge demanded will have been gained, in the first instance, in a recognised degree or, on occasion, the addition of a post-graduate course of study.

The nature of the work demands professional knowledge at the outset, and the development of discipline expertise and experience is gained on the job.

Professional officers within the Stream increase their levels of expertise, and may specialise in some facets of the discipline during the progress of their career. Recognition of having attained 'expert' status is awarded by peer acknowledgment.

The Stream Work Level definitions form one part of the total classification criteria package for the Professional Services Stream. In classifying positions regard must be had to Career Group Work Level definitions and Position Information documents contained in the published classification standards by the Commissioner for Public Sector Employment under Section 16 of the *Public Sector Act 2009* and as varied from time to time.

The following occupational groups are to be incorporated into the classification structure:

- Agricultural Extension
- Agricultural Scientists
- Anthropologists
- Archaeologists
- Architects
- Archivists
- Art Educator
- Audiologist
- Biologists
- Botanists
- Chemists
- Clinical Psychologists
- Conservators
- Curators
- Dietitians
- Energy Project Officers
- Engineers
- Epidemiologists
- Fisheries Researchers
- Forensic Scientists
- Forestry Officers
- Geologists
- Guidance Officers
- Horticulturalists
- Librarians
- Microbiologists
- Music Therapists
- Naval Architects
- Nuclear Medicine Technologists
- Occupational Therapists
- Optometrist
- Orthoptists
- Perfusionists
- Pharmacists
- Physical Educators
- Physicists
- Physiotherapists

Planning Officers  
 Podiatrists/Chiropodists  
 Primary Industry Economists  
 Professional Social Workers  
 Psychologists  
 Quantity Surveyors  
 Radiation Therapists  
 Radiographers  
 Scientists  
 Sociologists  
 Speech Pathologists  
 Sports Scientist  
 Surveyors  
 Valuers  
 Veterinary Officers  
 Veterinary Pathologists  
 Veterinary Scientists  
 Zoologists

#### QUALIFICATIONS:

Mandatory qualifications exist for assignment to each category, and at certain levels for some disciplines, within the Professional Services Stream.

#### PROFESSIONAL DEVELOPMENT:

Employees and/or the organisation will anticipate a contribution to the development of the profession through participation in professional conferences, preparation of papers of intellectual and/or notable content, or the exercise of levels of initiative which utilise established professional principles.

#### CLASSIFICATION DEFINITIONS:

**PSO-1 (Level - 1)** At level 1 positions may have the following features:

Knowledge and experience expected in positions classified at PSO-1 (Level 1) include:

- the application of professional knowledge;
- an evolving level of operational competence;

#### Operational outcomes

To contribute to the operational objectives of the work group, a position at this level may include a combination of the following inputs:

- \* the execution, analysis and interpretation of findings as they relate to elements of the work;
- \* the selection and adoption of methods and processes within imposed constraints;
- \* the application of procedures, methods and standards which are generally well established and straightforward;
- \* the exercise of professional judgement within prescribed areas;
- \* the provision of results which are subject to verification;
- \* the checking of aspects of the work of professional personnel and other within the same environment;
- \* discussing techniques, procedures and results with clients on straightforward matters;
- \* the undertaking of assignments of limited scope and complexity, comprising, in some situations, a minor phase of a broader or complex assignments;
- \* the provision of reports of progress of project activities (with experience);
- \* the supervision of assigned employees;
- \* the carriage of straightforward projects (with experience);
- \* the preparation of reports which incorporate recommendations on straightforward operations.

#### Working Environment

Under the direct supervision of a responsible senior professional, positions at this level may operate individually, as a member of a project team, within a work group, or as a recent graduate. Operations may be under a level of professional direction which will decrease as experience increases.



**PSO-2 (Level - 2)** At level 2 positions may have the following features:

Knowledge and experience expected in positions classified as PSO-2 (Level 2) include:

- \* a combination of professional expertise, competence and experience to perform any standard professional tasks within the discipline include problem definition, planning, execution, analysis and reporting. Tasks undertaken may be broad in scope and involve complex professional problems.

Operational outcomes

To contribute to the operational objectives of the work group, a position at this level may involve a combination of the following inputs:

- \* the selection and application, based on professional judgement, of new and existing methods and techniques towards an end result;
- \* the undertaking of complex activities under reducing professional direction;
- \* the supervision of technical staff and other professional officers within the discipline in tasks requiring limited expertise and or for a function of limited complexity;
- \* the acceptance of professional responsibility for standards of the work undertaken;
- \* the progressive attainment of greater knowledge and experience to achieve higher level outcomes under reducing professional direction;
- \* contributions to the development of new techniques and methodology;
- \* the training of other staff.

To provide services to other agencies and individuals, a position at the level may combine any of the following responsibilities:

- \* the reporting of investigations to a client directly;
- \* the co-ordination of projects;
- \* the provision of discrete professional services and consultancy services.

Working Environment

Positions at this level may operate under limited supervision as either a member (in some situations as leader) of specialist professional or multi-disciplinary teams, or independently, and may deputise for a professional Head of a small, single function work unit. In certain situations, advice may be sought regarding complex or unusual matters.

**PSO-3 (Level - 3)** At level 3 positions may have the following features:

Knowledge and experience expected in positions at PSO-3 (Level 3) include:

- \* professional independence and competence;
- \* the analysis of situations and identification of opportunities/needs to develop and/or progress work group objectives.

Operational outcomes

To contribute to the achievement of organisational objectives and output, a position at this level may include either of the following inputs:

- \* the development and promulgation of critical information for management;
- \* the undertaking of projects of a complex nature with limited or no professional supervision.

To satisfy work group operations, a position at this level may include a combination of the following inputs:

- \* the undertaking of work with significant scope and/or complexity;
- \* contributions to the development of operational policy;
- \* the undertaking of professional duties of an innovative, novel, and/or critical nature without professional direction;
- \* the assessment of the professional, technical and economic impacts of achievements/projects.

To undertake services to other agencies and industry representatives and the public, a position may comprise:

- \* the provision of consultancy services and professional advice;
- \* the assessment and review of the standards and work of other professional personnel/external consultants;
- \* the exercising of control and co-ordination of either discrete operations or projects;
- \* ensuring the outcome of work of significant scope and/or complexity.

#### Working environment

A position at this level may operate as a specialist professional, a practitioner with responsibility for complex duties, or as a leader of a work unit. In general, positions at this level possess professional responsibility for the outcomes of their work unit.

**PSO-4 (Level - 4)** At level 4 positions may have the following features:

Knowledge and experience expected in positions classified as PSO-4 (Level 4) include:

- \* recognition as an authority within a particular field of a professional discipline;
- \* comprehensive knowledge within the professional discipline and broad exposure to other professional disciplines;
- \* the application of professional judgement based on current knowledge

#### Operational outcomes

To satisfy specified agency objectives, a position at this level may include a combination of the following inputs:

- \* the exercise of significant professional judgement in the development/application of discipline principles and new technology;
- \* the management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines;
- \* the provision of a professional contribution to corporate objectives and policy;
- \* implementing and interpreting policy directives to satisfy the demands of professional and executive programmes;
- \* ensuring management/authorities are aware of current developments in the discipline.

To satisfy the objectives of the work group, a position at this level may comprise:

- \* the initiation and formulation of programmes within the framework of (major work group) objectives and priorities;
- \* the undertaking of the more demanding evaluations of an economic and/or technical nature with professional independence;
- \* the determination of operational policy;
- \* the undertaking of projects of a very complex nature which may encompass a variety of professional disciplines.

To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the following inputs:

- \* the identification of current and future options relating to developments which impact on agencies/industry;
- \* service on inter-agency committees relating to policy, planning, forecasting and other implications for development.

#### Working Environment

Positions classified at this level will generally have a high profile within the discipline and will operate within broad guidelines to achieve specific objectives with professional independence.

**PSO-5 (Level - 5)** At level 5 positions may have the following features:

Knowledge and experience expected in positions classified as PSO-5 (Level 5) include:

- \* a requirement for high levels of expertise and experience to determine professional objectives and priorities within the framework of an agency's corporate goals;
- \* recognition as a leading authority within a professional discipline.

### Operational outcomes

To satisfy the Government's objectives and/or the agency's corporate goals, a position at this level may include any of the following inputs:

- \* the initiation and/or management of high level programmes and major investigations;
- \* the determination of operational standards/objectives within an agency;
- \* the provision of authoritative and specialist consultancy services on aspects of policy development;
- \* operation as a specialist with authority in a field where the requirements are very complex and of major importance to the agency;
- \* the achievement of specific and significant programmes and goals.

To provide consultancy services to external organisations, a position at this level may include the following inputs:

- \* the provision of highly specialised services to Government agencies;
- \* the provision of specialised services to industry where the end product is of major importance.

### Working environment

Positions at this level have critical impacts to the agency, to industry, to the State, or to the Nation, and decisions made will not usually be subject to the professional review.

### Management Structure Classification Criteria

The Management Structure provides for employees who primarily:

Have specific responsibility and accountability for either a major agency function or a series of significant agency functions. This requires Managers to:

- determine operational policy and procedures for their work unit within the framework of agency requirements.
- ensure the timeliness, effectiveness, quality and efficiency of their work unit.
- have significant independence of action including the use of allocation of both financial and human resources within the constraints or guidelines laid down by Executive Management.
- undertake Personnel Management functions including planning, developing and implementing programmes associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Report directly to Executive levels or to the Chief Executive and work under broad direction while exercising significant levels of independent judgement. The use of Executive levels in this clause includes those positions which have a salary equivalent to or higher than Executive levels but are not classified as such.

Have responsibilities that would warrant classification at or above the third level (PSO3) in the Professional Stream in addition to managerial responsibilities.

Having identified that a position satisfies the above definition, it is necessary to determine at which of the three levels the position should be classified. To assist in differentiating between the three Management levels, the Work Level Definitions, as contained in Clause G3(7) will apply.

### Professional Management Work Level Definitions

#### Manager Professional Services Level 1 (MPS1)

Reports to an Executive Level Position for the Management (as defined) of a discrete branch or unit which has responsibility for a significant professional function(s) within the agency.

Demonstrates professional independence and competence, resolves problems and directly influences organisational attitudes and professional policy within the framework of agency operational programmes. Communication with others will be as a key professional within the agency and as a member of committees, working parties and/or policy development groups which may be both on an intra or an inter agency basis. It is anticipated that only the most complex unresolved problems and decisions regarding branch or unit functions would be referred to Executive Management.

#### Manager Professional Services Level 2 (MPS2)

Reports to an Executive Level Position, in some cases to the Chief Executive, for the Management (as defined) of a discrete branch or unit which is responsible for a major professional function or a number of significant professional functions to the operations of an agency. Under broad control and direction within the agencies objectives and priorities, discreet independence of operation and major contributions to the policies for the function, including where they impact on the operations of other agencies, will be increasingly evident.

Either as a Manager of an ongoing programme, or as a head of a critical and significant component of a major work group, will exercise authority and responsibility for the achievement of programme objectives.

#### Manager Professional Services Level 3 (MPS3)

Reports to an Executive Level position, or the Chief Executive for the Management (as defined) of a key and critical professional function to the agency's operational focus. As a divisional, branch or unit manager, determines the work groups objectives and priorities within the framework of the agencies policies and programmes, for work which is of a complex nature.

Will have a direct and significant influence on the development and implementation of policy which may impact on other agencies. Through either personal expertise and/or the management of professional personnel, the occupant is generally recognised as the authority for the State Government on the functional area and provides consultancy services which extend beyond the agency.

# S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

## SCHEDULE 4. SALARIES

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

### ADMINISTRATIVE SERVICES STREAM SALARIES

#### JUNIOR RATES:-

Classification	% of adult ASO I 1 <sup>st</sup> rate	\$ per annum
<b>LEVEL I</b>		
17 years	62%	27,114
18 years	72%	31,487
19 years	82%	35,860
20 years	92%	40,233

#### ADULT RATES:-

Classification	\$ per annum
<b>LEVEL I</b>	
	43,732
	44,491
	45,319
	46,215
	46,974
	47,800
<b>LEVEL II</b>	
	50,005
	51,385
	52,276
<b>LEVEL III</b>	
	54,793
	56,174
	57,552
<b>LEVEL IV</b>	
	60,443
	61,477
	62,373
<b>LEVEL V</b>	
	65,959
	67,886
	69,956
	72,024
<b>LEVEL VI</b>	
	73,954
	75,747
	77,539
<b>LEVEL VII</b>	
	80,338
	82,226
	84,018
	85,881
<b>LEVEL VIII</b>	
	88,570
	90,015
	91,465

## MANAGER ADMINISTRATIVE SERVICES

Classification	\$ per annum
MAS 1	78,919
MAS 2	87,257
MAS 3	92,843

## OPERATIONAL SERVICES STREAM SALARIES

## JUNIOR RATES:-

Classification	% of adult 1 <sup>st</sup> rate	\$ per annum
OPS I		
Level I		
17 years	62%	26,729
18 years	72%	31,041
19 years	82%	35,352
20 years	92%	39,663

## ADULT RATES:-

Classification	\$ per annum
Level I	43,112 44,491 45,319 46,215 46,974 47,800
Level II	50,004 51,385 52,276
Level III	54,793 56,174 57,552
Level IV	60,443 61,477 62,373
Level V	64,027 65,611 67,196
Level VI	68,990 70,510 72,024
Level VII	73,954 75,747 77,539

NOTE:- Junior rates will only apply to occupational groups where such salary levels existed prior to the commencement of this award.

## TECHNICAL SERVICES STREAM SALARIES

## JUNIOR RATES:-

## GRADE 0

	% of adult TG0 1 <sup>st</sup> rate	\$ per annum
16 years and under	52%	22,920
17 years and under	62%	27,327
18 years and under	72%	31,735
19 years and under	82%	36,142
20 years and under	92%	40,550

## GRADE 1

	% of adult TG1 1 <sup>st</sup> rate	\$ per annum
At 18 years	87%	42,187
At 19 years	91%	44,127
At 20 years	95%	46,066

## ADULT RATES:-

Classification	\$ per annum
GRADE 0	44,076
	44,987
	46,158
	47,180
	48,491
	49,245
	50,320
	51,410
52,498	
GRADE 1	48,491
	49,245
	50,320
	51,410
	52,499
	53,241
	53,967
	55,205
56,309	
GRADE 2	59,617
	61,067
	62,373
GRADE 3	65,130
	66,511
	67,886
GRADE 4	69,404
	70,714
	72,024
GRADE 5	73,954
	75,747
	77,539

## PROFESSIONAL SERVICES STREAM SALARIES

## ADULT RATES:-

Classification	\$ Per Annum	
LEVEL I	52,691	3 YR DEGREE ENTRY POINT
	53,828	4 YR DEGREE ENTRY POINT
	56,035	
	58,241	
	60,305	
	62,373	
LEVEL II	65,959	
	67,886	
	69,956	
	72,024	
LEVEL III	73,954	
	75,747	
	77,539	
LEVEL IV	80,338	
	82,226	
	84,018	
	85,881	
LEVEL V	88,570	
	90,015	
	91,465	

## MANAGER PROFESSIONAL SERVICES

MPS 1	78,919
MPS 2	87,257
MPS 3	92,843



# S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

## SCHEDULE 5. SUPPORTED WAGE PROVISIONS

OPDATE 01:10:2019 on and from (S99 Review)

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

### (a) Definitions

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

- (i) "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (iv) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### (b) Eligibility Criteria

Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(The Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

The Schedule does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and shelter employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension in accordance with the requirements of the *Disabilities Services Act 1986* and the Standards contained therein, as amended from time to time.

### (c) Supported Wage Rates

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

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

(Provided that the minimum amount payable will be not less than \$89.50 per week.

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

(d) Assessment of Capacity

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

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

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the South Australian Employment Tribunal.
- (ii) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where an Association which is party to the award, is not a party to assessment, it will be referred by the Registrar to the Association by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review.

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) The minimum amount payable to the employee during the trial period will be not less than \$89.50 per week.

**[or in paid rates awards]**

The amount payable to the employee during the trial period shall be \$89.50 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.

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

# S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

## SCHEDULE 6. TRAINING WAGE ARRANGEMENTS

OPDATE 01:10:2019 on and from (S99 Review)

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

### CLAUSE S6.1 TITLE

This Schedule shall be known as South Australian Public Sector Salaried Employees Interim Award Training Wage Arrangements Schedule.

### CLAUSE S6.2 ARRANGEMENT

<i>Clause No.</i>	<i>Title</i>
S6.1	Title
S6.2	Arrangement
S6.3	Application
S6.4	Period of operation
S6.5	Definitions
S6.6	Training conditions
S6.7	Employment conditions
S6.8	Wages
S6.9	Disputes settling procedures
S6.10	Dispute settlement over traineeship schemes
S6.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

### CLAUSE S6.3 APPLICATION

- S6.3.1 This Schedule shall apply to persons:
- (a) who are undertaking a *Traineeship* (as defined); and
  - (b) whose employment is, or otherwise would be, covered by the Award.
- S6.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- This Schedule only applies to AQF IV *Traineeships* when the AQF III *Traineeship* in the *Training Package* is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.
- S6.3.3 At the conclusion of the *Traineeship*, this Schedule ceases to apply to the employment of the Trainee and the Award shall apply to the former Trainee.
- S6.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### CLAUSE S6.4 OPERATION

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

**CLAUSE S6.5 DEFINITIONS**

- S6.5.1 *Act* means the *Training and Skills Development Act 2008* or any successor legislation.
- S6.5.2 *Adult Trainee* means for the purpose of this Schedule a Trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S6.5.3 *Approved Training* means that training which is specified in the *Training Plan*, which is part of the *Training Agreement*, which is registered with the *T&SC*. It includes training undertaken both on and off-the-job in a *Traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National *Training Package* or a *Traineeship* Scheme and leads to a qualification under the Australian Qualification Framework.
- S6.5.4 *T&SC* means the Training and Skills Commission under the Act.
- S6.5.5 *Award* means the South Australian Public Sector Salaried Employees Interim Award.
- S6.5.6 *Trainee* is an individual who is a signatory to a *Training Agreement* registered with the *T&SC* and is involved in paid work and structured training, which may be on or off the job. *Trainee* does not include an individual who already has the competencies to which the *Traineeship* is directed.
- S6.5.7 *Traineeship* means a system of training which has been approved by the *T&SC*, which meets the requirements of a National *Training Package* developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National *Training Package*, and includes full-time *Traineeships* and part-time *Traineeships* including school-based *Traineeships*.
- S6.5.8 *Training Agreement* means a Contract of Training for a *Traineeship* made between the employer and a *Trainee*, which is registered with the *T&SC*.
- S6.5.9 *Training Package* means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S6.5.10 *Training Plan* means a programme of training which forms part of a *Training Agreement* registered with the *T&SC*.
- S6.5.11 *Traineeship Scheme* means an approved *Traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.
- S6.5.12 *Tribunal* means the South Australian Employment Tribunal.
- S6.5.13 *Year 10* - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

**CLAUSE S6.6 TRAINING CONDITIONS**

- S6.6.1 The *Trainee* shall attend an *Approved Training* course or *Training Program* prescribed in the *Training Agreement* or as notified to the trainee by the *T&SC* in accredited and relevant Training Schemes.
- S6.6.2 Employment as a *Trainee* under this Schedule shall not commence until the relevant *Training Agreement*, made in accordance with a Training Scheme, has been signed by the employer and the Trainee and lodged for registration with the *T&SC*, provided that if the *Training Agreement* is not in a standard format, employment as a *Trainee* shall not commence until the *Training Agreement* has been registered with the *T&SC*. The employer shall ensure that the *Trainee* is permitted to attend the training course or program provided for in the *Training Agreement* and shall ensure that the *Trainee* receives the appropriate on-the-job training.
- S6.6.3 The employer shall provide a level of supervision in accordance with the *Traineeship Agreement* during the *Traineeship* period.
- S6.6.4 The provisions of the Act dealing with the monitoring by officers of the *T&SC* and the use of training records or work books as part of this monitoring process shall apply to *Traineeships* under this Schedule.

**CLAUSE S6.7 EMPLOYMENT CONDITIONS**

- S6.7.1 A full-time *Trainee* shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV *Traineeships* which may extend up to two years full-time, provided that a *Trainee* shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the *T&SC*, the Employer and the *Trainee* may vary the duration of the *Traineeship* and the extent of *Approved Training* provided that any agreement to vary is in accordance with the relevant *Traineeship Scheme*. A part-time *Trainee* shall be engaged in accordance with the provisions of Clause S6.11 Part-Time *Traineeships*, of this Schedule.
- S6.7.2 Where the *Trainee* completes the qualification in the *Training Agreement* earlier than the time specified in the *Training Agreement*, then the *Traineeship* may be concluded by mutual agreement.
- S6.7.3 Termination of employment of *Trainees* is dealt with in the *Training Agreement*, or the Act. An employer initiating such action shall give written notice to the *Trainee* at the time the action is commenced and to the *T&SC* in accordance with the Act.
- S6.7.4 The *Trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *Approved Training*.
- S6.7.5 Where the employment of a *Trainee* by the employer is continued after the completion of the *Traineeship* period, such *Traineeship* period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S6.7.6 **Trainees working overtime**
- S6.7.6.1 Reasonable overtime may be worked by the *Trainee* provided that it does not affect the successful completion of the *Approved Training*.
- S6.7.6.2 No *Trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S6.7.6.3 No *Trainee* shall work shiftwork unless the shiftwork makes satisfactory provision for *Approved Training*. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork *Trainees*.
- S6.7.6.4 The *Trainee* wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a *Trainee* to be paid at a higher rate, or the employer and *Trainee* agree in writing that a *Trainee* will be paid at a higher rate, in which case the higher rate shall apply.
- S6.7.7 All other terms and conditions of the Award that are applicable to the *Trainee* or would be applicable to the *Trainee* but for this Schedule shall apply unless specifically varied by this Schedule.
- S6.7.8 A *Trainee* who fails to either complete the *Traineeship*, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the *Traineeship*, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

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

**CLAUSE S6 8 WAGES**

- S6.8.1 The weekly wage payable to full-time *Trainees* shall be provided in S6.8.4, S6.8.5 and S6.8.6 of this Schedule and in accordance with Clause S7 Employment Conditions.
- S6.8.2 These wage rates will only apply to *Trainees* while they are undertaking an *Approved Traineeship*, which includes *Approved Training* as defined in this Schedule.

S6.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

#### S6.8.4 Wage Level A

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

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	448.00
Plus 1 year <i>out of school</i>	373.00	448.00	518.00
Plus 2 years <i>out of school</i>	448.00	518.00	605.00
Plus 3 years <i>out of school</i>	518.00	605.00	692.00
Plus 4 years <i>out of school</i>	605.00	692.00	
Plus 5 or more years	692.00		

#### 6.8.5 Wage Level B

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

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	432.00
Plus 1 year <i>out of school</i>	373.00	432.00	499.00
Plus 2 years <i>out of school</i>	432.00	499.00	583.00
Plus 3 years <i>out of school</i>	499.00	583.00	665.00
Plus 4 years <i>out of school</i>	583.00	665.00	
Plus 5 or more years	665.00		

#### S6.8.6 Wage Level C

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

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	432.00
Plus 1 year <i>out of school</i>	373.00	432.00	487.00
Plus 2 years <i>out of school</i>	432.00	487.00	545.00
Plus 3 years <i>out of school</i>	487.00	545.00	607.00
Plus 4 years <i>out of school</i>	545.00	607.00	
Plus 5 or more years	607.00		

S6.8.7 **School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <i>Traineeships</i> in Wage Levels A, B and C	340.00	373.00

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

S6.8.8 **Wage rates for Certificate IV Traineeships**

S6.8.8.1 *Trainees* undertaking an AQF IV *Traineeship* shall receive the relevant weekly wage rate for AQF III *Trainees* at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S6.8.8.2 An *Adult Trainee* who is undertaking a *Traineeship* for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	719.00	747.00
Wage Level B	691.00	718.00
Wage Level C	630.00	653.00

S6.8.9 Where a person was employed by the employer under the *Award* immediately prior to becoming an *Adult Trainee* with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a *Trainee*.

S6.8.10 Where a *Traineeship* is converted from an AQF II to an AQF III *Traineeship*, or from an AQF III to an AQF IV *Traineeship*, the Trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S6.8.11 Section A sets out the Wage Level of a *Traineeship*.

S6.8.12 For the purposes of this provision, *out of school* shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S6.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S6.8.12.2 Include any period during which a *Trainee* repeats in whole or part of a year of schooling beyond Year 10;

S6.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

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

S6.8.13 Despite any other clause in this Schedule, *Trainees* may not be employed under this Schedule under the *Traineeship* Schemes and in the areas of employment listed in Section B.

**CLAUSE S6.9 DISPUTE SETTLING PROCEDURES**

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

**CLAUSE S6.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES**

- S6.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular *Traineeship* Scheme despite the allocation of the scheme to a Wage Level by Section A.
- S6.10.2 The party shall:
- S6.10.2.1 Notify the relevant parties of an intention to dispute the particular *Traineeship Scheme*, identifying the scheme.
- S6.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S6.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.
- S6.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *Traineeship* scheme in Section B.

**CLAUSE S6.11 PART-TIME TRAINEESHIPS**

- S6.11.1 This clause shall apply to *Trainees* who undertake a *Traineeship* on a part-time basis by working less than full-time hours and by undertaking the *Approved Training* at the same or lesser training time than a full-time *Trainee*.
- S6.11.1.1 A part-time *Trainee* (other than a school-based *Trainee*) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time *Trainee* can be engaged to work for no less than a minimum average of 15 hours per week.
- S6.11.1.2 A part-time school-based Trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the Trainee remains enrolled in compulsory education.
- S6.11.2 **Wages**
- S6.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in *Approved Training*. These rates are derived from a 38 hour week.

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

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.19	12.27	14.73
Plus 1 year <i>out of school</i>	12.27	14.73	17.05
Plus 2 years <i>out of school</i>	14.73	17.05	19.88
Plus 3 years <i>out of school</i>	17.05	19.88	22.76
Plus 4 years <i>out of school</i>	19.88	22.76	
Plus 5 or more years	22.76		
 Wage Level B			
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.19	12.27	14.20
Plus 1 year <i>out of school</i>	12.27	14.20	16.41
Plus 2 years <i>out of school</i>	14.20	16.41	19.18
Plus 3 years <i>out of school</i>	16.41	19.18	21.89
Plus 4 years <i>out of school</i>	19.18	21.89	
Plus 5 or more years	21.89		



<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.19	12.27	14.20
Plus 1 year <i>out of school</i>	12.27	14.20	16.03
Plus 2 years <i>out of school</i>	14.20	16.03	17.92
Plus 3 years <i>out of school</i>	16.03	17.92	19.96
Plus 4 years <i>out of school</i>	17.92	19.96	
Plus 5 or more years	19.96		

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

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	11.19	12.27
20% loading [S6.11.6.2]	13.43	14.72

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

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

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

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	23.64	24.53
Wage Level B	22.73	23.59
Wage Level C	20.72	21.52

S6.11.3 The hours for which payment shall be made are determined as follows:

S6.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S6.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S6.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S6.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S6.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time **adult trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S6.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S6.11.4 **General Formula**

S6.11.4.1 For *Traineeships* not covered by S6.11.2.1, the following formula for calculation of wage rates shall apply:

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

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

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

- (a) Full-time wage rate means the appropriate rate as set out in S6.8.4, S6.8.5, S6.8.6 and S6.8.7 of this Schedule.
- (b) *Trainee* hours shall be the hours worked per week including the time spent in *Approved Training*.
- (c) Average weekly training time is based upon the length of the *Traineeship* specified in the *Traineeship Agreement* or *Training Agreement* as follows:

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

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

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

S6.11.5 **Example of the calculation for the wage rate for a part-time traineeship**

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

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

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

So the wage rate in year 11 is:

$$\$340 \times \frac{15 - 3.8}{30.4} = \$125.26 \text{ (plus any applicable penalty rates under the Award)}$$

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

S6.11.6 **Employment conditions for all part-time trainees**

S6.11.6.1 A part-time *Trainee* shall receive, on a pro-rata basis, all employment conditions applicable to a full-time *Trainee*. All the provisions of the Award shall apply to part-time *Trainees* except as specified in this Schedule.

S6.11.6.2 However, a *Trainee* undertaking a school based *Traineeship* may, with the agreement of the *Trainee*, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a *Trainee* is called upon to work on a public holiday the provisions of the Award shall apply.

S6.11.6.3 A part-time *Trainee* may, by agreement, transfer from a part-time to a full-time *Traineeship* position should one become available.

S6.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time *Trainees*.

## SECTION A

### Allocation of Traineeships to Wage Levels

#### Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

#### Wage Level A

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

<i>Training package</i>	<i>Certificate level</i>
National Public Services	II III
Plastics, Rubber and Cable-making	III
Public Services	II III
Retail	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism	I II III
Transport and Distribution	III
	II
Water Industries (Utilities)	III
Wholesale Training	III

**Wage Level B**

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

<i>Training package</i>	<i>Certificate level</i>
Metal and Engineering Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Plastics, Rubber and Cablemaking	I II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I II
Retail	II
Textile, Clothing and Footwear	I II
Transport and Distribution	I II
Veterinary Nursing	I II III
Water Industry (Utilities)	II
Wholesale Training	II

**Wage Level C**

<i>Training package</i>	<i>Certificate level</i>
Agriculture	I II III
Horticulture	I II III
Music	I II III
Racing Industry	II III
Seafood Industry	I II III

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

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

Therapy Assistant  
 Tourism Traineeship - Streams  
 Youth Worker

### **Wage Level B**

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

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

### **Wage Level C**

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

### **SECTION B**

#### **Traineeship schemes excluded from this award**

Nil



# S.A. PUBLIC SECTOR SALARIED EMPLOYEES INTERIM AWARD

## SCHEDULE 7 - ADDITIONAL COMPENSATION FOR CERTAIN WORK RELATED INJURIES OR ILLNESSES

OPDATE 01:10:2019 on and from

<i>Clause No.</i>	<i>Subject matter</i>	<b>Contents</b>
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- S7.43 Income compensation entitlement
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- S7.92        Appropriate adjustments to be made
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- S7.101       Requirement to furnish information or submit to medical examination
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- S7.103       Notice of review outcome

### Part 10 – Decisions on Claims

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- S7.113 Costs of specified representation and disbursements only
- S7.114 SAET power to decline to order or reduce costs entitlement
- S7.115 Costs orders in favour of representatives
- S7.116 Costs payable for representation by the Association
- S7.117 Limit on legal costs
- S7.118 Costs liability of representatives
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- S7.120 Procedural fairness before orders against representatives
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- S7.123 Interest on delayed income compensation
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- S7.125        Employer's obligation to offer interim payments
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- S7.127 Income Compensation & leave entitlements
- S7.128        Modification of RTW Act s50
- S7.129 Injuries that develop gradually

Clause No.                      Subject matter

- S7.130    Costs associated with lump-sum payment agreements  
 S7.131    Review & anomalies

### Attachment One – Recovery/Return to Work Plan

### Attachment Two – Lump Sum Agreement to Extinguish Rights

Notification to eligible officer  
 Annexure “A” – Professional advice  
 Annexure “B” – Financial advice  
 Annexure “C” – Medical certificate

## PART 1 - INTRODUCTION

- S7.1        This Schedule provides benefits to eligible workers with eligible injuries that would have been applicable under the WR&C Act if they cease to be entitled to similar benefits under the RTW Act.
- S7.2        A return to work within the meaning of the RTW Act is the main objective in managing all work injuries. The primary return to work objective will be employment in the worker’s home agency. New or other return to work options can only be explored when return to work options within the home agency have been fully explored (and the onus of proof to establish this lies with the employer) or if the worker requests the exploration of new or other employment options in writing (which request may be withdrawn). The Association will reasonably support and co-operate in the pursuit of this objective.
- S7.3        This schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:
- S7.3.1        any payment which would otherwise be payable under this schedule will not be payable if precisely the same payment has already been made under a compensation Act; and
- S7.3.2        if an eligible worker receives a payment for economic loss pursuant to Part 4, Division 6 of the RTW Act, clauses S7.60 through S7.63 apply.
- S7.4        Providing the criteria in clause S7.35 through clause S7.36 are met, if an entitlement has been claimed by an eligible worker under a compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected disputed under this Schedule notwithstanding that proceedings relating to the rejected compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter shall proceed on the basis that the relevant claim under a compensation Act shall remain rejected.
- S7.5        If the employer is considering making a decision about a worker's entitlements pursuant to this Schedule which may be adverse to the relevant worker, the employer must provide procedural fairness to the relevant worker before any final decision is made.
- S7.6        Claims for entitlements under this Schedule must be made in writing.

## PART 2 – DEFINITIONS IN THIS SCHEDULE

- S7.7        **Average Weekly Earnings** means Average Weekly Earnings under s4(1) of the RTW Act;
- S7.8        **Compensation Act** means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this Schedule to “compensation Act” refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.
- S7.9        **Benefits** or **entitlements** means weekly payments of income compensation or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this Schedule.

- S7.10 **Claims income compensation** means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible worker is in receipt of income compensation pursuant to this Schedule, the absence of a request to cease payments of income compensation.
- S7.11 **Eligible worker** means:
- S7.11.1 current and former workers (irrespective of when a former worker's employment ceased); who
- S7.11.2 have had a claim accepted under a compensation Act;
- but does not include
- S7.11.3 former workers whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.
- S7.12 **Income compensation lump-sum** means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.
- S7.13 **Independent medical adviser** or **IMA** means an independent medical adviser under s4(1) of the RTW Act;
- S7.14 **Injury** means an injury within the meaning of s4(1) of the RTW Act.
- S7.15 **Interest** means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.
- S7.16 **Medical and/or related expenses** means any cost payable or to be payable in respect of costs provided for by s33 of the RTW Act, such as services, appliances, medicines, materials, travel and accommodation.
- S7.17 **Medical expense lump-sum** means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 to this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.
- S7.18 **No current work capacity** means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible worker is not able to return to work, either:
- S7.18.1 if the employer has made and continues to make such work available, in suitable employment in his or her employment at the time of the occurrence of the injury or injuries; or
- S7.18.2 in other suitable employment.
- S7.19 **Notional Weekly Earnings** means the eligible worker's Notional Weekly Earnings under the relevant compensation Act as adjusted pursuant to Part 9 of this Schedule.
- S7.20 **Professional representative** means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through a worker or agent).
- S7.21 **Recognised health practitioner** means a recognised health practitioner within the meaning of s4(1) of the RTW Act;
- S7.22 **Recovery/return to work plan** means a recovery/return to work plan established or continuing under the RTW Act or this Schedule.
- S7.23 **Retiring age** means "retiring age" as defined in s44(1) of the RTW Act.
- S7.24 **RTW Act** or **Return to Work Act 2014 (SA)** means the *Return to Work Act 2014 (SA)* as at 1 July 2017 (and all references to the RTW Act and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to an express contrary intention);
- S7.25 **SAET** means the South Australian Employment Tribunal;

- S7.26 ***Seriously injured worker*** has the same meaning as under the RTW Act;
- S7.27 ***Suitable employment*** means suitable employment as defined under s4(1) of the RTW Act, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.
- S7.28 ***WR&C Act*** means the *Workers Rehabilitation and Compensation Act 1986* (SA).

### **PART 3 - ELIGIBLE INJURIES**

#### **Only eligible workers can have eligible injuries**

- S7.29 An injury is not an eligible injury unless the injured worker is an eligible worker.

#### **Temporal connection to employment**

- S7.30 An eligible injury arises out of or in the course of the eligible worker:
- S7.30.1 attending work in accordance with their employment; or
  - S7.30.2 performing the work for which they are employed.
- S7.31 To be an eligible injury the injury must have:
- S7.31.1 resulted from conduct directed at the worker that is or appears to be a criminal offence; or
  - S7.31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence; or
  - S7.31.3 occurred in other circumstances where the worker is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to S7.31.3 if they are caused as a consequence of a specific incident or incidents).

#### **Incapacity required for eligibility**

- S7.32 An eligible injury temporarily or permanently incapacitates the injured worker for work (including because of a need to attend on a medical practitioner for treatment or examination).

#### **When an injury ceases to be an eligible injury**

- S7.33 An eligible injury ceases to be an eligible injury when:
- S7.33.1 the injured worker makes a return to work within the meaning of the RTWA which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and
  - S7.33.2 there is no reasonable basis to incur medical and / or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

#### **When an injury resumes being an eligible injury**

- S7.34 If an eligible injury ceased to be an eligible injury pursuant to clause S7.33 but the criteria in clause S7.33 are no longer met, the injury resumes being an eligible injury.

#### **Compensation Act status for an injury to be an eligible injury**

- S7.35 To be an eligible injury a claim for compensation relating to the injury must have been accepted under a compensation Act.
- S7.36 If, in relation to a particular injury:

- S7.36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;
- S7.36.2 that injury is only an eligible injury to the extent that the eligible worker would be entitled to receive benefits or entitlements under the WR&C Act (disregarding the operation of the RTW Act).

**Consequential injuries taken to be part of original eligible injuries**

- S7.37 Any injury arising out of or in the course of an eligible worker's attendance at a place to:
- S7.37.1 receive a medical service in relation to an eligible injury; and / or
- S7.37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and / or
- S7.37.3 receive services or assistance or perform activities intended to assist the eligible worker's recovery or return to work or restoration to the community in relation to an eligible injury; and / or
- S7.37.4 to apply for, or receive, compensation in relation to an eligible injury;
- S7.37.5 will be taken to constitute part of the original eligible injury, whether or not the eligible worker had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible worker's home recommended by a doctor to assist in recovering from an eligible injury).

**Injuries and incapacity attributable to surgery etc**

- S7.38 Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

**PART 4 - MEDICAL EXPENSE ENTITLEMENTS & LUMP SUMS****Medical and related expenses – entitlement**

- S7.39 The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible worker's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible worker cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s54 of the RTW Act, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

**Medical expense lump sums**

- S7.40 Medical expense lump-sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump-sum payment) may be paid to eligible workers.

**Medical and related expenses – effect of medical expense lump-sum**

- S7.41 Once an eligible worker has received a medical expense lump-sum payment the employer is not obliged to pay compensation for medical and/or related expenses pursuant to this Schedule if:
- S7.41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible worker receives a medical expense lump-sum payment; and
- S7.41.2 a medical expense lump-sum payment received by the eligible worker is specifically in respect of that particular eligible injury.

**Medical and related expenses – pre-approval**

- S7.42 An eligible worker is entitled to a decision by the employer on a claim for compensation for a medical and / or related expense that the eligible worker wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

**PART 5 - INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS**

- S7.43 The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s53 of the RTW Act, no income compensation is payable under this Schedule in relation to that injury or injuries.

**Work capacity review**

- S7.44 An eligible worker's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to clause S7.49 (work capacity review) and ceases if there is a disentitling assessment pursuant to clause S7.51.

**Income compensation – quantum**

- S7.45 Weekly payments must be paid at the rate of 80% of the eligible worker's Notional Weekly Earnings or, if the eligible worker has actual earnings, 80% of the difference between actual earnings and the eligible worker's Notional Weekly Earnings.

**Income compensation – duration**

- S7.46 An eligible worker's entitlement to income compensation ceases when the eligible worker reaches retiring age.
- S7.47 If an eligible worker breaches the obligation of mutuality, the eligible worker's entitlement to income compensation may be discontinued for such time as the eligible worker remains in breach of the obligation of mutuality. An eligible worker resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.
- S7.48 An eligible worker's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

**Work Capacity Reviews**

- S7.49 An eligible worker's entitlement to receive income compensation does not commence unless the eligible worker is assessed in relation to the cumulative effect of one or more eligible injuries (an *entitling assessment*) by the employer as:
- S7.49.1 having no current work capacity; and
  - S7.49.2 likely to continue indefinitely to have no current work capacity; or
  - S7.49.3 being in employment but because of the injury or injuries is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible worker's current weekly earnings.
- S7.50 The employer may make an entitling assessment on any basis.
- S7.51 A *disentitling assessment* is an assessment that the eligible worker does not meet the criteria in clause S7.49. A disentitling assessment can only be made if:
- S7.51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury or injuries) about whether the eligible worker meets the criteria in clause S7.49; and



- S7.51.2 if the eligible worker has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible worker is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible worker's earnings, and specifies what that additional employment or work is; and
- S7.51.3 the IMA provides a written opinion that the eligible worker does not meet the criteria in clause S7.49; and
- S7.51.4 if the eligible worker has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible worker could do to increase their earnings.

*Work capacity reviews and ceasing income compensation*

- S7.52 An eligible worker receiving income compensation under this Schedule shall continue to receive income compensation under this Schedule until at least 13 weeks after the eligible worker receives written notification from the employer that the eligible worker is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

*Work capacity reviews and commencing or recommencing income compensation*

- S7.53 If an eligible worker who is not receiving income compensation under this Schedule or a compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible worker is entitled to arrears and interest for all periods when they are entitled to income compensation.

*First work capacity review; timing*

- S7.54 A work capacity review may be performed before or after an eligible worker has exhausted their entitlement to weekly payments under a compensation Act.
- S7.55 An eligible worker who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.
- S7.56 If clause S7.55 applies and the outcome of the work capacity review is:

- S7.56.1 an **entitling assessment**, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible worker's income compensation accordingly;
- S7.56.2 a **disentitling assessment**, clause S7.52 and Part 8 of this Schedule apply.

*Reassessment*

- S7.57 An eligible worker's work capacity may be reassessed consistent with clause S7.49 through clause S7.51 at any reasonable time and must be reassessed as often as is reasonably necessary.

**Income compensation – effect of income compensation lump-sum**

- S7.58 An income compensation lump-sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump-sum payment) may be paid to eligible workers.
- S7.59 Once an eligible worker has received an income compensation lump-sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:
- S7.59.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible worker receives an income compensation lump-sum payment; and
- S7.59.2 an income compensation lump-sum payment received by the eligible worker is specifically in respect of that particular eligible injury.

**Income compensation – effect of lump-sum payment for economic loss**

- S7.60 If this Award applies to a worker who claims compensation pursuant to Part 4, Division 6 of the RTW Act, before paying any such compensation the employer must:
- S7.60.1 give the worker written notice of:
    - S7.60.1.1 the dollar amount of compensation the employer says the worker is entitled to; and
    - S7.60.1.2 clauses S7.60 through S7.63 of this Schedule; and
  - S7.60.2 request written confirmation from the worker that, having regard to clauses S7.60 through S7.63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the RTW Act and allow a reasonable time for the worker to respond in writing.
- S7.61 If an eligible worker has received a payment pursuant to Part 4, Division 6 of the RTW Act (*the payment*) 3 months or more after this Schedule is inserted into the Award the eligible worker is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.
- S7.62 If an eligible worker has received a payment pursuant to Part 4, Division 6 of the RTW Act (*the payment*) before 3 months after this Schedule is inserted into the Award, the eligible worker is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with clause S7.78.1 unless otherwise agreed in writing.
- S7.63 If an eligible worker has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the RTW Act (*the payment*):
- S7.63.1 the eligible worker ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and
  - S7.63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible worker pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

**PART 6 - RECOVERY/RETURN TO WORK PLANS****Continuing operation of plans established under the RTW Act**

- S7.64 If a recovery/return to work plan established under s25 of the RTW Act has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the RTW Act authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible worker and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

**When plans are established - entitlement**

- S7.65 If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible worker who has an eligible injury. If an eligible worker's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible worker requests such a plan in writing.

**Content of plans**

- S7.66 A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible worker to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible worker to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonably practicable, and must be in accordance with Attachment 1 to this Schedule.

- S7.67 Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible workers.
- S7.68 An eligible worker whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the worker requests a recovery/return to work plan.
- S7.69 If:
- S7.69.1 an eligible worker who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full-time or part-time basis and whether or not to his or her previous employment;
  - S7.69.2 the employer must provide suitable employment for the eligible worker (the employment being employment for which the eligible worker is fit and, subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible worker was working immediately before the incapacity) as part of a recovery/return to work plan;
  - S7.69.3 if the eligible worker requests it; but not if
  - S7.69.4 it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or
  - S7.69.5 the eligible worker left the employment of the employer before the commencement of the incapacity for work; or
  - S7.69.6 the eligible worker terminated the employment after the commencement of the incapacity for work; or
  - S7.69.7 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible worker and employer and are contained in a current recovery/return to work plan; or
  - S7.69.8 the eligible worker has otherwise sustainably returned to work earning at or above the eligible worker's Notional Weekly Earnings.
- S7.70 Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the worker performs work or the range of duties the worker performs is suitably increased in stages.
- S7.71 If an eligible worker performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

#### **PART 7 - MUTUAL OBLIGATIONS**

- S7.72 When an eligible worker is entitled to receive benefits pursuant to this Schedule the employer must reasonably:
- S7.72.1 manage the eligible worker's injury; and
  - S7.72.2 provide services and assistance to further the eligible worker's recovery and return to work and / or the community and to alleviate the impact of the disability so far as is possible; and
  - S7.72.3 at the worker's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the worker that the employer may not be complying with this Schedule and provide the worker with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.

S7.73 A worker receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the RTW Act. If a worker breaches mutuality, mutuality may be restored in accordance with the principles applicable under the RTW Act. A breach of mutuality does not alter the worker's entitlement to compensation for medical and / or related expenses.

#### **PART 8 - REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION**

S7.74 If an eligible worker's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the worker has ceased to be an eligible worker), payments of income compensation may only be discontinued or reduced in accordance with this Part.

S7.75 Unless clause S7.52 applies (work capacity reviews – 13 weeks' notice), no cessation or reduction of payments of income compensation may occur until the worker has received at least 28 days written notice of any such cessation or reduction.

S7.76 If a person (or the Association on the person's behalf) disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:

S7.76.1 the operation of the decision is suspended and—

S7.76.1.1 the income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and

S7.76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;

S7.76.1.3 unless the person elects in writing not to receive payments under this clause; and

S7.76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case—

S7.76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;

S7.76.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;

S7.76.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the worker during the dispute.

S7.77 If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person's lawful entitlements to income compensation pursuant to clause S7.76, the employer may, at the employer's discretion (but subject to this Schedule):

S7.77.1 recover the excess (and any interest on the excess) from the worker as a debt; or

S7.77.2 set off the amount recoverable under clause S7.77.1 against liabilities of the employer to pay the worker under this Schedule or a compensation Act.

- S7.78 If it is reasonable in the circumstances, the employer may set off or recover an amount under clause S7.77.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:
- S7.78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person's net income ("net income" means income after an appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person's written agreement;
- S7.78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:
- S7.78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or
- S7.78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;
- S7.78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:
- S7.78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;
- S7.78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.
- S7.79 If a person has made a payment (including by an amount being set off) to the employer under clause S7.78, the employer must, within two months of end the financial year in which the payment is made, furnish the person with a statement that sets out:
- S7.79.1 the total amount paid by the person during that financial year; and
- S7.79.2 the amount left to be paid (if any); and
- S7.79.3 must furnish a final statement within 2 months after the debt is extinguished.

#### **Interaction between paid annual and/or long service leave and income compensation – suspension**

- S7.80 If an eligible worker takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible worker when the eligible worker is on that leave if the employer complies with the notice requirements of this clause.
- S7.81 If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible worker with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible worker requesting the relevant paid leave.
- S7.82 The eligible worker may withdraw the request for paid leave at any time within 14 days of a written notice under clause S7.81.
- S7.83 The employer cannot compel an eligible worker to take leave when they are entitled to income compensation.

**PART 9 – ADJUSTMENTS TO INCOME COMPENSATION****Economic adjustments to the level of income compensation**

S7.84 If an eligible worker is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

*Quantum of economic adjustments – industrial instruments*

S7.85 Subject to clause S7.87, the Notional Weekly Earnings of an eligible worker who is entitled to income compensation shall be adjusted to reflect any increases in the rates of remuneration applicable to the classification held by the worker (or, where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

*Notice requirements before economic adjustment decided*

S7.86 At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible worker written notice of the following.

S7.86.1 The increase in the rate of remuneration the employer says applies pursuant to clause S7.85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible worker's pre-existing Notional Weekly Earnings.

S7.86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible worker's pre-existing Notional Weekly Earnings, and the eligible worker's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with clause S7.85.

S7.86.3 The eligible worker's right to make written representations to the employer on the review within a reasonable time specified in the notice.

*Election for economic adjustment based on Wage Price Index not industrial instrument*

S7.87 If an eligible worker elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible worker's Notional Weekly Earnings accordingly.

*Timing of economic increase based on industrial instrument*

S7.88 An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, backdated to the date of the relevant changes in rates of remuneration.

*Timing of economic increase based on Wage Price Index*

S7.89 An economic increase in accordance with clause S7.87 operates from the end of the year of incapacity in which the review is made.

**Adjustments due to change from original arrangements**

S7.90 The employer may, on its own initiative and must at the written request of an eligible worker, review the calculation of the Average Weekly Earnings of the eligible worker (and therefore the Notional Weekly Earnings of the eligible worker) for the purpose of making an adjustment due to:

S7.90.1 a change in a component of the eligible worker's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or

S7.90.2 a change in the equipment or facilities provided or made available to the eligible worker (if relevant to Average Weekly Earnings).

- S7.91 Before the employer begins a review under clause S7.90, the employer must give the eligible worker written notice informing the eligible worker of the proposed review and inviting the eligible worker to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.
- S7.92 If the employer finds on a review under clause S7.90 that there has been a change that warrants an adjustment contemplated by clause S7.90, the employer shall make the relevant adjustment.
- S7.93 An adjustment under clause S7.90:
- S7.93.1 will take effect as an adjustment to the eligible worker's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and
  - S7.93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).
- S7.94 For the purposes of a review under clause S7.90, the employer may, by notice in writing to the eligible worker to whom the review relates, require the eligible worker to furnish any information that the employer reasonably determines to be relevant to the review.
- S7.95 If an eligible worker fails to comply with a requirement under clause S7.94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible worker.
- S7.96 On completing a review under clause S7.90, the employer must give the eligible worker written notice setting out the employer's decision on the review, and the eligible worker's rights to dispute the employer's decision.
- S7.97 Clauses 90 through 103 do not limit the rights of the employer under any other clause of this Schedule.

#### **General Review of weekly payments**

- S7.98 The employer may, on its own initiative and must if requested in writing by an eligible worker, review the amount of the weekly payments made to an eligible worker. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.
- S7.99 Before the employer begins a clause S7.98 review under this clause, the employer must give the eligible worker written notice informing the eligible worker of the proposed review and inviting the eligible worker to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.
- S7.100 If the employer finds on a clause S7.98 review that the eligible worker's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.
- S7.101 For the purposes of a clause S7.98 review, the employer may, by notice in writing to an eligible worker who is receiving weekly payments, require the eligible worker to submit to an examination by an IMA nominated by the employer or require the eligible worker to furnish evidence of the eligible worker's earnings (other than earnings paid by the employer).
- S7.102 If an eligible worker fails to comply with a requirement under clause S7.101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible worker.
- S7.103 On completing a clause S7.98 review, the employer must give the eligible worker written notice setting out the employer's decision on the review, and the eligible worker's rights to dispute the employer's decision, in accordance with clause S7.104.

**PART 10 - DECISIONS ON CLAIMS**

- S7.104 The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the RTW Act and regulation 20 of the RTW Regulations.
- S7.105 The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonably practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.
- S7.106 A person (or the Association acting on their behalf) who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.
- S7.107 An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision maker.
- S7.108 On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.
- S7.109 If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

**PART 11 - DISPUTE RESOLUTION**

- S7.110 For the avoidance of doubt and without limiting such other legal rights as the employer, the Association and a person claiming an entitlement under this Schedule may have:
- S7.110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the *Fair Work Act 1994* and /or chapter two part two of the *Fair Work Act 1994* (including concurrently) and any successor legislation to those provisions; and
- S7.110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or the Association.
- S7.111 Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonably practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

**PART 12 - COSTS OF PROCEEDINGS****General Entitlement To Costs**

- S7.112 A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.
- S7.113 Costs may only be awarded to cover the cost of representation by a legal practitioner or an officer or employee of the Association and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonably incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scales of charges applicable at the relevant time that apply for the purposes of s33 of the RTW Act or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles that apply under that section.



- S7.114 If SAET is of the opinion that a party:
- S7.114.1 has acted unreasonably:
    - S7.114.1.1 in bringing proceedings before SAET; or
    - S7.114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the South Australian Employment Tribunal Act 2014; or
    - S7.114.1.3 without limiting 114.1.2 — in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or
    - S7.114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or
  - S7.114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET,
- SAET may—
- S7.114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or
  - S7.114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.
- S7.115 Subject to clause S7.116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.
- S7.116 An award of costs to cover the cost of representation by an officer or employee of the Association is payable to the Association.
- S7.117 An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

#### **Costs liability of representatives**

- S7.118 If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through a worker or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:
- S7.118.1 that all or any of the costs between the professional representative and his or her client be disallowed or that the professional representative repay to his or her client the whole or part of any money paid on account of costs;
  - S7.118.2 that the professional representative pay to his or her client all or any of the costs which his or her client has been ordered to pay to any party;
  - S7.118.3 that the professional representative pay all or any of the costs of any party other than his or her client.
- S7.119 Without limiting clause S7.118, a professional representative is in default for the purposes of that clause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:
- S7.119.1 attend in person or by a proper representative; or
  - S7.119.2 file any document which ought to have been filed; or
  - S7.119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or
  - S7.119.4 be prepared with any proper evidence or account; or

S7.119.5 otherwise proceed.

- S7.120 SAET may not make an order against a professional representative under clause S7.118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.
- S7.121 SAET may order that notice of any proceedings or order against a professional representative under clause S7.118 be given to the client in such manner as SAET directs.
- S7.122 SAET's power to make an order under clause S7.118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

### PART 13 – MISCELLANEOUS

#### Interest on Delayed Income Compensation

- S7.123 If:
- S7.123.1 income compensation, or part of income compensation, is not paid as and when required to be paid under this Schedule; or
  - S7.123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then
  - S7.123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible worker.

#### Interim payments

- S7.124 A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.
- S7.125 The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after the date of receipt of the claim unless the failure to determine the claim is:
- S7.125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or
  - S7.125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.
- S7.126 If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the worker was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

#### Income Compensation & Leave Entitlements

- S7.127 Section 50 of the RTW Act is incorporated into this Schedule. To the extent that s50 of the RTW Act is inconsistent with clauses 80 through 83, those clauses prevail.
- S7.128 The references to "weekly payments" in s50 of the RTW Act as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

#### Injuries that develop gradually

- S7.129 The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with RTW Act s188.

**Costs associated with lump-sum payment agreements**

S7.130 If the employer offers an eligible worker a lump sum payment agreement, and the eligible worker incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible worker for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the RTW Act.

**Review & anomalies**

S7.131 The Association and the employer shall:

S7.131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and

S7.131.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of workers arising out of the change from the WR&C Act to the RTW Act.

**ATTACHMENT ONE  
RECOVERY/RETURN TO WORK PLAN**

**Recovery/Return to Work Plan**

<b>No:</b>
------------

Boxes marked \* MUST be completed in full.

Details	
*Commencement date/action:	*Completion date/action:
*worker's full name:	*Claim no:
*Pre-injury position:	*Date of birth:
*Pre-injury employer:	*Date of injury:
* Employer contact person:	*Nature of injury:
Is an interpreter required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Preferred language:

**Objectives:**

**Mandatory:** Select at least one of the following objectives

- (i) The worker's return to the pre-injury employment with the pre-injury employer;
- (ii) The worker's return to different employment with the pre-injury employer;
- (iii) The worker's return to the pre-injury employment but with a different employer;
- (iv) The worker's return to different employment with a different employer;
- (v) The worker's return to independence within the community;

Goal(s):	Actions and services required to meet the goals and objectives of this recovery/return to work plan	By whom (name) By when (date)

**\*Hourly wage rate to be paid by employer: \$**

If an eligible worker who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible worker's contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.

**Stay at work/return to work arrangements:**

From	To	Days	Hours	Work activities	Considerations/Restrictions	Supervisor (name)

**Important Notice to Eligible workers**

- A failure to comply with an obligation under a recovery/return to work plan may lead to the discontinuance of income compensation.
- Recovery/return to work plans may be disputed but that does not suspend obligations imposed by the plan pending a determination of the dispute.
- A refusal or failure to undertake work that has been offered and that the eligible worker is capable of performing, or to take reasonable steps to find or obtain suitable employment, may lead to the discontinuance of income compensation. This may also occur if an eligible worker obtains suitable employment and then unreasonably discontinues the employment.

**Preparation details**

Prepared by:	Telephone:
Position:	Email:
Relevant comments by any party:	

**Agreement** (a signature confirms the party has been consulted in preparing this recovery/return to work plan)

Parties involved	Print name	Signature (or reason if none)	Date
Eligible worker			
Employer			
Medical Practitioner			

**Established/Approved**
**Recovery/return to work plan:**       **Approved**                                       **Not approved**

Employer Signature	Initials and surname	Date
Employer Comments:		

**ATTACHMENT TWO****Lump-Sum Agreement  
to****EXTINGUISH RIGHTS**

to [income compensation and/or medical and/or related expense compensation] [amend as appropriate]

**Pursuant to Schedule 7 of the S.A. Public Sector Salaried Employees Interim Award****This is an agreement between:**

[insert eligible worker's name]

“the eligible worker”

And

Chief Executive of the Department of Treasury and Finance

“the employer”

**Background**

1. The eligible worker suffered an injury or injuries as follows (*the injury or injuries*):

Injury Date	Injury Description

2. The employer has undischarged liabilities to the eligible worker to pay income compensation and compensation for medical and/or related expenses [delete “income compensation and” if appropriate] in respect of the injury or injuries in accordance with Schedule 7 of the S.A. Public Sector Salaried Employees Interim Award (*the undischarged liabilities*).
3. Noting that no lump-sum payment agreement can be finalised unless the eligible worker has received competent professional advice about the consequences of this agreement, the eligible worker has received such advice, as appears from Annexure “A”.
4. Noting that no lump-sum payment agreement can be finalised unless the eligible worker has received competent financial advice about the investment or use of the lump sum payment, the eligible worker has received such advice, as appears from Annexure “B”.
5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible worker’s incapacity resulting from the injury or injuries can be determined with a reasonable degree of confidence and has advised the eligible worker about the future medical assistance of any kind that the eligible worker will or is likely to require on account of the injury or injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure “C”.
6. The eligible worker and the employer have reached an agreement for the employer to pay a lump sum to the eligible worker which payment will extinguish the undischarged liabilities.



**NOTIFICATION TO ELIGIBLE WORKER**

Under Section 33A of the *Health and Other Services (Compensation) Act 1995 (Medicare Act)*, you are advised that the employer intends to make an advance payment under Section 33B of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.
2. The amount of the advance payment will be 10% of the total lump sum under Schedule 4 of the workers Award [insert dollar figure].
3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.
4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

.....

[Insert name of eligible worker]

.../.../20...



**ANNEXURE “A”**

**PROFESSIONAL ADVICE**

SUBJECT: Lump-sum payment agreement under Schedule 7 of the S.A. Public Sector Salaried Employees Interim Award

I, [Insert name of eligible worker], have received competent professional advice about the consequences of a lump-sum payment in the amount of \_\_\_\_\_ from \_\_\_\_\_

I have received advice on matters including the following.

- A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and /or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- B. That on receipt of a lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- C. Taxation implications of the lump-sum payment, if any. In particular, I have been advised that I may seek a private ruling in accordance with the Income Tax Assessment Act 1997.
- D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible worker]

Adviser’s Name:

[Insert address of eligible worker]

Adviser’s Company name and address:

.....  
Eligible worker’s signature

.....  
Adviser’s Signature

.....  
Date and time signed by eligible worker:

.....  
Date and time signed by adviser:

**ANNEXURE “B”**

**FINANCIAL ADVICE**

SUBJECT: Lump-sum payment agreement under Schedule 7 of the S.A. Public Sector Salaried Employees Interim Award

I, [Insert name of eligible worker] have received competent financial advice from ..... about the investment or use of the lump-sum payment of [insert dollar figure]. I am satisfied the advice is appropriate to my circumstances.

[Insert name of eligible worker]

Adviser’s Name:

[Insert address of eligible worker]

Adviser’s Company name and address:

.....  
Eligible worker’s signature

.....  
Adviser’s Signature

.....  
Date and time signed by eligible worker:

.....  
Date and time signed by adviser:

**ANNEXURE “C”**

**MEDICAL CERTIFICATE**

SUBJECT: Lump-sum payment agreement under Schedule 7 of the S.A. Public Sector Salaried Employees Interim Award

I, ..... hereby certify that  
 the extent of [Insert name of eligible worker]’s, incapacity resulting from the following injury/injuries can be determined with a reasonable degree of confidence.

Injury Date	Injury Description	Employer
[Content to precisely mirror paragraph 1 of the lump sum agreement]	[Content to precisely mirror paragraph 1 of the lump sum agreement]	State of South Australia / South Australia

I also certify that [Insert name of eligible worker] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to his or her future health) that [Insert name of eligible worker] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature: .....

Qualifications: .....

Address/contact details: .....

.....

.....

.....

Date: .....

**APPLICATIONS FILED**

<i>Case No.</i>	<i>Description</i>
<b>06411/2000</b>	AWARD VARIATION (Reg No 79) Award varied. Cl. 8.5 Accommodation or Meals Etc, Cl. 8.6 Incidental Expense Allowance Etc. Oupdate 22/7/2000.
<b>06460/2000</b>	AWARD VARIATION Reg No 80. Award varied. Sch. 6 Training Wage Arrangements. Oupdate 09/02/2001.
<b>07373/2000</b>	AWARD VARIATION Award varied. Cl. 5.3.17 Diving Allowance. Oupdate 22/07/2000.
<b>07831/2000</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 8.2 Travelling Expenses, Cl. 8.3 Actual Expenditure, Cl. 8.4 Time of Travel; Cl. 8.5 Accommodation or Meals Provided by the Govt., Cl. 8.6 Incidental Expense Allowance. Oupdate 21/12/2000.
<b>01957/2001</b>	AWARD CONDITIONS Dispute (re transfer of employee) referred as Question of Law to IR Court. Court decided that Commission has no jurisdiction to decide matter in dispute [2002] SAIRC 25.
<b>03001/2001</b>	QUESTION OF LAW
<b>03191/2001</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters. Oupdate 22/05/2001.
<b>04545/2001</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Sch. 4 Salaries re SWC 2001. Oupdate 22/07/2001.
<b>07899/2001</b>	AWARD VARIATION Award varied. Schedule 6 - Training Wage Arrangements. Oupdate 9/2/2002.
<b>00649/2002</b>	AWARD VARIATION Award varied. Clauses 5.3, 8.5 & 8.6 re reimbursement of expenses SWC 2001. Oupdate 20/02/2002.
<b>02232/2002</b>	AWARD VARIATION Award varied. Cl. 8.7 Use of Employee's Motor Vehicle, Cl. 8.10 Combination of Official and Private Use. Oupdate 20/02/2002.
<b>04281/2002</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Sch. 4 Salaries re SWC 2002. Oupdate ppc 22/07/2002.
<b>05195/2002</b>	AWARD CONDITIONS re working through meal breaks at Department of Correctional Services
<b>05958/2002</b>	INJUNCTION re rosters & meal breaks for Correctional Industry Officers & Correctional Officers. Full Court decision [2003] SAIRC 87.
<b>07430/2002</b>	AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2002. Oupdate ppc 13/11/2002.
<b>08766/2002</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 8.2 Travelling Expenses, Cl. 8.5 Accommodation or Meals, Cl. 8.6 Incidental Expense Allowance. Oupdate 23/12/2002.

<i>Case No.</i>	<i>Description</i>
<b>04355/2003</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Sch. 4 Salaries re SWC 2003. Oupdate ppc 22/07/2003.
<b>07445/2003</b>	AWARD VARIATION Award varied. Sch 6 Training Wage Arrangements re National Training Wage & SWC 2003. Oupdate ppc 13/11/2003.
<b>08062/2003</b>	AWARD VARIATION Award varied. Cl. 8.7 Use of Employee's Motor Vehicle, Cl. 8.9 Transfer of Headquarters re allowances SWC 2003. Oupdate ppc 22/07/2003.
<b>08622/2003</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 8.5 Accommodation or Meals, Cl. 8.6 Incidental Expense Allowance. Oupdate 23/12/2003.
<b>04634/2004</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.7 Use of Employee's Motor Vehicle, Cl. 8.9 Transfer of Headquarters, Sch. 4 Salaries re SWC 2004. Oupdate ppc 22/07/2004.
<b>07554/2004</b>	AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2004. Oupdate ppc 13/11/2004.
<b>08497/2004</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowances for Employees Attending Residential Management Programmes re adjustment of expense-related allowances SWC 2004. Oupdate ppc 23/12/2004.
<b>08617/2004</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters re new allowances 5.3.13.6-8, 5.3.18, 5.3.19. Oupdate ppc 21/12/2004.
<b>04670/2005</b>	AWARD VARIATION ERROR see 4696/2005.
<b>04696/2005</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Sch. 4 Salaries re SWC 2005. Oupdate ppc 22/07/2005. Sch. 6 Training Wage Arrangements oupdate ppc 13/11/2005.
<b>05908/2005</b>	AWARD VARIATION Award varied. Cl. 8.7 Use of Employee's Motor Vehicle, Cl. 8.9 Transfer of Headquarters re SWC 2005. Oupdate ppc 22/07/2005.
<b>06145/2005</b>	AWARD VARIATION Award varied (appln joined with 6934, 6949 & 7047 of 2005). Cl. 6.1 Overtime; Cl. 6.2 Public Holiday Work; New Cl. 6.3 Public Holidays Falling on a Programmed Day Off; New Cl. 6.4 Public Holiday Falls on a Rostered Day Off; New Cl. 6.5 Hours of Duty Outside the Span of 8.00am to 6.00pm Monday to Friday Inclusive; New Cl. 6.6 Flexitime; Cl. 9.4 Hours. Oupdates 15, 21 & 23/12/2005.
<b>06894/2005</b>	AWARD VARIATION Award NOT varied - appln withdrawn (re working through lunch break).
<b>06934/2005</b>	AWARD VARIATION Award varied - see 6145 of 2005.

<i>Case No.</i>	<i>Description</i>
<b>06949/2005</b>	AWARD VARIATION Award varied - see 6145 of 2005.
<b>07047/2005</b>	AWARD VARIATION Award varied - see 6145 of 2005.
<b>07333/2005</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions re IMVS. Oupdate 21/11/2005.
<b>07408/2005</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound and Locality (re DAIS), Cl. 9.9 Public Holidays (re Correctional Officers loading). Oupdates 26/12/2003 & 21/11/2005.
<b>00444/2006</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowance & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Management Programmes re expense related allowances. Oupdate ppc 23/12/2005.
<b>00804/2006</b>	AWARD VARIATION Award varied. Cl. 8.2 Travelling Expenses Reimbursement & Allowances. Oupdate ppc 23/12/2005.
<b>01015/2006</b>	AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements. Oupdate ppc 01/03/2006.
<b>01060/2006</b>	AWARD VARIATION Award NOT varied. Appln withdrawn re public holiday falling on a RDO.
<b>01240/2006</b>	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 7.1 Parental Leave, New Cl. 7.3 Annual Leave, New Cl. 7.4 Personal Leave - Injury and Sickness, New Cl. 7.5 Bereavement Leave, New Cl. 7.6 Personal Leave to Care for a Family Member. Oupdate ppc 14/3/2006.
<b>03404/2006</b>	AWARD VARIATION Award varied. Sch. 4 Salaries, Sch. 5 Supported Wage Provisions re Remuneration Minimum Standard. Oupdate ppc 17/04/2006.
<b>04221/2006</b>	AWARD VARIATION Award NOT varied. Application withdrawn re personal leave.
<b>04711/2006</b>	AWARD VARIATION Award varied. Cl.1.2 Arrangement, Cl.5.3 Allowances, New Cl.5.4 Safety Net Adjustments, New Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries (Oupdate ppc 22/07/2006), Sch.6 Training Wage Arrangements (Oupdate ppc 13/11/2006) re General Application to Review Wages 2006.
<b>06960/2006</b>	AWARD VARIATION Award varied. New Part 12 - Special Conditions for Employees Employed as Sessional Ridersafe Instructors, Sch. 2 Occupational Categories of Employee Respondents, Sch. 3 Classification Criteria. Oupdate 21/12/2006.
<b>00525/2007</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound & Locality, Cl. 5.1 Classification of Employees, Cl. 5.2 Wage Rates, Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursements & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expenses Allowance for Employees Attending Residential Management Programmes, Sch. 2 Occupational Categories of Employee Respondents, Sch. 3 Classification Criteria. Oupdate ppc 23/12/2006.

<i>Case No.</i>	<i>Description</i>
<b>02455/2007</b>	AWARD VARIATION Award varied. Sch. 4 Salaries, Sch. 5 Supported Wage Provisions re Minimum Standard for Remuneration. Oupdate ppc 02/03/2007.
<b>04576/2007</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2007. Oupdates ppc 22/07/2007, 01/10/2007 & 13/11/2007.
<b>06129/2007</b>	INTERPRETATION Position of "apprenticeship broker" falls within scope of SA Public Sector Salaried Employees Award and NOT within scope of School Services Officers (Government Schools) Award [[2009] SAIRC 65].
<b>00104/2008</b>	AWARD REVIEW S99 Award varied. Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility, Cl. 3.1 Dispute Avoidance/Settlement Procedures, Cl. 4.3 Anti-Discrimination, Cl. 5.3 Allowances, Sch. 3 Classification Criteria, Sch. 4 Salaries re change of terminology and deletion of "career start" & "jobskills" trainees. Oupdate 01/04/2008.
<b>00547/2008</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound & Locality (re APESMA); Cl. 1.5 Definitions (re APESMA); Cl. 5.3 Allowances & Related Matters; Cl. 8.2 Travelling Expenses Reimbursement & Allowances; Cl. 8.5 Accommodation or Meals Provided by the Government; Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Management Programmes re expense related allowances. Oupdate ppc 23/12/2007.
<b>03008/2008</b>	AWARD VARIATION Award varied. New Part 13 - Special Conditions For Employees Employed As Protective Security Officers, Sch. 2 - Occupational Categories of Employee Respondents. Oupdate 11/06/2008.
<b>05768/2008</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2008. Oupdate ppc 01/10/2008.
<b>06007/2008</b>	AWARD VARIATION Award varied. Cl. 8.2 Travelling Expenses Reimbursements & Allowances, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2007.
<b>00628/2009</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursements & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2008.
<b>04206/2009</b>	AWARD VARIATION Award varied. Cl 5.3.13.1 & 5.3.13.2 re allowances for Fisheries Officers OPS-6. Oupdate ppc 25/06/2009.
<b>05665/2009</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2009. Oupdate ppc 01/10/2009.

<i>Case No.</i>	<i>Description</i>
<b>07401/2009</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursements & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2009.
<b>04643/2010</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2010. Oupdate ppc 01/10/2010.
<b>04999/2010</b>	AWARD CONDITIONS re implementation of recommendations of the Medical Imaging Review Panel.
<b>00291/2011</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2010.
<b>04073/2011</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2011. Oupdate ppc 01/10/2011.
<b>05899/2011</b>	AWARD VARIATION Award varied. Clauses 4.2, 9.3 & 13.2 Casual employment re Casual Loading Case. Oupdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
<b>00119/2012</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2011.
<b>01365/2012</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound and Locality re deletion of APESMA (opdate 07/05/2012); Cl. 8.2 Travelling Expenses Reimbursement & Allowances re interstate travel (opdate ppc 23/12/2011).
<b>02676/2012</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2012. Oupdate ppc 01/07/2012.
<b>04698/2012</b>	AWARD VARIATION Award varied. Sch. 1 Statutory Authority Respondents re insertion of Education & Early Childhood Services Reg'n & Standards Board of SA, TAFE SA, Teachers Reg'n Board of SA, Urban Renewal Authority. Oupdate 27/11/2012.
<b>00346/2013</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2012.
<b>03093/2013</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch.6 Training Wage Arrangements re SWC 2013. Oupdate ppc 01/07/2013.



<i>Case No.</i>	<i>Description</i>
<b>06369/2013</b>	AWARD VARIATION Appln adjourned sine die - Award NOT varied re new classifications of Developmental Educators, Genetic Counsellors, Orthotists, & Prosthetists; delete Orthoepists & Orthotists..
<b>00717/2014</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 8.2 Travelling Expenses Reimbursement, Cl. 8.5 Accommodation of Meals provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes. Oupdate ppc 23/12/2013.
<b>03069/2014</b>	INJUNC Appln discontinued re declaration of leave entitlements of an employee.
<b>03253/2014</b>	AWARD VARIATION Award varied. Cl. 13.15 Allowances re Protective Security Officers allowances. Oupdate ppc 01/07/2013.
<b>04371/2014</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2014. Oupdate ppc 01/07/2014.
<b>00820/2015</b>	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 4.1 Part-Time Employment - Non-PSM Act Employees (title), Cl. 4.2 Casual Employment - Non-PSM Act Employees (title), Cl. 5.3 Allowances & Related Matters, Pt 7 Leave of Absence (preamble), Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes, Sch. 1 Statutory Authority Respondents, Sch. 3 Classification Criteria re expense related allowances & update statutory authorities & Act titles. Oupdate ppc 22/12/2014.
<b>06496/2015</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2015. Oupdate ppc 01/07/2015.
<b>09342/2015</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes re expense related allowances. Oupdate ppc 22/12/2015.
<b>03182/2016</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2016. Oupdate ppc 01/07/2016.
<b>07022/2016</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes re expense related allowances. Oupdate 22/12/2016.
<b>03285/2017</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2017. Oupdate ppc 01/07/2017.

<i>Case No.</i>	<i>Description</i>
<b>00650/2018</b>	AWARD VARIATION Award varied. New Cl. 5.6 & Sch. 7 Additional Compensation for Certain Work-Related Injuries or Illnesses. Oupdate 30/09/1987.
<b>01076/2018</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes re expense related allowances. Oupdate ppc 22/12/2017.
<b>01679/2018</b>	AWARD VARIATION Award varied. Cl. 5.3.13 Fisheries Officers Allowances. Oupdate ppc 01/05/2018.
<b>04274/2018</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.
<b>01973/2019</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl. 8.5 Accommodation or Meals Provided by the Government, Cl. 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes re expense related allowances. Oupdate ppc 22/12/2018.
<b>02226/2019</b>	INTERPRETATION Application withdrawn re interpretation of classification definitions for OPS-3 & OPS-4.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Cl.5.3 Allowances, Cl.5.4 Safety Net Adjustments, Cl.5.5 Economic Incapacity Applications, Cl.8.7 Use of Employee's Motor Vehicle, Cl.8.9 Transfer of Headquarters, Cl. 13.15 Allowances (Protective Security Officers), Sch.4 Salaries, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2019. Oupdate ppc 01/07/2019.
<b>ET-19-00580</b>	S 99 REVIEW OF AWARD Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility, Cl. 3.1 Dispute Avoidance/Settlement Procedures, Cl. 4.2 Casual Employment – Non-PS Act Employees, Cl. 4.3 Anti-Discrimination, Cl. 5.3 Allowances and Related Matters, Cl. 5.5 Economic Incapacity Applications, Part 7 Leave of Absence (heading), Cl. 8.2 Travelling Expenses Reimbursement and Allowances, Cl. 9.3 Casual Employees, Cl. 13.2 Casual Employment, Cl. 13.15 Allowances, Sch. 1 Statutory Authority Respondents, Sch. 3 Classification Criteria, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements (cl. S6.5 Definitions, cl. 6.10 Dispute Settlement Over Traineeship Schemes), Sch. 7 Additional Compensation for Certain Work-Related Injuries or Illnesses (Att. Two). Oupdate 01/10/2019.
<b>ET-20-00635</b>	AWARD VARIATION Award varied. Cl. 5.3 Allowances & Related Matters, Cl. 8.2 Travelling Expenses Reimbursement & Allowances, Cl.8.5 Accommodation or Meals Provided by the Government, Cl 8.6 Incidental Expense Allowance for Employees Attending Residential Programmes re expense related allowances. Oupdate ppc 19/12/2019.